

ZDHC APPROVED SOLUTION PROVIDER 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 through the widespread implementation of sustainable chemistry, driving innovations and best practices in the Industry to protect consumers, workers and the environment.

Implementation Hub B.V. ("IHBV") is a wholly-owned subsidiary of ZDHC Foundation. It is exclusively authorised by ZDHC to deliver ZDHC implementation products, services and solutions with the aim of developing and driving the implementation of sustainable chemical management systems and processes based on ZDHC guidelines, platforms and solutions.

ZDHC offers a range of solutions for the Industry when implementing sustainable chemical management practices. Several of the solutions require the involvement of ZDHC approved third-party experts who offer and deliver commercial services to clients in the Industry. ZDHC explicitly seeks a) to encourage and support the Industry to take up the third-party services as a part of their implementation efforts and b) to encourage third parties (organisations and individuals) with such expertise to be approved by IHBV to offer such services to the Industry ("**ZDHC Approved Solution Providers**"). In that respect, ZDHC Approved Solution Providers are approved and managed via the ZDHC Approved Solution Provider Platform (the "**Platform**"), an online platform provided by IHBV for that purpose.

To establish and ensure a high level of professional standards and service delivery as well as reliability and durability of the services ZDHC and IHBV requires these third-parties to apply for approval as a ZDHC Approved Solution Provider via the Platform which also enables ZDHC Approved Solution Providers to manage their ongoing approval status.

ZDHC Approved Solution Provider agrees to these terms and conditions ("**Terms and Conditions**") and to be bound by all the provisions stated herein. ZDHC Approved Solution Provider will instruct all its Representatives using the Platform on its behalf to comply with these Terms and Conditions and is liable for any breach caused by its Representatives.

Representatives carrying out the user registration declare to be authorised to act on behalf of the organisation applying for approval on the Platform.

Consent to Processing of Personal Data:

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

1. ZDHC 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). ZDHC Approved Solution Provider declares having the full permission for the processing of the Personal Data from the Data Subject. On behalf of the Data Subject ZDHC Approved Solution Provider 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 maybe 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 reviewing this application. 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 ZDHC Approved Solution Provider 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. **Confidential Information** means all information owned, possessed or used by IHBV, ZDHC or ZDHC Approved Solution Provider, which is not known to the public, that is communicated to, learned, developed or otherwise acquired by the other party or their Representatives (a) in the performance of the Platform, or (b) through any form of written, verbal or electronic communication where the party receiving the information knows or should know that such information is confidential. Confidential Information includes but is not limited to trade secrets, methodologies, financial data (including costs and price data), personnel information, records, projections, sales and marketing data, technical processes, product designs or other information regarding business operations, suppliers, customers or computer systems.
2. **Data** means electronic data and information submitted to the Platform and/or collected and processed by and/or for ZDHC Approved Solution Provider using the Platform.
3. **Data Subject** means identified or identifiable natural person Personal Data is relating to.
4. **Industry** means the textile, apparel, leather and footwear industries and its stakeholders.
5. **Personal Data** means Data within the meaning of Art. 4 (1) of Regulation (EU) 2016/679.
6. **Representative** means ZDHC Approved Solution Provider's, ZDHC's or IHBV's employees, consultants, contractors or agents who are authorised to represent ZDHC

Approved Solution Provider, ZDHC or IHBV in the application and approval process and who have been supplied the means to securely access the Platform.

7. **Platform** means the ZDHC Approved Solution Provider Platform which is a web-based system enabling ZDHC Approved Solution Providers to apply for approval and manage their approval status.
8. **ZDHC Approved Solution Provider** means any third-party individual and legal entity applying for approval to and approved to provide services to the Industry in the context of ZDHC Solutions.
9. **ZDHC Solutions** means all services (including self-services) provided to the Industry by ZDHC Approved Solution Providers to support the Industry in implementing sustainable chemical management practices based on ZDHC guidelines, platforms and solutions.

3. THE PLATFORM

ZDHC Approved Solution Provider is granted a revocable, non-exclusive, non-transferable, non-sublicensable right to use the Platform in accordance with the following provisions:

1. **Correctness of ZDHC Approved Solution Provider's company details**

ZDHC Approved Solution Provider assures that company and/or personal details collected in the registration and application process are true and correct. ZDHC Approved Solution Provider in particular assures that the organisational and/or Personal Data submitted during registration is not a false or fake identity.

2. **Maintenance**

ZDHC will ensure regular and ongoing maintenance of the Platform to correct bugs or other errors in the Platform. Maintenance will be scheduled so as to cause as minimal interference with ZDHC Approved Solution Provider's usage as reasonably possible. During the maintenance, ZDHC Approved Solution Provider may experience slowdowns or outages. Reasonable efforts will be made to complete maintenance within the designated maintenance window.

3. Modifications and Enhancements of the Platform

Modifications and enhancements such as upgrades to the ZDHC Approved Solution Provider's interface/experience, functional enhancements, new features, and database modifications may be implemented at the sole discretion of IHBV or ZDHC.

4. Disclaimer

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

4. PROVISION AND USE OF DATA

The management of the application process and approval status via the Platform is based on the provision and review of Data. In that respect the following principles shall apply:

1. Documents

Any documents provided through the Platform such as certificates, testimonials and other evidence must be provided in English language. Documents not available in English (as Original) can be submitted provided that they are accompanied by a certified translation.

2. Correctness of Data

ZDHC Approved Solution Provider warrants that Data submitted to the Platform is accurate and reliable to the best of ZDHC Approved Solution Provider's understanding and knowledge and agrees not to knowingly enter false or inaccurate Data into the Platform. IHBV reserves the right to withdraw approval in case relevant information turns out to be untrue.

3. Use of Data

ZDHC Approved Solution Provider acknowledges that Data stored or processed within the Platform may be accessed and used by third parties contracted by IHBV specifically and exclusively for the purposes of activities connected with the application and approval process.

ZDHC Approved Solution Provider also acknowledges that limited fields of Data will be accessible to third parties interested in browsing information about the services offered by ZDHC Approved Solution Provider.

4. Confidential Information

The Parties do not assume that any of the Data processed qualify as Confidential Information. Data nevertheless qualifying as Confidential Information, IHBV will not disclose and will use at least the same degree of care, discretion and diligence in protecting the Confidential Information as it uses with respect to its own Confidential Information, but in no case less than reasonable care. IHBV will limit access to Confidential Information to its affiliates, staff members and Representatives with a need-to-know and will instruct them to keep such information confidential and to only use Confidential Information in connection with the application and approval process. IHBV will impose an identical obligation on any third party the Confidential Information is disclosed to in the course of the application and approval process. Statutory disclosure obligations remain unaffected.

5. Breach of Terms and Conditions

Any breach of ZDHC Approved Solution Provider's obligations or unauthorised use of the Platform will be deemed a material breach of these Terms and Conditions. In case of such material breach ZDHC and/or IHBV, in its sole discretion and irrespective of any other of ZDHC's and/or IHBV's rights from these Terms and Conditions, may immediately withhold or terminate ZDHC Approved Solution Provider's access to the Platform.

5. APPLICATION FEE

The ZDHC Approved Solution Provider will be charged a fee of €890 (in letters: eight hundred and ninety Euros) per application for approval as a ZDHC Approved Solution Provider. IHBV reserves the right to modify fees on notice. Fees are exclusive of taxes, levies, duties, governmental charges or expenses, including wire or bank expenses for payment.

The approval process only starts and is contingent upon the successful payment of the fee by ZDHC Approved Solution Provider.

In addition to any other rights granted to IHBV herein, IHBV reserves the right to terminate ZDHC Approved Solution Provider's application and/or approval process if ZDHC Approved Solution Provider does not make due payment.

The application fee cannot be refunded once the payment has been received by IHBV. Hence if IHBV initiates termination of the approval process for violation of these Terms and Conditions ZDHC Approved Solution Provider will not be refunded any fee paid for the approval process.

6. LIMITATION OF LIABILITY

Excluding damages arising from or out of gross negligence, wilful misconduct or fraud, in no event shall ZDHC's or IHBV's liability exceed €50,000 (in letters: 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 either ZDHC nor IHBV 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 Platform.

7. ADDITIONAL PROVISIONS

1. Transfer of Operation

IHBV reserves the right to transfer the operation in whole or in part of the Platform at any time to any organisation/legal entity affiliated to ZDHC or IHBV which is either owned by ZDHC entirely or majority owned by ZDHC and IHBV. ZDHC Approved Solution Provider 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 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 Platform shall be subject to the exclusive jurisdiction of the courts located in the Netherlands.

3. Dispute Resolution

Any and all disputes arising with the use of the 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.