

## GENERAL LICENCE AND SERVICE TERMS AND CONDITIONS OF inOne B.V.

### Clause 1. DEFINITIONS

In these standard terms and conditions the following terms have the following meanings:

- **"Client"**: any natural person who or any legal entity or partnership which is a party to or involved in a legal or other act as referred to in Clause 2.1 relating to services provided by inOne to him/it, or at whom/which a legal or other act as referred to in that clause is addressed or who/which made a request as referred to in that clause;
- **"App"**: the application for the iOS or Android operating system of a mobile telephone, tablet or other portable device made available by inOne through the Apple App Store or a Google Android Market;
- **"Services"**: all services to be provided by inOne to Client as agreed between parties, which may include inOne Supplier, inOne Premium Tools, inOne Commerce, inOne Hospitality Tools and inOne Hospitality Tools Group – also including available add-ons – and offering and making available the Online Platform, the App and inOne Hospitality Tool (Group) Order. Services may also include all services, including add-ons, that inOne may offer Clients in the future;
- **"Wholesaler"**: Client (caterer-supplier) using inOne Commerce;
- **"Wholesale Customer"**: customers and buyers of a Wholesaler that may or may not also be Client of Services;
- **"Subscription Start Date"**: the date from which inOne will invoice Client for its Services (i.e. the date mentioned on the first invoice relating to the agreement);
- **"inOne"**: inOne B.V., registered in the trade register of the Chamber of Commerce under number 68663684;
- **"inOne Commerce"**: the service to be provided by inOne to Client via the Online Platform, which is intended to support Client in its capacity as Wholesaler in supplying Wholesaler Customers using inOne Hospitality Tool (Group) Order;
- **"inOne Hospitality Tool (Group) Order"**: the online ordering system that enables a Wholesale Customer to place catering orders with a Wholesaler via the Online Platform;
- **"inOne Hospitality Tools"**: the service to be provided by inOne to Client via the Online Platform, consisting of different modules, which is intended to support Client in automating the organisation of their catering establishment;
- **"inOne Commerce Logistics Partner"**: the service to be provided by inOne to Client via the Online Platform, offered as an add-on to inOne Commerce, which is intended to support Client in its capacity as a Wholesaler in engaging one or more Logistics Service Providers;
- **"Logistics Service Provider"**: Client using the Services of inOne and who also acts as a service provider on behalf of the Wholesaler in the context of inOne Commerce Logistics Partner, where the Logistics Service Provider is responsible for taking care of the transport of goods from one logistics hub to another logistics hub or to the Wholesale Customer. Where the Logistics Service Provider acts as a service provider, an agreement shall be concluded between the Logistics Service Provider and the Wholesaler requesting the provision of the logistics service and where inOne acts only in the capacity of an intermediary;
- **"Online Platform"**: the technology platform through which, inter alia, inOne Supplier, inOne Premium Tools, inOne Commerce, inOne Hospitality Tool (Group) Order, inOne Hospitality Tools, inOne Commerce Logistics Partner and inOne Commerce Logistics Service Provider, and any add-ons or future add-ons and other services that inOne may offer from time to time, are made available by inOne to Client in an online web environment and/or the App and which is maintained by inOne;
- **"Software"**: the App, inOne Hospitality Tool (Group) Order, the Online Platform, inOne Commerce Logistics Partner, inOne Hospitality Tools, inOne Supplier, inOne Premium Tools, inOne Commerce, any add-ons or future add-ons, and other services that inOne may offer from time to time;
- **"Quote"**: the quote submitted by inOne to Client, either in person or electronically (by e-mail), including the terms and conditions under which inOne provides its Services to Client;
- **"Terms and Conditions"**: these general licence and service terms and conditions, as applicable from time to time; and
- **"Website"**: the collection of related web pages with information that can be accessed on myinOne.com.

### Clause 2. APPLICABILITY

- 2.1 These Terms and Conditions apply, to the exclusion of any other terms, to all offers, Quotes, confirmations, the provision of Services (including a reasonable level of user support), subscriptions and invoices from inOne to Client, to all orders from Client, to all agreements between inOne and Client, and to any changes thereto, as well as to any request made by Client for the provision of Services, regardless of whether an agreement is concluded or has been concluded between inOne and Client.
- 2.2 Any standard, general or other terms and conditions of Client do not apply. Client may invoke provisions varying from and/or supplementing these Terms and Conditions only if and to the extent that inOne has expressly accepted them in writing. Such varying and/or supplementary provisions agreed between the parties will not affect the applicability of the other provisions of these Terms and Conditions and will apply only to the agreement in respect of which this is explicitly agreed in writing.
- 2.3 By accepting these Terms and Conditions, Client also accepts the applicability of these Terms and Conditions to all future agreements between inOne and Client and to all offers, Quotes, confirmations, to the provision of Services and to requests for the provision of Services.
- 2.4 If one or more provisions of these Terms and Conditions are void or voided or declared to be non-binding, the remaining provisions of these Terms and Conditions will remain in full force and effect. In that case, inOne and Client will agree alternative provisions that are valid and that come closest to the content and purport of the void, voided or non-binding provision(s).

- 2.5 inOne may amend or supplement these Terms and Conditions at any time. The most recent version of these Terms and Conditions will be available on the Website, in the App and in the online web environment of the Online Platform, or will be brought to the notice of Client when using the App and the online web environment of the Online Platform. By continuing to use the App and the online web environment of the Online Platform after these Terms and Conditions have been amended, Client irrevocably accepts the amended Terms and Conditions. If Client does not agree to the amended Terms and Conditions and these amended Terms and Conditions lead to an unreasonably onerous situation for Client, Client has the right to terminate (*opzeggen*) the agreement with inOne with immediate effect. An amendment to these Terms and Conditions and/or any resulting termination (*opzegging*) by Client does not mean that inOne can be held liable to pay compensation to Client.

### Clause 3. QUOTES AND FORMATION OF AGREEMENTS

- 3.1 All offers made and Quotes given by inOne as well as all orders from Client, both oral and written, are without obligation on the part of inOne and do not bind inOne, except as expressly otherwise stated in inOne's offer or Quote or unless inOne has confirmed the order in writing (including by e-mail or via the Online Platform).
- 3.2 If an offer or Quote made or given by inOne is a combined or composite quote, inOne is not obliged to provide part of the Services specified in that offer or Quote for a pro rata portion of the price quoted, and the offer or Quote in question does not automatically apply to any additional Services either. If Client wishes to use additional Services at a later stage, such Services will be invoiced separately.
- 3.3 All documents and information provided in the form of folders, brochures, video clips, offers, Quotes etc. are as accurate as possible but will not be binding on inOne and may in no event be assumed to represent an exact description of what inOne is offering or is required to supply.
- 3.4 Client is obliged to provide inOne in a timely manner with all the information and documents that are necessary to make an offer for or submit a Quote to Client and to properly perform the agreement.
- 3.5 Agreements between inOne and Client are formed if and as soon as (i) a Quote previously issued by inOne is received by inOne, duly signed (physically or digitally) by Client, the date of receipt by email or post or delivery by hand being decisive, or (ii) Client selects an offer on the Online Platform by means of a positive action (such as ticking a box or moving a toggle) and a digital confirmation of this is sent by inOne. The Quote signed (physically or digitally) by Client and received by inOne or, if applicable, the digital confirmation referred to under (ii) above, as well as these Terms and Conditions are deemed to accurately and fully reflect the agreement and the Services to be provided, provided that obvious mistakes, writing and/or typographical errors may always be corrected by inOne.
- 3.6 The start date of the Services to be provided by inOne to Client is the Subscription Start Date.
- 3.7 Each agreement formed between inOne and Client in accordance with Clause 3.5 constitutes a separate agreement between inOne and Client.

### Clause 4. TERM OF AGREEMENT AND TERMINATION (OPZEGGING)

- 4.1 The agreement is entered into from the Subscription Start Date for the contract period as stipulated in the Quote or, when applicable, as stipulated in the confirmation referred to in Clause 3.5 under (ii), provided that the agreement is effective upon receipt of the Quote signed by Client or upon inOne sending the confirmation as described in Clause 3.5. If the Quote or the confirmation as referred to in Clause 3.5 under (ii) does not stipulate a contract period, the agreement is deemed to have been entered into for an indefinite period.
- 4.2 Upon the expiry of the contract period or, if applicable, the confirmation as referred to in Clause 3.5 under (ii) stipulated in the Quote, the agreement will be automatically renewed for an indefinite period, unless it is terminated (*opgezegd*) as provided in Clause 4.3.
- 4.3 inOne may terminate (*opzeggen*) the agreement with immediate effect at any time (regardless of whether the agreement is for a fixed or an indefinite term). Client, however, may terminate (*opzeggen*) the agreement only, if it is for a fixed term, with effect from the end of the agreed term by giving a minimum of one (1) month's notice, in derogation of Section 408(1) in Book 7 of the Dutch Civil Code. If the agreement is entered into for an indefinite period, Client may terminate (*opzeggen*) the agreement only – also in derogation of Section 408(1) in Book 7 of the Dutch Civil Code – by giving a minimum of three (3) months' written notice. Notice of termination (*opzegging*) of the agreement by Client must be given in writing with effect from the first day of a calendar month.
- 4.4 In case of (early) termination (*beëindiging*) or the end of the agreement, in no event will inOne be obliged to refund any monies already received or to pay compensation in whatever form.

### Clause 5. PRICES, INVOICING AND PAYMENT

- 5.1 Client is required to pay the price communicated by inOne for the Services to be provided by inOne, which price may consist of:
  - a. a non-recurring handling/connection fee;
  - b. the periodic (annual, monthly or quarterly) fee for the use of the Service with effect from the Subscription Start Date;
  - c. a variable price component.
- 5.2 In derogation of the provisions of Clause 5.1(b), the parties may agree that the periodic price for using the Service will be determined on the basis of the number of active Wholesale Customers of Client. inOne determines the number of active Wholesale Customers at its sole discretion, where inOne considers a Wholesale Customer who has placed at least one order with Client in the three months before the price is determined as being active. Client is aware that the adjustment of the periodic price on the basis of the provisions in this clause happens automatically when the adjustment is in an upward direction (*upsell*). A downward adjustment (*downsell*) shall only happen at Client's instigation.
- 5.3 Except as expressly otherwise agreed in writing, inOne's prices are:
  - a. based on the most recent price lists/prices set by inOne;

- b. exclusive of VAT (*btw*) and other taxes, levies and charges, whether imposed by the authorities or otherwise;
  - c. stated (and to be paid) in euro; any exchange rate differences, foreign exchange conversion costs or changes in foreign exchange rates will be passed on to Client.
- 5.4 Any discounts given by inOne will apply only to the (initial) contract period and not to any renewal term as referred to in Clause 4.2.
- 5.5 Except as expressly otherwise agreed in writing, inOne is always entitled to change the price, also after the formation of the agreement. inOne will notify Client in writing (including by e-mail or via the Online Platform) of any such price changes. A price change will take effect 8 (eight) weeks after dispatch of the written price change notification. Client may terminate (*opzeggen*) the agreement with effect from the date on which the new prices take effect by giving notice to that effect within 4 (four) weeks of the written price change notification, unless the price change is the result of regular indexation based on a price index from Statistics Netherlands (CBS). For the sake of clarity: price variations mentioned in Clauses 5.1(c) and 5.2 do not qualify as price changes within the meaning of this Clause 5.5.
- 5.6 If the price (or a component of the price) is a non-recurring amount, inOne may issue an invoice for such amount to Client immediately after the formation of the agreement.
- 5.7 If the price (or a component of the price) is an amount payable on a periodic basis, inOne may invoice such amount in advance on a periodic basis with effect from the date on which the Service is first provided. If the provision of the Service does not commence on the first day of the period but at a later date, Client will be required to pay inOne, for such first partial period, a pro rata portion of the price due for the full period in question, and inOne will send Client a combined invoice for such first partial period and for the next subsequent full period immediately after the Service has been made available to Client.
- 5.8 All invoices sent by inOne to Client must be paid within 14 (fourteen) days of the invoice date and will be sent to the invoice (email) address stated by Client. Except as expressly otherwise agreed in writing, payment will be collected by direct debit. For that purpose, Client will give inOne a direct debit mandate in advance to collect the invoice amount. inOne will collect all amounts invoiced to Client by direct debit from Client's bank account approximately 14 (fourteen) days after the invoice date. Client is obliged to complete all forms necessary for that purpose and to hand them to inOne. If a direct debit attempt by inOne as referred to in the preceding sentence fails or Client reverses this debit, inOne will make a new attempt to collect the amount due by direct debit 7 (seven) days after the failed attempt or reversal. If such second attempt is also unsuccessful, Client will be in default by operation of law and the amount due by Client – plus the statutory commercial interest rate as referred to in Section 119a in Book 6 of the Dutch Civil Code, on the (balance of the) amount due – will be payable on demand without any warning or notice of default from inOne.
- 5.9 All (extrajudicial) costs incurred by inOne with respect to the collection of amounts due by Client are payable by Client. The extrajudicial costs are set at no less than 15% (fifteen per cent) of the amount due, subject to a minimum of EUR 500 (five hundred euros), without prejudice to the right of inOne to claim compensation for the costs in fact incurred if these prove to be higher.
- 5.10 Complaints with respect to invoices must be submitted in writing to inOne within 8 (eight) working days of the invoice date, specifying the nature of and grounds for the complaints. After this period Client will be deemed to have approved the invoice, and complaints about the invoice will then no longer be considered by inOne.
- 5.11 Client is not entitled to set off any debt to inOne, whether disputed or not, against any claim, whether disputed or not, Client believes to have against inOne. Client is not entitled either to suspend any payment of a debt to inOne, except in the event of a failure in the performance by inOne of an obligation to Client, and provided that such failure in performance is due to wilful intent or gross negligence on the part of inOne and such debt arises from the same agreement as the said obligation.
- 5.12 Each payment made by Client will be applied first to any costs due, then to any interest due and after full payment thereof a payment will be applied to the oldest outstanding invoice, regardless of any statement to the contrary made by Client when making the payment.

#### **Clause 6. ACCESS TO AND USE OF THE SERVICES**

- 6.1 inOne will provide Services by giving Client access to the Software by means of a right of use granted to Client and its users (natural persons as referred to in Clause 6.5) for the term of the agreement. The right to use the Software is revocable, limited to the agreed term of the agreement, non-exclusive, non-transferable, non-pledgeable and non-sublicensable.
- 6.2 Access to the App and the online web environment of the Online Platform is linked to one or more corporate accounts created by inOne for Client (individually: the **Buyer Account**). At its own risk and responsibility, Client can link a certain number of users to the Buyer Account and assign these an administrator role (admin role) or user role (member role), depending on the type of subscription, for specific staff members of Client or Wholesale Customers. Client is not permitted to use its Buyer Account for several catering establishments (geographical locations). The responsibility for the administration and use of the user accounts, the assignment of the various roles and linking them to the Buyer Account, rests solely with Client. This means, for instance, that Client is responsible for disconnecting Buyer Account users from users who are no longer employed by Client or the Wholesaler. This also means that inOne cannot be required by Client to verify whether users of the Buyer Account are authorised for such use within Client's company and/or have been assigned a proper role. If a change needs to take place with respect to the Buyer Account, Client shall notify inOne immediately.
- 6.3 When using the Services, Client must fully comply with all provisions and instructions contained in the manual pertaining to a specific Service. All manuals are available via the Online Platform and/or may be requested from inOne. Client

- shall ensure that the users linked to its Buyer Account commit to the provisions of this Clause 6.3 and is liable for breaches by users under this agreement.
- 6.4 Client accepts the Services to be provided and the Software "as is", i.e. in the condition in which they are at the time of conclusion of the agreement. inOne gives no warranties with respect to the quality, performance and functionality of the Services and the Software. inOne does not guarantee either that the Services and Software are free from error, continuously available and can be used without interruption.
- 6.5 The information with respect to Client's Buyer Account is confidential and must be treated as such by Client. Client will not grant access to its Buyer Account to anyone other than authorised members of its staff, and Client will not allow anyone else to use the said information.
- 6.6 inOne is not liable for any loss or damage resulting from the use of or access to Client's Buyer Account by Client, its staff and third parties engaged by Client or by unauthorised persons.
- 6.7 Client is responsible itself for the storage and retention of the data shown in its Buyer Account in another location, if so desired. inOne does not store these data for Client and does not make any backups for Client for the recovery of lost data from Client's Buyer Account. inOne is never liable to Client for any data of Client and/or its users that has been lost.
- 6.8 After the termination (*beëindiging*) of the agreement, the user accounts linked to the Buyer Account will be unlinked and all content of the Buyer Account (including menus, recipes and stock counts) will be permanently and irreversibly deleted.
- 6.9 Client agrees that inOne may engage one or more third parties for the performance of the Services. Such third parties will have the right to invoke the provisions of these Terms and Conditions vis-à-vis Client. Accordingly, the provisions of these Terms and Conditions constitute an irrevocable third-party clause as referred to in Section 253 in Book 6 of the Dutch Civil Code, which can be invoked directly by the third parties engaged by inOne vis-à-vis Client. inOne is not liable for any failure in performance by third parties engaged by inOne that are not employed by inOne, except in case of wilful intent or gross negligence on the part of inOne. The right to engage third parties also includes the right to agree, on behalf of Client, to a limitation of liability by such third parties.
- 6.10 Client is responsible itself for the internet connection and/or mobile data costs that may be incurred by accessing and/or using the Services. Client should consult its mobile communications provider or internet access provider before accessing and/or using the Services.
- 6.11 The Services may be temporarily unavailable from time to time for technical reasons, (announced) maintenance or breakdowns and/or failure of the Online Platform. In that case inOne will not be liable to compensate Client in any way, regardless of whether such breakdowns and/or failure of the Online Platform are attributable to inOne.
- 6.12 inOne is entitled at any time to change, adapt and/or expand the Services and to change, remove, adapt and/or expand the Software without incurring any liability to compensate Client in any way.

#### **Clause 7. SPECIFIC PROVISIONS, INONE HOSPITALITY TOOL (GROUP) ORDER**

- 7.2 This clause applies exclusively to inOne Hospitality Tool (Group) Order to the extent that Client is using this free of charge (i.e. is not using any of the paid modules of inOne Hospitality Tools).
- 7.2 In deviation from the provisions of Clause 3.5, the agreement between inOne and Client is concluded when Client creates or has someone create a Buyer Account, whereby Client accepts the applicability of these Terms and Conditions.
- 7.2 The following clauses of these Terms and Conditions do not apply: Clauses 3.6 – 3.7; Clause 4 (on the understanding that Clause 4.3 first sentence does apply); Clause 5; and Clause 8.

#### **Clause 8. SPECIFIC PROVISIONS, LOGISTICS SERVICE PROVIDER AND INONE COMMERCE LOGISTICS PARTNER**

- 8.1 In addition to the other provisions of these Terms and Conditions, this clause specifically applies to Logistics Service Providers and inOne Commerce Logistics Partner.
- 8.2 inOne is explicitly not a party to an agreement that has been concluded between the Logistics Service Provider and the Wholesaler in the context of inOne Commerce Logistics Partner. inOne does not guarantee the performance of any obligations that the Logistics Service Provider and the Wholesaler have entered into vis-à-vis each other and may therefore not be held liable by the Logistics Service Provider or the Wholesaler.
- 8.3 In the context of inOne Commerce Logistics Partner, inOne provides the Logistics Service Provider with data. This only concerns data that is relevant for the provision of logistics services by the Logistics Service Provider to the Wholesaler. Clause 16 of these Terms and Conditions shall apply in full.
- 8.4 The Logistics Service Provider may only use the data referred to in Clause 8.3 to perform the service for the Wholesaler. This means that the Logistics Service Provider is not allowed, for example, to bundle data for the purpose of analyses, to sell the data, to provide the data to third parties or to publish documents based on the data, unless this is necessary for the performance of the service to the Wholesaler.
- 8.5 inOne shall make the data referred to in Clause 8.3 accessible from the Online Platform, after which it will be converted by the Logistics Service Provider to its own data model. inOne has no other responsibilities apart from making the data accessible. The Logistics Service Provider shall itself ensure that it can convert and obtain the data.
- 8.6 Upon termination (*beëindigen*) of the agreement or when inOne receives a request from the Wholesaler, the Logistics Service Provider will delete and/or destroy the relevant data and confirm to inOne in writing that it has done so.
- 8.7 inOne makes no warranties with respect to the data and is not responsible for the accuracy and completeness of the data.
- 8.8 The Logistics Service Provider is fully responsible for the use of the data provided by inOne. The Logistics Service Provider indemnifies inOne in respect of all claims by third parties and also the Wholesaler, including the costs of legal

assistance, that are in any way related to (i) a breach of the agreement by the Logistics Service Provider, (ii) the use of the data by the Logistics Service Provider, (iii) the security of the data by the Logistics Service Provider and/or (iv) the service provided by the Logistics Service Provider.

- 8.9 inOne may at any time audit compliance with the obligations of the Logistics Service Provider pursuant to the agreement – including in particular the obligations of the Logistics Service Provider which follow from this Clause 8 – or else, at inOne's discretion, have a third party audit such compliance (the **Audit**). inOne shall ensure that the relevant third party is bound to confidentiality of its findings vis-à-vis third parties. inOne shall itself bear the costs of such Audits, unless an Audit reveals failings to comply with the agreement, in which case inOne may charge the Logistics Service Provider for the costs of the Audit.
- 8.10 The Logistics Service Provider shall only be permitted to engage third parties for the performance of its services for the Wholesaler if those third parties (i) are also a client (in the sense of a logistics service provider) of the services of inOne and (ii) receive directly from inOne the relevant data for the relevant delivery addresses subcontracted out by the Logistics Service Provider.
- 8.11 The Logistics Service Provider is not permitted to design and operate an online platform or other type of technical link similar to the Online Platform, and which allows the Logistics Service Provider to directly approach inOne's clients. This prohibition shall apply for the duration of the agreement and for up to 5 years after it is concluded, as referred to in Clause 3.5, unless this agreement ends earlier in accordance with the provisions of these Terms and Conditions.

#### **Clause 9. INTELLECTUAL PROPERTY RIGHTS**

- 9.1 All intellectual property rights attaching, relating and/or pertaining to the Services to be provided and/or the Software and/or other materials made available and the documents and/or software prepared by inOne on which these are based, are and remain the exclusive property of inOne and/or its licensors.
- 9.2 Client only obtains the rights of use and powers that are expressly granted to Client pursuant to these Terms and Conditions or otherwise, and Client may not make or otherwise reproduce (or have reproduced) copies of the hardware, Software and/or other materials.
- 9.3 Client is not permitted to change or remove any notice relating to copyrights, (trade) marks, tradenames or other intellectual or industrial property rights from the Software or other materials, including notices concerning the confidential nature and secrecy of Software and/or other materials.
- 9.4 inOne is permitted to take technical measures to protect hardware, Software and other materials and the intellectual property rights attaching, relating and/or pertaining thereto.
- 9.5 During the term of the agreement, Client is permitted to create an API connection, at its own expense and risk, between, on the one hand, the Software made available by inOne to Client and, on the other hand, third-party software and systems, on condition that inOne or third parties do not incur any (direct or indirect) loss or damage as a result thereof. Client fully and unconditionally indemnifies inOne from and against any loss or damage (including costs incurred) resulting from an API created by Client.
- 9.6 Client is not permitted to decompile, reverse engineer, disassemble or hack the Software or Software components, or to circumvent, bypass or break (or to have circumvented, bypassed or broken) the encryption technology or security measures, or to provide, sell or rent the same to third parties. Client is not permitted either to use the Services for fraudulent purposes or to abuse its IP address or to disguise, anonymise or hide the source of content that is uploaded.

#### **Clause 10. SECURITY AND SUPPORT FOR THE ONLINE PLATFORM**

- 10.1 For the provision of the Services inOne will connect Client to a dedicated secure database on a server. In protecting the data of Client, Wholesale Customer and third parties, inOne will exercise the care that may reasonably be expected of it. inOne does not guarantee, however, that the measures taken to protect the above-mentioned data are effective under all circumstances. inOne is not liable for any loss of data or unauthorised access to data occurring despite the care exercised by inOne. inOne is not liable either for any loss of data or unauthorised access to data occurring in case of transmission of data over public networks or if third-party networks and systems are used.
- 10.2 The performance of activities for the recovery of (lost) data of Client on the Online Platform may be performed only by inOne or by a third party engaged by inOne.
- 10.3 Information regarding the use of the App and the online web environment of the Online Platform by Client and technical support can be found on the Online Platform or is available on request from inOne. It is expressly provided that the technical support to be provided by inOne is limited to a reasonable level of support on the use of the App and the online web environment of the Online Platform, as well as breakdowns and/or failure of the Online Platform attributable to inOne, which support is provided upon request on business days between 09:00am and 05:00pm.

#### **Clause 11. PROTECTION OF PERSONAL DATA**

- 11.1 In this Clause, the term "Data Protection Legislation" is used to refer to all legislation relating to the processing of personal data under the agreement, including the Dutch Telecommunications Act, the General Data Protection Regulation (**GDPR**) and the Dutch GDPR Implementation Act.
- 11.2 inOne processes personal data in accordance with the Data Protection Legislation.
- 11.3 inOne will take appropriate technical and organisational measures, in accordance with the Data Protection Legislation, to protect personal data against loss or any form of unlawful processing.
- 11.4 Client warrants strict fulfilment of all its statutory obligations under the Data Protection Legislation. Client warrants in particular that data subjects whose personal data it provides to inOne or whose personal data it enters through the Online Platform, have been informed about the processing by Client and inOne in such a manner that both Client and inOne meet their obligations in accordance with Articles 12 to 14 of the GDPR and that, where required, permission has

been obtained for the processing of personal data in accordance with the Data Protection Legislation. Client will immediately furnish all information requested with respect thereto to inOne in writing.

- 11.5 Client indemnifies, defends and holds inOne harmless from and against any claims by third parties – including claims by persons to whom the personal data processed by inOne in the context of the provision of the Services relate – based on non-compliance with Data Protection Legislation, unless Client can prove that the facts on which the claim is based are fully and exclusively attributable to inOne.

#### **Clause 12. NON-DISCLOSURE**

- 12.1 inOne and Client undertake to maintain the confidentiality of all confidential information received from the other party before and after the conclusion of the agreement and during the performance of the agreement, to use such information exclusively for the purpose for which it was made available to them, and not to disclose such information to – or make it available for use by – third parties (other than in performance of a statutory obligation). The term "third parties" also refers to any persons working for Client who do not strictly need to use inOne's confidential information. Confidential information includes in any case all Software, Quotes, confirmations referred to in Clause 3.5 under (ii), agreements, product information, manuals and other materials containing information of inOne, supplied or made available by inOne to Client under the agreement.
- 12.2 The passing on of information between Wholesaler and Wholesale Customer via inOne Commerce and inOne Hospitality Tool (Group) Order, the passing on of information between Wholesaler, Wholesale Customer and Logistics Service Provider, the sharing of information with third parties according to Clause 16, or otherwise passing on information that is inherent to the Services, will not qualify as the provision of information in contravention of this Clause 12. In addition, data entered or otherwise provided to inOne may be stored and used by inOne (including the enrichment of data) for (statistical) analysis purposes in connection with publications and information products, whereby inOne will always ensure that published information can never be traced back to a Client.
- 12.3 To the extent that inOne engages third parties for the performance of its Services, inOne will ensure that such third parties also maintain the confidentiality of the information.
- 12.4 Information is not confidential if it can be demonstrated that the information was already in the public domain at the time of disclosure and/or sharing other than through a breach of the confidentiality obligation.

#### **Clause 13. SUSPENSION AND CANCELLATION**

- 13.1 If and as soon as:
- Client fails to meet one or more of its obligations under these Terms and Conditions or any agreement with inOne on time, in full, properly, or at all;
  - third parties claim to have rights with respect to Client's property or if Client's property is seized;
  - a suspension of payment (*surséance van betaling*), or bankruptcy of Client is or has been applied for by or for the account of Client, Client makes a payment arrangement with one or more of its creditors or otherwise gives the impression of being (or becoming) insolvent;
  - Client (being a natural person) dies, is placed under guardianship, is put under administration, or is in a debt restructuring process;
  - Client dissolves or liquidates its business, either voluntarily or otherwise, Client's business is continued in a different legal form, Client's seat under the articles of association or registered office is transferred to another country, or direct or indirect control over Client is transferred to a third party;
  - Client transfers rights under an agreement to which these Terms and Conditions apply to a third party;
  - any benefit is or has been offered or provided by or on behalf of Client to an employee of inOne or a third party engaged by inOne in connection with the formation or performance of the agreement;
- all claims inOne has against Client, for whatever reason, will be immediately due and payable, without any warning or notice of default being required. In addition, inOne will be entitled in that case, at its discretion, to suspend its obligations (of any nature) to Client until Client has fully met its obligations to inOne and/or to cancel (*ontbinden*) the agreement, including interrelated agreements, in full or in part, in both cases without any court intervention, by written notice, without being liable in any way to Client for any loss, damage, costs and interest, and without prejudice to inOne's right to seek full compensation.
- 13.2 Client's right to cancel any agreement between inOne and Client in full or in part by virtue of Section 265 in Book 6 of the Dutch Civil Code is excluded.

#### **Clause 14. FORCE MAJEURE**

- 14.1 For the purposes of these Terms and Conditions, force majeure means any circumstance beyond the control of inOne that renders the performance of the agreement, or part thereof, permanently or temporarily impossible, even if such circumstance was already foreseeable at the time of formation of the agreement between inOne and Client. This includes (without limitation): fire, accidents, war, threat of war, war damage, terrorism, mobilisation, state of siege and other disturbances, riots, civil commotion, acts of war or wilful damage, epidemics, natural disasters, flooding, government measures, sit-in strikes, serious disruptions to the business and/or system of inOne, including strikes, blockades, pickets, lockouts, boycotts, excessive sickness absenteeism or staff shortages, cyber-attacks and cyber-crime, disruptions or delays to services of internet providers or of utilities, as well as the impossibility to perform the agreement as a consequence of failure in performance by (third-party) suppliers of inOne or (auxiliary) persons or items engaged or used by inOne for the performance of the agreement, import and export bans or other legal barriers at home and/or abroad, as well as facts and circumstances of an economic nature.
- 14.2 In case of force majeure, inOne has the right, at its discretion, to suspend the performance of its obligations under the agreement or to terminate (*opzeggen*)

or cancel (*ontbinden*) the agreement (in full or in part), without any court intervention being required. Such suspension or termination/cancellation (*opzegging/ontbinding*) will not render inOne liable to pay any compensation.

14.3 In case of force majeure, inOne is entitled to demand payment for the services provided by inOne in performance of the agreement in question before the force majeure (situation) arose.

#### **Clause 15. LIABILITY**

15.1 inOne is not liable for any loss or damage (i) as a result of a failure in performance vis-à-vis Client, regardless of whether such failure is attributable or not, (ii) as a result of a wrongful act vis-à-vis Client, or (iii) on any other (legal) basis.

15.2 In no event will inOne be liable for trading losses or consequential and/or indirect loss or damage (including, without limitation, loss of profits and turnover, lost savings, reputation damage and moral (non-material) damage), loss of goodwill, business interruption loss, and loss or damage as a result of claims by customers of Client. inOne is not liable either for loss or damage resulting from Client providing incorrect, incomplete or unreliable information or data to inOne (or, as the case may be, to the Wholesaler, Wholesale Customer or Logistics Service Provider), or loss or damage that is attributable to any act or omission on the part of Client other than as mentioned in this sentence. In addition, inOne is not liable for loss or damage in connection with corruption, destruction or loss of data and documents.

15.3 Without prejudice to the above provisions, inOne's liability is limited in any event to the lower of (i) the price charged to and paid by Client under the relevant agreement for the most recent period of 3 (three) months, or (ii) the amount covered by and paid out under inOne's (business) indemnity insurance in the case in question.

15.4 The exclusions and limitations of inOne's liability described in Clauses 15.1 to 15.3 do not affect the other exclusions and limitations of liability described in these Terms and Conditions.

15.5 The exclusions and limitations referred to in Clauses 15.1 to 15.4 do not apply if and to the extent that the loss or damage in question is caused by wilful intent or deliberate recklessness on the part of the board of directors of inOne or on the part of subordinates who are members of its management team.

15.6 Client indemnifies, defends and holds inOne harmless from and against any claims by third parties (including Wholesalers, Wholesaler Customers and Logistics Service Providers), including the costs of legal assistance, in any way relating to the Services provided and to be provided by inOne to Client.

15.7 Client is fully responsible for the accuracy and completeness of the information provided by it (on and through the Online Platform) in the context of the Services (including, without limitation, allergen information about products) and information exchanged with third parties (including, without limitation, Wholesaler Customers and other Wholesalers using inOne Hospitality Tool (Group) Order, and Logistics Service Providers). Client indemnifies, defends and holds inOne harmless from and against any claims by third parties with respect thereto, unless Client can prove that the facts on which the claim is based are fully and exclusively attributable to inOne.

#### **Clause 16. INONE PRODUCTS WHERE DATA IS PASSED ON TO AN INONE PARTNER**

16.1 If Client buys an inOne product where data and information relating to Client is shared from the Online Platform with an inOne partner, Client agrees that all data and information relating to Client that is stored in the Online Platform shall be shared with the partner concerned.

16.2 Client acknowledges and confirms that once inOne has made data relating to Client accessible via the Online Platform in accordance with Clause 16.1, inOne bears no liability whatsoever in respect of that data. This means, inter alia, that inOne is not liable in connection with the use or transformation of said data by third parties or the loss or dissemination of said data.

16.3 The inOne partner who receives data under Clause 16.1 is the data controller within the meaning of the GDPR with regard to the data received by it.

**Clause 17. MISCELLANEOUS** inOne is entitled to assign its rights and obligations under these Terms and Conditions to a third party. Client hereby grants its permission to inOne in advance to implement the provision of the preceding sentence and undertakes in advance to provide any further assistance that may be required for that purpose.

17.2 Client's rights and obligations under the agreement and these Terms and Conditions are non-transferable, except where the transferability thereof is expressly provided for by the agreement or these Terms and Conditions.

17.3 Except as expressly otherwise agreed by the parties in writing or otherwise provided for by these Terms and Conditions, any claim against inOne will lapse in any event upon the expiry of 1 (one) year from the time of provision of a Service or 1 (one) year from the time a Service should have been provided.

17.4 In the event of a conflict between the Quote (or, if applicable, the written confirmation referred to in Clause 3.5 under (ii)) and these Terms and Conditions, the Quote (or the aforementioned confirmation) will prevail over these Terms and Conditions.

17.5 Clauses 1, 4.4, 5.12, 6.8, 9, 11.5, 12, 13.1, 15, 17 – 18 will remain in full force after the end of the agreement.

17.6 These Terms and Conditions are available in several languages. In the event of conflicts or inconsistencies between the non-Dutch text and the Dutch text, the Dutch text prevails.

#### **Clause 18. GOVERNING LAW AND COMPETENT COURT**

18.1 All obligations and undertakings between inOne and Client, these Terms and Conditions and all (non-contractual) obligations arising therefrom or relating thereto are governed by the laws of the Netherlands, with the exception of the rules of Dutch private international law. The Vienna Sales Convention (CISG) is explicitly excluded.

18.2 Any disputes relating to or arising out of an agreement concluded by inOne, an offer or Quote from inOne to which these Terms and Conditions apply in whole or in part, these Terms and Conditions, and all non-contractual obligations arising therefrom or relating thereto, will be submitted to the exclusive jurisdiction of the competent courts in The Hague, the Netherlands.