



SUPPLIER PLATFORM – USER TERMS AND CONDITIONS

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1. INTRODUCTION

Stichting ZDHC Foundation ("ZDHC") is a not for profit organisation that facilitates the ZDHC Roadmap to Zero Programme to advance towards zero discharge of hazardous chemicals in the textile, apparel, leather and footwear industries ("**Industry**") through the widespread implementation of sustainable chemistry, driving innovations and best practices in the Industry to protect consumers, workers and the environment.

ZDHC Gateway B.V. ("GBV"), provides a web-based system known as the Supplier to Zero V2 Platform to support the implementation of sustainable chemical management practices based on the guidelines established/produced by or in cooperation with the ZDHC Roadmap to Zero Programme. The Solutions are provided via an online platform for that purpose on a dedicated platform: the Supplier to Zero V2 Platform.

These Terms and Conditions form the legal basis for the use of the Supplier to Zero V2 Platform. User agrees to these Terms and Conditions ("**Terms and Conditions**") and to be bound by all the provisions stated herein. Supplier will instruct all its Representatives using the Solutions on its behalf to comply with these Terms and Conditions and is liable for any breach caused by its Representatives. Representative carrying out this registration declares to be authorised to act on behalf of the Supplier.

As far as Personal Data is provided in the course of registration or use of the Supplier Platform

1. GBV declares that Personal Data will in principle be stored and processed

within the European Union in accordance with Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR). User declares having the full permission for the processing of the Personal Data from the Data Subject. On behalf of the Data Subject User gives its explicit consent to the processing of the Personal Data. The consent may be withdrawn at any time which will not affect the lawfulness of the processing before the consent was withdrawn.

2. In some cases Personal Data INCLUDING AND NOT LIMITED TO NAME AND E-MAIL ADDRESS may be transferred to a third-country jurisdiction outside of the European Union INCLUDING AND NOT LIMITED TO THE UNITED STATES OF AMERICA. The Personal Data is used in connection with the operation of the Supplier to Zero V2 Platform. However, the third-country jurisdiction the Personal Data is transferred to may not provide the same data protection standard as the GDPR does. This could mean in particular:

- Storage, processing or sharing of Personal Data may not depend on Data Subject's prior consent. Personal Data may be accessible for organisations or entities according to any applicable national laws.
- Data Subject may not be informed about the transfer of Personal Data to additional receivers, the duration of storage or the purpose of storage and processing.
- Data Subject may not claim deletion of Personal Data under the same conditions as within the European Union. In particular there may not be a 'right to be forgotten'.

In knowledge thereof and on behalf of the Data Subject User gives its explicit consent to the transfer of the Personal Data. The consent may be withdrawn at any time which will not affect the lawfulness of the processing before the consent was withdrawn.

For more details see the ZDHC Group Online Privacy Notice under the following link:
<https://www.roadmaptozero.com/privacy-notice>

2. DEFINITIONS

1. **Data** means electronic data and information stored in or processed via the Supplier to Zero V2 Platform.
2. **Data Subject** means identified or identifiable natural person Personal Data is relating to.
3. **Representative** means Supplier's or GBV's employees, consultants, contractors or agents who are authorised to represent Supplier or GBV in the assessment process and who have been supplied the means to securely access the Supplier to Zero V2 Platform.
4. **Personal Data** means Data within the meaning of Art. 4 (1) of Regulation (EU) 2016/679.

5. **Solutions.** All Data, content and services (including self-services) provided to Suppliers via the Supplier to Zero V2 Platform to support Suppliers in implementing sustainable practices.
6. **Supplier** means a production unit where actual manufacturing processes and activities take place.
7. **Supplier to Zero V2 Platform** means the web-based system provided by GBV for communication and exchange of Data to provide Solutions for Suppliers.
8. **Third-Party Assessor** means the third party approved by GBV as a provider of evaluation and assessment services.
9. **User** means any entity having registered for use of the ZDHC Gateway and Supplier to Zero V2 Platform and agreeing to these Terms and Conditions.
10. **ZDHC Gateway** means the information system provided and maintained by GBV for the purpose of data sharing in the textile, apparel, leather and footwear industries.

3. SUPPLIER PLATFORM

Supplier is granted a revocable, non-exclusive, non-transferable, non-sub-licensable right to use the Supplier to Zero V2 Platform in accordance with the following provisions:

1. Access

The use of the Supplier to Zero V2 Platform requires registration in the ZDHC Gateway. User shall not disclose, lend or assign to any third party the password for entering into the Supplier to Zero V2 Platform. If the User suspects that the login details to the Supplier to Zero V2 Platform have fallen in the hands of an unauthorised person, ZDHC Gateway support (as stated on the ZDHC Gateway landing page) needs to be informed by the User without any delay. ZDHC Gateway support subsequently will block the relevant account and will send the User the information necessary to create a new account in the shortest delay.

2. Platform content

When making use of Solutions provided via the Supplier to Zero V2 Platform, User may get access to specific content. User acknowledges that all rights, title and interest in and to this content are owned by ZDHC and/or its affiliates and that User must not use content for any purposes other than the purposes

intended by the Solution in question. In particular, User shall not copy content and make it available to any third party.

3. Unsuitable use

GBV may suspend the use of Supplier to Zero V2 Platform by any User who is determined to be unsuitable, in particular for breaching these Terms and Conditions or otherwise impeding or disrupting any other User's use of Supplier to Zero V2 Platform.

4. Maintenance

GBV will ensure regular and ongoing maintenance of the Supplier to Zero V2 Platform to correct bugs or other errors in the platform. Maintenance will be scheduled so as to cause as minimal interference with User's usage as reasonably possible. During the maintenance, User may experience slowdowns or outages.

Reasonable efforts will be made to complete maintenance within the designated maintenance window.

5. Disclaimer

The Supplier to Zero V2 Platform is provided "as is" without any warranty. GBV does not warrant that the operation of the Supplier to Zero V2 Platform will be uninterrupted or error-free. To the fullest extent permissible under applicable law, GBV disclaims all representations or warranties, express, implied, and statutory, concerning the Supplier to Zero V2 Platform or otherwise related to these Terms and Conditions.

4. PROVISION AND USE OF DATA

Solutions provided via the Supplier to Zero V2 Platform are based, amongst other things on the provision, exchange, processing and assessment of Data. In that respect the following principles shall apply:

1. Correctness of Data

As far as Solutions require the provision of Data by User the responsibility for the accuracy of Data entered into Supplier to Zero V2 Platform lies solely with the User. User warrants that Data submitted to the Supplier to Zero V2 Platform is accurate and reliable to the best of User's understanding and knowledge and agrees not to knowingly enter false or inaccurate Data into the Supplier to Zero V2 Platform.

User in particular assures that the organisational and/or Personal Data submitted during registration is not a false or fake identity.

2. Data Exchange

User understands and agrees that depending on the functionality of the Solutions there might be an exchange of Data between ZDHC Gateway and the Supplier to Zero V2 Platform. Data transferred from Supplier to Zero V2 Platform to ZDHC Gateway are subject to the Gateway Terms and Conditions. This Data and all information and results generated thereof may be processed and/or disclosed and /or shared as to the rules of Gateway User Terms and Conditions.

3. Third-Party Disclosure

User also agrees that Data stored or processed within the Supplier to Zero V2 Platform may be used, if necessary, also by Third-Party Assessors for assessment purposes. GBV will impose an obligation on approved Third-Party Assessors to treat all Data revealed through the Supplier to Zero V2 Platform within the Solution as confidential and to use the Data only for purposes connected to the respective Solution.

4. Use of Data by GBV

User understands and agrees that – irrespective of confidentiality of Data – GBV (and subsequently also ZDHC Foundation) will use Data stored and processed via Supplier to Zero V2 Platform in an aggregated unidentifiable format for benchmarking, research and data analysis.

User's approval to the use of Data by GBV includes the right to make Data available to third-party organisations. Such sharing will occur in order to reduce duplication in supply chain communication and reporting and increase scale and impact on advancing the implementation of sustainable chemistry and best practices to protect consumers, workers and the environment.

5. CERTIFICATE

When making use of the Solutions provided via the Supplier to Zero V2 Platform, Supplier may receive a certificate (hereinafter: "**Certificate**") which is intended to prove the degree of implementation of Solutions. For the duration of its validity the Supplier is entitled to use the Certificate for marketing in electronic and printed form. Supplier shall not use the Certificate in an unfair or misleading way. GBV reserves the right to withdraw Certificate in case if the Data provided by User for the review process turns out to be untrue.

6. FEES AND PAYMENT

1. **Fees.** GBV will charge fees to Users per application and/or renewal of a Certificate (hereinafter: "**Application Fee**") and/or to access certain modules of the Platform (hereinafter: "**Access Fee**"). Application Fee and Access Fee

are collectively referred to as "**Fee(s)**".

The Fee amount can be found directly on the Supplier to Zero V2 Platform when submitting an application or when requesting access to a module and/or; on a dedicated price page on the Supplier to Zero V2 Platform and/or; on the ZDHC Knowledge Base.

The Application Fee is due and payable by User when submitting an application to receive a Certificate and/or accessing certain modules (see price list annexed).

Payment of the Application Fee does not automatically grant to User the right to obtain a Certificate. The receipt of the Certificate is contingent upon (i) successful payment of the Application Fee by the User; and (ii) review and approval by GBV of User's application.

The Fee cannot be refunded once the payment has been received by GBV. Hence if GBV initiates termination of the review process for violation of these Terms and Conditions User will not be refunded any fee already paid.

2. **Fee Modifications.** GBV reserves the right to modify its Fees and charges on notice, as well as introduce new charges that will take effect upon update of the Fee amount on the ZDHC Knowledge Base and/or on the dedicated price page on the Supplier to Zero V2 Platform and/or directly on the Supplier to Zero V2 Platform when submitting an application or when requesting access to a module.
3. **Payment.** User will pay the amounts set forth by GBV on the Supplier to Zero V2 Platform. Fees are exclusive of taxes, levies, duties, governmental charges or expenses, including wire or bank expenses for payment. In addition to the Fees, User is solely responsible for and will pay (or reimburse GBV for) all withholding, value-added and sales taxes due, except for taxes on GBV's income.

7. LIMITATION OF LIABILITY

Excluding damages arising from or out of gross negligence, wilful misconduct or fraud, in no event shall GBV's liability exceed €50,000 (fifty thousand euros).

Excluding damages arising from or out of gross negligence, wilful misconduct or fraud, to the fullest extent permissible under applicable law in no event shall GBV be liable to anyone for any indirect, punitive, special, exemplary, incidental, or consequential damages of any type or kind (including loss of data, revenue, profits, use or other economic advantage) arising out of, or in any way connected with the

Supplier to Zero V2 Platform, including but not limited to the use or inability to use the Supplier to Zero V2 Platform, or any interruption, inaccuracy, error or omission. Any parts of the Solutions provided via the Supplier to Zero V2 Platform, completed by a third party, such as assessors, trainers or consultants, are the sole responsibility of that party. GBV does not accept any liability for the activities of the third party.

8. ADDITIONAL PROVISIONS

1. **Transfer of Operation.** GBV reserves the right to transfer the operation in whole or in part of the Supplier to Zero V2 Platform including all rights, obligations and responsibilities arising from these Terms and Conditions related thereto at any time to any organisation/legal entity affiliated to GBV. User declares its agreement with such transfer. In such case, these Terms and Conditions shall apply in full.
2. **Governing Law and Jurisdiction.** The use of the Supplier to Zero V2 Platform shall be governed by Dutch Law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with the participation in the Supplier to Zero V2 Platform shall be subject to the exclusive jurisdiction of the courts located in the Netherlands.
3. **Dispute Resolution.** Any and all disputes arising in connection with the use of the Supplier to Zero V2 Platform are finally settled in accordance with the rules of the Netherlands Arbitration Institute, also in case more than two parties are involved in such dispute. The arbitral tribunal shall be composed of one arbitrator appointed in accordance with the said rules. The place of arbitration is Amsterdam and arbitration proceedings are to be conducted in the English language. The arbitral tribunal shall decide in accordance with the rules of law.
4. **Non-Waiver.** No waiver by either party of any breach or default of any covenant or agreement set forth in these Terms and Conditions shall be deemed a waiver as to any subsequent and/or similar breach or default.
5. **Severability.** In the event that any of the provisions contained in these Terms and Conditions is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of these Terms and Conditions, and these Terms and Conditions shall be construed as if the invalid, illegal, or unenforceable provisions had never been contained in it.

6. **Entire Agreement.** These Terms and Conditions constitute the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, any representations or communications with respect to accessing the Supplier to Zero V2 Platform.

For avoidance of doubt the application of any terms and conditions other than the ones mentioned in these Terms and Conditions is hereby expressly excluded.

7. These Terms and Conditions may be amended by GBV and User will receive notification of such amendment. In order to access the Supplier to Zero V2 Platform, User will need to click “Agree” to the amended Terms and Conditions.

Annex A – ZDHC Group Privacy Policy

Introduction

ZDHC Group¹ ("**ZDHC Group**") is taking the opportunity to update its privacy policy² for services to make it easier to understand what information and data³ ZDHC Group collects and why ("**Policy**"). For ‘personal data’ (see below) this policy takes into account requirements of the EU General Data Protection Regulation (known as GDPR) and as provided for in the ZDHC Group Online Privacy Notice under the following link: <https://www.roadmaptozero.com/privacy-notice>. This policy is included as part of the applicable User Terms and Conditions relating to ZDHC Group Services and is shared on relevant web-based Services.

This Policy is for users of ZDHC Group web-based platforms, products and services including and not limited to the ZDHC Gateway, ZDHC Academy, ZDHC Intranet (Signatories only), Implementation HUB Supplier to Zero V2 Platform including Supplier to Zero Platform, ZDHC Group event registration tool (together called Services) and is intended to clarify the following:

1. the types of information collected by ZDHC Group;
2. how ZDHC Group uses, stores and processes collected information; and
3. how individuals (for personal data) and organisations can have their information reviewed, updated, or removed.

About ZDHC Group

The ZDHC Group works to enable the textile, apparel, and footwear (including leather) industries (the ‘**Industry**’) to implement sustainable chemical management best practice across the value chain, with the vision of the widespread implementation of sustainable

chemistry, driving innovations and best practices in the Industry to protect consumers, workers and the environment. ZDHC Group believes that, providing guidelines, platforms and solutions, fostering collaboration and driving joint implementation among Industry stakeholders across the value chain, leads to improved chemical management in the Industry, and ultimately improves the livelihoods of consumers and workers, and the environment. ZDHC Group also carries out activities to drive implementation in the Industry of sustainable chemicals management guidelines, platforms, solutions and processes by offering training, consulting, awareness raising and advisory services.

In connection with these activities, ZDHC Group collects and processes different kinds of information and data from a range of different stakeholders including ZDHC Signatories, third party organisations that have an official (approved) role within our systems and platforms, Industry partners, users of ZDHC platforms and individuals acting on behalf of these organisations.

1. Types of Information Collected By ZDHC Group

ZDHC Group collects the following four types of information (including data) ("Information").

1. Personal Information

Many of ZDHC Group Services require the user to sign up for an account. To create an account ZDHC Group may ask for personal Information such as name, email address, phone number.

2. Organisational Information

In the case where an individual signs up on behalf of an organisation (legal entity) such as a corporation, association or other organisation, ZDHC Group may ask for organisational information such as legal entity, place of business, registered address, address and contact details, bank and tax details etc.

3. Operational Information

Some of the Services provided by ZDHC Group relate to operational information such as general product information, test reports, and chemical management, sustainability and environmental information; users may be requested or required to upload such information.

4. Meta Information

While using ZDHC Group's Services or viewing content provided by ZDHC Group, ZDHC Group will automatically collect and store certain information in server logs; ZDHC Group files information such as internet protocol (IP) addresses, browser type, internet service provider (ISP), referring/exit pages, platform type, date/time stamp or number of clicks.

2. How Does ZDHC Group Use Information That Is Collected?

In general, all information collected by ZDHC Group aims at and is limited to providing/maintaining/improving Services or developing new Services in connection with ZDHC Group goals and activities (see About ZDHC Group). In pursuing this

objective ZDHC Group may use the different types of Information as set out below.

1. Personal and Organisational Information

Both personal Information and organisational information are used exclusively to grant access to ZDHC Group's Services and to allocate any operations and/or transactions within these Services to a specific user. We always ask explicit consent, having given clear, transparent insight into what information will be used and how. For rights granted to data subjects in relation to personal data pursuant to GDPR please see the ZDHC Group Online Privacy Notice under the following link: <https://www.roadmaptozero.com/privacy-notice>

2. Operational Information

Operational Information is used only to provide Services that enable and support ZDHC Group to pursue its mission and vision (see About ZDHC Group). In this context, ZDHC Group may use operational information for benchmarking and statistical purposes. Operational information is only disclosed to third parties to the extent that the information provider has agreed in advance to such disclosure e.g. by explicitly accepting applicable user terms and conditions. In that case, ZDHC Group will impose the obligation on the third party (to whom the information is disclosed) to only use the information for purposes related to the goals and objectives of ZDHC Group and with full recognition of the data providers intellectual property rights.

3. Meta Information

Meta information is not linked to any identifiable information whether personal, organisational or operational. It is used exclusively to understand meta information and trends e.g. by producing statistical reports, monitoring Services and analysis.

Meta information will not be used for purposes other than those set out above unless one of the following circumstances applies:

- The data provider/subject provides its express consent.
- External processing: ZDHC Group provides information to its affiliates or other trusted businesses or persons to process it, based on ZDHC Group's instructions and in compliance with ZDHC Group Privacy Policy and any other appropriate confidentiality and security measures.
- Legal reasons: ZDHC Group will share information with companies, organisations (including governmental authorities) or individuals outside ZDHC Group if ZDHC Group has a belief in good faith that access, use, preservation or disclosure of the information is reasonably necessary to meet any applicable law, regulation, legal process or enforceable governmental request, including outside of the EU. ZDHC Group would use meta Information to
 - enforce applicable user terms of service, including investigation of potential violations
 - detect, prevent or otherwise address fraud, security or technical issues
 - protect against harm to the rights, property or safety of ZDHC Group, the Services users of the Services or the public, as required or permitted by law.

3. How Can Users Access, Review and Update Information That ZDHC Group Has Collected?

ZDHC Group strives to enable users of Services who deliver proof of their identity

and authorisation to access, review and update Information that has been provided them quickly and effectively unless this infringes the fundamental operating principles or objectives behind the Services in question.

For personal data the data subject should refer to the procedures outlined in the ZDHC Group Online Privacy Notice under the following link:

<https://www.roadmaptozero.com/privacy-notice>

- (1) ZDHC Group includes Stichting ZDHC Foundation, Implementation Hub B.V. and any other wholly or majority owned legal entities of either.
- (2) This privacy policy covers a range of information and data types and including 'personal data' within the meaning of the EU General Data Protection Regulation.
- (3) Throughout this policy ZDHC Group uses the words 'information' and 'data' interchangeably and to mean the same thing.

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(6) Throughout this policy ZDHC Group uses the words 'information' and 'data' interchangeably and to mean the same thing.

9.