

## C. GENERAL TERMS AND CONDITIONS KTBA NETHERLANDS BV

These Conditions for Use apply to the Agreement for the Use of the Service provided by KTBA Netherlands BV and the use of the Application, which are as defined below (PART C). KTBA Holding BV General Terms and Conditions (PART A) also apply.

### 1. Definitions

1.1. 1.1 The terms below are capitalised and have the following meaning in these Conditions for Use:

- (i) *Account*: the environment managed by the Client, to which the Client and the User(s) appointed by the Client gain access after entering the Login Details;
- (ii) *Conditions for Use*: KTBA Netherlands BV's conditions for use, which are an integral part of the Agreement;
- (iii) *Application*: the QA-Online software designed by KTBA Netherlands BV and/or KTBA Netherlands BV's licensors, which is supplied to the Client on the basis of Modules via the Service;
- (iv) *Content*: the content provided by KTBA Netherlands BV via an Account, either in the shape of a database or otherwise, to the Client, including - but not limited to - details from Riskplaza and RASFF, materials, information, documents, protocols and log files;
- (v) *User*: a natural person authorised by the Client to have access to and to use (parts of) the Service via the Account;
- (vi) *Details*: all documents, details, data, information and content, including image and sound recordings, protocols, presentations, videos, images, interactive elements, log files and user data generated by means of the Application the Client enters into and/or makes available to the Service by means of the Client's Account, for use by Users, etc.;
- (vii) *Login Details*: an email address and password with which the Client and/or the User can access the Account and consequently the Service;
- (viii) *Intellectual Property Rights*: all intellectual property rights and related rights, such as copyrights, trademark rights, patent rights, trade-name rights, design rights, database rights and neighbouring rights and rights to knowhow and sui generis rights to intellectual property;
- (ix) *Office Hours*: Monday to Friday from 9 a.m. to 5 p.m. with the exception of the public holidays legally recognised in the Netherlands;
- (x) (x) *Client*: the legal entity or natural person who, in the course of a profession or operating a business, concludes an Agreement by means of a Collaboration Proposal with KTBA Netherlands BV for purchasing the Service from KTBA Netherlands BV;
- (xi) (xi) *Module*: a part of the Application for a specific functionality which the Client can purchase from KTBA Netherlands BV by means of the Client's Account;
- (xii) (xii) *Agreement*: the agreement between the Client and KTBA Netherlands BV, consisting of the Collaboration Proposal, these Conditions for Use and the SLA;
- (xiii) (xiii) *Reports*: all output of the Service, including quality and safety protocols, reports, graphs,

diagrams and summaries compiled (by the Client) by means of the Application, either using the Details and/or the Content or otherwise;

- (xiv) *Parties*: The Client and KTBA Netherlands BV jointly;
  - (xv) *Collaboration Proposal*: the written confirmation, signed by the Parties, of (the specifications for) the purchase by the Client of the Service by which means an Agreement is formed;
  - (xvi) *Service*: supplying the Application (or its Modules purchased by the Client) remotely with which the Client can set up and manage the Client's food quality and safety by means of protocols, document management and compile Reports, etc., including the Content and the support as described in the SLA;
  - (xvii) *Service Level Agreement (SLA)*: the agreement in which the levels of service of the maintenance, support and availability are laid down;
  - (xviii) *KTBA Netherlands BV*: the private company with limited liability KTBA Netherlands BV with its registered office in Waalwijk, the Netherlands, and registered and with its principal place of business in (5171 RA) Kaatsheuvel, the Netherlands, on Horst 12, listed in the Trade Register of the Chamber of Commerce under number 51604485;
  - (xix) *Updates and Upgrades*: the new versions of the Application developed by KTBA Netherlands BV, new functionalities and Modules and/or patches, bug fixes and other changes to the Application.
- 1.2. The use of the singular or plural for the terms defined below or the use of those terms in a certain composition do not affect the application of these Conditions for Use.

## 2. Agreement

- 2.1. These Conditions for Use apply to the Agreement, all legal acts by KTBA Netherlands BV, all legal relationships between the Parties and all offers and agreements under which KTBA Netherlands BV supplies the Client with the Service and/or other services. If the User and KTBA Netherlands BV have agreed by private deed that the User may grant a sublicense to specific third parties, the User should ensure that the rights and obligations from Part C and D of these General Terms and Conditions are also laid down in the Client's legal relationship with that third party for the User.
- 2.2. An Agreement is formed as soon as one of the following has occurred: KTBA Netherlands BV's receipt of the Collaboration Proposal signed by the Client or the start of the execution of the Agreement by KTBA Netherlands BV. In the latter case, the Collaboration Proposal sent to the Client will apply as the Agreement between the Parties.
- 2.3. Departures from, and additions, to the Agreement are only valid if they have been agreed in writing by the Parties.
- 2.4. The applicability of any general purchasing conditions or other conditions used by the Client are hereby explicitly rejected.
- 2.5. If KTBA Netherlands BV, at the Client's request or with the Client's prior consent, provides additional services for which the Agreement does not provide, those services will be reimbursed by the Client according to KTBA Netherlands BV's rates current at the time the work is executed. KTBA Netherlands BV is not obliged to agree to the requests for additional services and may demand a separate agreement for them.

## 3. Service and availability

- 3.1. The Client commissions KTBA Netherlands BV to supply the Service under the Agreement. The Client then receives a user right to the Application and the Content that is made accessible to the Client as intended in Article 7.2.
- 3.2. KTBA Netherlands BV shall make every effort to ensure that the Service is provided with due care and in accordance with the arrangements and procedures laid down in the Agreement. KTBA Netherlands BV supplies the Service on the grounds of a best-efforts obligation, unless and insofar as it has been otherwise laid down in the Agreement.
- 3.3. Notwithstanding insofar it has otherwise been agreed in writing, KTBA Netherlands BV is not obliged to convert data, including Details and/or Reports or to make back-ups of Details, Reports and other data stored by the Client using the Service.
- 3.4. The Client agrees to grant and supply to KTBA Netherlands BV all access, assistance, data and materials KTBA Netherlands BV needs to be able to provide the Service. The Client guarantees that all information is correct, complete and reliable, even if it comes from third parties. If the Client fails to do

- that, there is a chance that KTBA Netherlands BV cannot provide the Service adequately. Moreover, it might lead to higher costs or expenses for the Client.
- 3.5. The Client acknowledges that the Service, including the Applications, the Modules and the Content, sold by KTBA Netherlands BV do not contain any Client-specific features or functionalities. KTBA Netherlands BV is never obliged to agree to a request from the Client to retain and/or add or develop Modules, functionalities or other features of the Application and/or Service.
  - 3.6. KTBA Netherlands BV may implement Upgrades or Updates or make other changes to the content or scope of the Service and/or Application, whereby KTBA Netherlands BV is not obliged to change - either at the Client's request or otherwise - certain features or functionalities of the Service or to maintain, change or add to the Application. KTBA Netherlands BV will notify the Client as soon as possible about the implementation of an Upgrade and/or Update. In the event the Service and/or Application, in the opinion of KTBA Netherlands BV, as a consequence of the change(s) is altered considerably in regard to the Service as defined in these Conditions for Use, KTBA Netherlands BV will inform the Client, insofar possible, in advance.
  - 3.7. KTBA Netherlands BV reserves the right to put the Service, Application, Module(s) and/or Content or one or more parts of them temporarily out of operation and/or limit its use if that is necessary, in KTBA Netherlands BV's opinion, for preventative maintenances or to implement corrections or adjustments, etc. KTBA Netherlands BV makes every effort to arrange for taking the Service, Application, Module(s) and/or Content or one or more parts of them out of operation outside office hours and to notify the Client of it in advance. In emergencies, as a consequence of which the Service, Application, Module(s) and/or Content must be taken out of operation with immediate effect or partly taken out of operation, KTBA Netherlands BV will notify the Client at the time most reasonably possible.
  - 3.8. KTBA Netherlands BV reserves the right to put the Service, Application, Module(s) and/or Content or one or more parts of them temporarily out of operation and/or limit its use if the Client fails to fulfil the Client's obligations to KTBA Netherlands BV or if KTBA Netherlands BV fears that the Client will fail to fulfil those obligations.
  - 3.9. The full or partial non-availability of the Service, Application, Module(s) and/or Content as the consequence of one of the causes listed in Article 3.4 and 3.6 to 3.8 (inclusive) can never be considered an attributable failure in the fulfilment of KTBA Netherlands BV's obligations to the Client and KTBA Netherlands BV can never be held responsible for costs or damage as a result.
  - 3.10. Insofar use is made, within the Service, of applications or programs of third parties, that use will be subject to the terms and conditions of those third parties

instead of the conditions of the Agreement. If the conditions of those third parties do not apply to the Client, the provisions of the Conditions for Use will apply. KTBA Netherlands BV does not accept any liability for the operation of the third parties' applications, programs or content.

#### 4. Account and Users

- 4.1. The Client needs an Account to be able to use the Service. The Client can arrange Accounts for the Users to be created by KTBA Netherlands BV by entering into a Collaboration Proposal with KTBA Netherlands BV. The number of Accounts to be created may be subject to limitations. The Client guarantees that the Service will only be used within the Client's organisation and/or by third parties within the context of their services to the Client, only with the Client's explicit (written) consent for that use.
- 4.2. The Client is responsible for keeping the Login Details secret. As soon as the Client knows, or has reason to suspect, that the Login Details are in the hands of unauthorised parties, the Client should notify KTBA Netherlands BV without delay, without prejudice to the Client's own responsibility to take immediate and efficient action, such as changing the Login Details, etc.
- 4.3. The Client may request KTBA Netherlands BV to activate certain Modules so that the Client can use the different functionalities of the Application by entering into a Collaboration Proposal with KTBA Netherlands BV. The Client is responsible for requesting a Collaboration Proposal for a required Module and/or to terminate a Module that is no (longer) required in accordance with the Collaboration Proposal. Modules are activated by KTBA Netherlands BV after payment as intended in Article 6 has been received unless otherwise agreed between the Parties in writing.
- 4.4. The Client accepts and acknowledges that the Client is always responsible and liable for the use made of the Service, Application, Module(s) and/or Content via the Client's Account. The Client will compensate KTBA Netherlands BV for all damage and costs arising from and/or related to the use of the Service by third parties via the Client's Account.
- 4.5. The Client is responsible and liable for all use of the Service by Users and third parties who have gained access to the Service by virtue of Article 4.1 and guarantees that the Users and aforesaid third parties will observe the provisions of these Conditions for Use.

#### 5. Use of the Service

- 5.1. The Client guarantees that the Client, when using the Service, Application, Module(s) and/or Content:
  - (i) takes measures against viruses, Trojans, other forms of computer crime and/or (other) illegal use by User(s) or third parties;
  - (ii) the Client will not spread any viruses, Trojans, malware or other malevolent codes or files or send

- spam messages or will allow them to be spread or sent via the Client's Users;
  - (iii) will not do anything that could in any way lead to downtime or otherwise adverse effects for the (operation of the) Service and/or the Application;
  - (iv) will not violate any (Intellectual Property) rights of third parties or otherwise act illegally and/or punishable by law;
  - (v) will not act in breach of the Agreement.
- 5.2. If KTBA Netherlands BV knows or suspects that the Client or one of the Users is acting in breach of the provisions of the Article 5.1 or otherwise breaches the Agreement, KTBA Netherlands BV is entitled to give the Client instructions which the Client is obliged to follow. KTBA Netherlands BV is also entitled to (temporarily) suspend the access to the Service, Application, one or more Module(s) and/or Content. The Client's payment obligation shall remain fully effective in such cases.

#### 6. Payment

- 6.1. The prices for the use of the Service and the purchase of specific Modules are included in the Collaboration Proposal and/or the Account. Prices are stated in Euros and do not include VAT or other government levies, unless stated otherwise.
- 6.2. KTBA Netherlands BV is entitled to adjust the current prices annually. If the Client does not wish to agree with such an adjustment, the Client has the right to cancel the Agreement in writing no later than sixty (60) days before the price adjustment takes effect, unless the adjustment is smaller or equals 15% of the effective price. This power to make modifications does not affect the provisions of Article 2 of KTBA Holding BV General Terms and Conditions (part A).
- 6.3. Notwithstanding any written agreements made between the Parties and the provisions of Article 6.4, the sums owed by the Client based on the Collaboration Proposal(s) are invoiced in advance per year. Payment should be made within twenty (20) days of the date on the invoice, unless explicitly otherwise agreed in writing or stated otherwise on the invoice.
- 6.4. If, in the course of a contract year, additions regarding the purchased Modules and/or Users are made by the Client, KTBA Netherlands BV will charge the fees owed for those additions on the basis of the Collaboration Proposal directly to the Client. In the next contract year, the addition Module(s) and/or User(s) will be included in the invoicing as described in Article 6.3. A decrease in number of Module(s) and/or User(s) purchased by the Client never entitles the Client to refunds of the sums paid.
- 6.5. The calculations made by KTBA Netherlands BV for the calculation of the sums owed by the Client intended in Articles 6.3 and 6.4 are binding, unless the Client can demonstrate that they are actually incorrect.

## 7. Intellectual Property

- 7.1. The Intellectual Property Rights to the Service, including the Intellectual Property Rights to the Application, the Module(s), the Reports and the Content, are the property of KTBA Netherlands BV and/or KTBA Netherlands BV's licensors. Insofar such rights can only be acquired by means of subscription or registration, KTBA Netherlands BV is exclusively authorised to do so. Nothing in the Agreement is intended to serve as a transfer of Intellectual Property Rights to the Client.
- 7.2. If the Client fully fulfils the Client's obligations arising from the Agreement with KTBA Netherlands BV, KTBA Netherlands BV will grant the Client a limited, personal, revocable, non-exclusive, non-sub-licensable and non-transferable right to remotely access and use the Service in accordance with the Agreement, including the Application, the activated Module(s), the Reports and the Content, in accordance with the Agreement.
- 7.3. Notwithstanding anything permitted on the grounds of imperative law, the Client may not change, publish, multiply, reproduce, decompile or apply reverse engineering to, (parts of) the Application, the Module(s), the Reports and the Content. Furthermore, the Client is not permitted to remove or bypass security measures or technical restrictions (of the use) of the Service, the Application and/or the Module(s).
- 7.4. If the Client acts in breach of Article 7, the Client shall owe KTBA Netherlands BV, per breach, without further warning or notice of default being required and without court intervention being required, an immediately payable fine of EUR 50,000.00 and a payable fine of EUR 2,000.00 for every day the breach continues, without prejudice to the exercise of other rights accorded to KTBA Netherlands BV, including, but not limited to, claiming compensation for damage and the powers listed in KTBA Holding BV General Terms and Conditions (Part A).

## 8. Guarantees and indemnification

- 8.1. The Client bears the risk and responsibility for all use of the Service. KTBA Netherlands BV cannot be held liable for the loss of, damage to, inaccuracies in and/or incompleteness of Details and/or Reports.
- 8.2. KTBA Netherlands BV does not guarantee that the Service is not subject to interruptions or downtime. Full or partial downtime of the Service might be caused by (among other things) by an Internet connection outage or interruption in the telephone connection, by viruses, Trojans, other forms of computer crime and/or illegal use by User(s) and/or third parties or errors/faults. KTBA Netherlands BV will make every effort to remedy any faults in the Application and/or Module(s) in accordance with the SLA. The solutions listed in the SLA are exclusively and only the Client's solutions in the event of faults.
- 8.3. KTBA Netherlands BV is not responsible for the purchase and/or adequate operation of the

- infrastructure of the Client or of third parties, including mobile equipment, telephone facilities, hardware or software purchased by the Client from third parties. KTBA Netherlands BV can never be held liable for damage or costs caused by errors in the transfer, the fact that the computer, data or telecommunication facilities, including the Internet, either belonging to third parties or otherwise, including but not limited the Internet and web browsers, (is) are fully or partially out of operation or not available (or the Application is fully or partially out of operation or not available in those facilities).
- 8.4. The Client is responsible for the complying with all technical and functional requirements set by KTBA Netherlands BV for the use of the Service.
- 8.5. The Client is responsible for the management, including checking devices, and the use of the Service, entering Details, how the results of the Service, including the Reports, are used. The Client is also responsible for the use of the Service by the Users, regardless of whether there is a relationship of authority between the Client and those Users.
- 8.6. The Client is responsible for checking the accuracy and completeness of the results of the Service and the Reports generated by means of the use of the Service. The Client should frequently check the results of the Service and the Reports generated by means of the use of the Service. If the Client is of the opinion that a certain result is erroneous, incomplete or not up-to-date, the Client should notify KTBA Netherlands BV as soon as reasonably possible.
- 8.7. The Client is responsible for assessing and verifying the suitability of the Content, Reports and/or activated Module or Module that is to be activated used by the Client for the purpose for which the Client intends it.
- 8.8. The Client guarantees that all requirements for the legal processing of personal details supplied by the Client to KTBA Netherlands BV within the context of the use of the Service - as defined in the Personal Data Protection Act - are met. The Client guarantees KTBA Netherlands BV that those details have not been acquired illegally and that the rights of third parties, including Users, are not violated. The Client indemnifies KTBA Netherlands BV against all damage and costs arising from and/or connected to claims from third parties, including competent authorities, regardless of the grounds for those claims, within the context of the processing of those details.

## 9. The processing of personal details

- 9.1. By using the Services, the Client and/or Users might supply KTBA Netherlands BV with their own personal details of those of third parties. The supply and processing of that information is governed by (privacy) legislation and regulations, such as the Dutch Personal Data Protection Act.
- 9.2. The Client acknowledges that the Client is fully responsible for compliance with the relevant legislation and regulations and that KTBA Nether-



lands BV only processes the personal details for the Client. KTBA Netherlands BV is therefore to be designated as a processor within the meaning of the Dutch Personal Data Protection Act and the Client is designated the controller.

- 9.3. KTBA Netherlands BV will only process the personal details insofar it is necessary within the context of the execution of the Agreement with the Client and on the basis of the Client's instructions, unless KTBA Netherlands BV is obliged, pursuant to the law, to process the personal details beyond that scope or on the basis of a separate agreement concluded between the Party in question and KTBA Netherlands BV.
- 9.4. KTBA Netherlands BV will make every reasonable effort to take appropriate technical and organisational measures to protect personal details against inadvertent or illegal removal or loss, corruption, unauthorised publication or access - in particular if the processing entails the transfer of details across a network - and/or against any form of illegal use.
- 9.5. In accordance with the legislation on the processing of personal details (including the Dutch Personal Data Protection Act), the Client has obligations to third parties, including the obligation to provide information and the obligation to allow personal details of the persons in question to be verified, corrected and removed. The Client is fully and exclusively responsible for monitoring the observance of those obligations.
- 9.6. KTBA Netherlands BV shall, insofar it is technically possible, cooperate with the obligations to be fulfilled by the Client. The costs involved in that cooperation are not included in the arranged fees and shall be borne in full by the Client.

## 10. Term and termination

- 10.1. The Agreement is effective as of its signature and is concluded for twelve (12) months; after that term has expired, the Agreement is renewed each time implicitly for the same term, unless one of the Parties cancels the Agreement by means of a written notice sent to the other Party with due observance of a period of two (2) months.
- 10.2. KTBA Netherlands BV also has the right to (temporarily) discontinue or suspend the Service and/or deny access to and/or to limit the use of the Service with immediate effect, without prejudice to KTBA Netherlands BV's other rights and legal remedies, including KTBA Netherlands BV's right to claim compensation for damages if the Client does not fulfil the Client's obligations arising from the Agreement.
- 10.3. Insofar the Client has paid for one or more Module(s) for a year in advance as specified in Article 6.3, the Client does not have any right to (part of) the sum already paid if the Agreement is dissolved, suspended, discontinued or cancelled.
- 10.4. On termination of the Agreement, the Parties will

remain subject to the Articles that should remain in force after such a termination, including but not limited to, Articles 8, 11 and 12.

- 10.5. After termination of the Agreement, the Client may request a non-recurrent delivery of the Details entered into the Service during use of the Service. KTBA Netherlands BV shall supply the Client with the Details in a commonly used format so that the Details can be reasonably processed by the Client. KTBA Netherlands BV is not subject to a (legally imposed) retention period of the data and Details entered into the Service by the Client. In the event the Client, on termination of the Agreement, does not immediately indicate that the Client wants the aforesaid transfer of the Details, KTBA Netherlands BV is entitled to remove and destroy Details that have been stored, modified, processed or otherwise entered into the Service with the aid of the Service without delay and without any advance notice.
- 10.6. KTBA Netherlands BV may ignore the request in Article 10.5 if KTBA Netherlands BV invokes suspension pursuant to these General Terms and Conditions (Part A, C and D). As soon as the Client has fulfilled the Client's obligations to KTBA Netherlands BV, KTBA Netherlands BV will take up the request again, on condition the period in which the Client failed to fulfil the obligations is not longer than twelve months. In the event the Client fails to fulfil the Agreement within twelve months, KTBA Netherlands BV is entitled to remove and destroy Details that have been stored, modified, processed or otherwise entered into the Service with the aid of the Service without delay and without any advance notice.

## 11. Liability

- 11.1. The total liability van KTBA Netherlands BV in regard to the Client is provided for in Part A of the KTBA Holding BV General Terms and Conditions..

## 12. Miscellaneous provisions

- 12.1. The version of any communication received or stored by KTBA Netherlands BV is deemed the authentic version (including log files), with the exception of evidence to the contrary to be provided by the Client.
- 12.2. The Parties shall always notify each other in writing of any change of name, postal address, email address, telephone number and, on request, bank account number, within a reasonable period.