

CONTENTS

I. GENERAL CONDITIONS	1
1. DEFINITIONS.....	1
2. APPLICABILITY OF THE IDH GENERAL TERMS AND CONDITIONS FOR SERVICES.....	2
3. LIMITATION OF LIABILITY.....	2
4. INDEPENDENCE.....	2
5. FRAUD AND CORRUPTION.....	2
6. CONFLICT OF INTEREST.....	2
7. PRIVACY.....	2
8. ICSR.....	3
9. COMPETITION COMPLIANCE.....	3
10. SAFEGUARDING.....	3
11. SPEAKUP.....	3
II. PERFORMANCE OF THE SERVICES	3
12. RESPONSIBILITIES OF THE CONTRACTING PARTY.....	3
13. DELAYS, UNFORSEEN CIRCUMSTANCES, CHANGES TO THE SERVICES.....	4
14. COMPLIANCE WITH LOCAL LAWS.....	4
15. THIRD PARTY COMPLIANCE.....	4
16. INSURANCES.....	4
17. GOOD ADMINISTRATION.....	4
18. RIGHT TO AN ADDITIONAL AUDIT.....	4
III. FINANCIAL CONDITIONS	5
19. FUNDING BY IDH.....	5
20. EXCHANGE RATES.....	5
21. TRANSFER OF FUNDS & PAYMENT CONDITIONS.....	5
IV. CONFIDENTIALITY	5
22. CONFIDENTIALITY.....	5
V. INTELLECTUAL PROPERTY	5
23. INTELLECTUAL PROPERTY.....	5
VI. TERM & TERMINATION	5
24. TERM.....	5
25. AMENDMENT & TERMINATION.....	5
VII. APPLICABLE LAW & DISPUTE RESOLUTION	6
26. APPLICABLE LAW.....	6
27. DISPUTE RESOLUTION.....	6

These General Terms & Conditions for services of IDH Sustainable Trade Initiative (“IDH”) state the rights and obligations of both the contracting party and IDH regarding their cooperation in general. Specific rights and obligations are agreed to in a separate agreement between the contracting party and IDH.

I. GENERAL CONDITIONS

1. DEFINITIONS

1.1. In these General Terms and Conditions of IDH Sustainable Trade Initiative, the following definitions apply:

“IDH”: Stichting IDH Sustainable Trade Initiative, a foundation under the laws of the Netherlands, registered with the Dutch Chamber of Commerce under number 53521129, having its registered office and its place of business at Arthur van Schendelstraat 500 (3511 MH) Utrecht, the Netherlands.

“Contracting Party”: The party (or parties) that has been awarded an assignment by IDH for providing services.

“Party” / “Parties”: IDH and the Contracting Party individually and collectively.

“Affiliates”: affiliates and/or subsidiaries (groeps- en/of dochtervennootschappen) within the definition of section 2:24 a and b of the Dutch Civil Code (Burgerlijk Wetboek);

“IDH General Terms and Conditions for services”: The terms & conditions in this document.

“Letter of Assignment”: the specific agreement (and all amendments thereto) between IDH and the Contracting Party in which IDH and the Contracting Party agree that the Contracting Party will provide services for IDH (under section 7:400 of the Dutch Civil Code (‘overeenkomst van opdracht’).

“Entire Agreement”: The IDH General Terms and Conditions for services and the Letter of Assignment together, as well as any annexes or other documents and terms and conditions which are applicable to the relationship between IDH and the Contracting Party (‘Additional Conditions’) and to which the Letter of Assignment expressly refers.

“Services”: The services to be performed by the Contracting Party pursuant to the Letter of Assignment.

2. APPLICABILITY OF THE IDH GENERAL TERMS AND CONDITIONS FOR SERVICES

2.1 The IDH General Terms and Conditions for services apply to the Entire Agreement between the Contracting Party and IDH. The applicability of any of the Contracting Party's conditions or other conditions is expressly excluded.

2.2 IDH has the right to change or add to the IDH General Terms and Conditions for services. IDH will notify the Contracting Party of any changes and/or additions before they take effect.

2.3 In case of inconsistencies between the General Terms & Conditions and the Letter of Assignment, the Letter of Assignment will prevail over the General Terms & Conditions.

3. LIMITATION OF LIABILITY

3.1. IDH cannot be held liable for damages, losses and/or personal injury suffered by the Contracting Party and/or any third party resulting from the execution of the Entire Agreement, including any infringement of intellectual property rights. In addition, either Party's liability for consequential damage, consequential loss, lost profits, lost savings, loss of goodwill, damage through business interruptions or damage ensuing from claims by third parties - whether based on contract, tort or otherwise - shall be excluded. The limitations of liability mentioned in this clause, or elsewhere in the Entire Agreement, shall not apply if and insofar as the damage or injury is the result of the willful intent or deliberate recklessness by the Parties or their executives.

4. INDEPENDENCE

4.1 The Contracting Party is not a legal signatory for IDH and does therefore not have the mandate to sign any contracts or other legally binding documentation on behalf of IDH.

4.2 The Entire Agreement does not, in any way, constitute an employment agreement between the Contracting Party and IDH. Therefore the Contracting Party shall be fully responsible for the payment of all taxes, social security and other costs and obligations. IDH cannot be held liable for any financial claims in this respect.

5. FRAUD AND CORRUPTION

5.1 The Parties are aware of the IDH Code of Conduct (which can be found here, or via the 'Our policies' tab on the 'About' webpage: <https://www.idhsustainabletrade.com/policies/>) . The IDH Code of Conduct provides the ethical

framework in which IDH and any party contracted by IDH must operate. It provides an overview of the values, commitments, responsibilities and integrity that IDH stands for. IDH expects its business partners to apply similar standards of conduct when working for IDH.

5.2 The Parties will not offer to third parties or seek or accept from third parties, for themselves or for any other party, any gift, remuneration, compensation or benefit of any kind whatsoever, which would be deemed corrupt or illegal.

5.3 The Parties will refrain from providing any form of support to activities that have the goal of undermining the political independence of a state, or unlawfully overthrowing a lawful government. The 'lawfulness' (or unlawfulness) referred to in this clause is not solely defined by the opinions or views of the government in question, but is also defined by international standards and/or international law.

5.4 IDH partners and persons associated with IDH projects who become aware or suspect the existence of fraud, corruption or bribery shall bring it to the attention of IDH.

6. CONFLICT OF INTEREST

6.1. The Contracting Party represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of Services required under the Entire Agreement. The Contracting Party and/ or any subcontracted third party will inform IDH in writing without delay in the event there are any actual, perceived or potential conflicts of interest relating to any of the Services under the Entire Agreement. Such party shall immediately take all necessary steps to resolve the (potential) conflict of interest. IDH reserves the right to verify whether the measures taken are appropriate and may require additional measures to be taken if necessary. IDH may terminate the Agreement with immediate effect if no satisfactory solution to IDH can be found.

6.2. For the avoidance of doubt, a (potential) conflict of interest shall include all activities that would conflict or lead to an impartial and/ or non- objective performance of any of the Services under the Entire Agreement.

7. PRIVACY

7.1. The privacy statement for business partners and consultants can be found here or via the 'Our Policies' tab on the 'About' webpage: <https://www.idhsustainabletrade.com/policies/>

8. ICSR

8.1. The Contracting Party aims to cooperate in the Program in a manner that is compatible with the ICSR Policy of IDH, which can be found here, or via the 'Our Policies' tab on the 'About' webpage: <https://www.idhsustainabletrade.com/policies/>

9. COMPETITION COMPLIANCE

9.1. The Contracting Party specifically acknowledges that IDH works in compliance with competition laws and principles as set out in IDH's Competition Compliance Policy, (which can be found here, or via the 'Our policies' tab on the 'About' webpage: <https://www.idhsustainabletrade.com/policies/>) IDH and the Contracting Party, individually and collectively, shall not engage in any behavior that restricts competition. IDH and the Contracting Party are free to enter into any agreements with third parties.

10. SAFEGUARDING

10.1. The Parties are aware of the IDH Safeguarding Policy (which can be found here, or via the 'Our Policies' tab on the 'About' webpage: <https://www.idhsustainabletrade.com/policies/>).

10.2. The Parties have a zero-tolerance approach towards any form of sexual exploitation, abuse and harassment. The Contracting Party will comply with IDH's Safeguarding Policy and shall take all reasonable steps to prevent the sexual exploitation, abuse and harassment of any person linked to the execution of the Entire Agreement by both its employees and any third party subcontracted in relation to the execution of activities under the Entire Agreement.

10.3. The Contracting Party shall immediately report to IDH any breach of the Safeguarding Policy and credible suspicions of, or actual incidents of sexual exploitation, abuse or harassment related to the Entire Agreement. The Contracting Party will assess credibility based on the source of the allegation, the content, and the level of detail or evidence provided. The Contracting Party can use the reporting mechanisms described in articles 10.1 and below.

10.4. The Contracting Party shall also report any credible suspicions of, or actual incidents that are not directly related to the Entire Agreement but could be of

significant impact to IDH's reputation or partnerships with its donors. The Contracting Party can use the reporting mechanisms described in articles 10.1 and 10.2 below.

10.5. The Parties will fully co-operate with investigations into such incidents.

IDH GENERAL TERMS AND CONDITIONS FOR SERVICES

10.6. If the Contracting Party fails to comply with the IDH Safeguarding Policy or commits a breach of any of the terms included in article 10, IDH has the right to immediately terminate the Entire Agreement without the risk of incurring liability for damages or compensation.

11. SPEAKUP

11.1 IDH is committed to conducting its work with honesty, dignity, fairness and with respect for each other and the law. The Contracting Party is encouraged to report to IDH any (suspected) violation by the Contracting Party's staff, IDH's staff or third parties of IDH's values and principles included in IDH's Code of Conduct, other IDH policies or laws or regulations that has occurred or may occur in relation to the Entire Agreement. The Contracting Party can report this directly to its contact person at IDH, to IDH's Executive Board or by using IDH's SpeakUp line.

11.2 IDH's SpeakUp line can be accessed online or by phone. Click here for a list of free phone numbers in each country or to report online. For more information, please refer to the SpeakUp policy (which can be found here, or via the 'Our Policies' tab on the 'About' webpage: <https://www.idhsustainabletrade.com/policies/>).

11.3 The Contracting Party shall promote the IDH SpeakUp line with its employees and any third party related to the execution of activities under the Entire Agreement, as well as the individuals and communities directly affected by the activities under the Entire Agreement. The Contracting Party shall use the communications materials provided by IDH (which can be found here,, or via the 'Our Policies' tab on the 'About' webpage: <https://www.idhsustainabletrade.com/policies/>).

II. PERFORMANCE OF THE SERVICES

12. RESPONSIBILITIES OF THE CONTRACTING PARTY

12.1 The Contracting Party is responsible for execution, coordination and results of the Services, as well as reporting on the Services to IDH, as agreed

between the Parties in the Letter of Assignment. The Contracting Party must do so with the necessary care and transparency, and in accordance with the terms and conditions of the Entire Agreement.

12.2 The Parties agree to define "satisfactory completion of the Services" under the Letter of Assignment as the Contracting Party providing IDH with the deliverables described in the proposal attached to the Letter of Assignment and approval of these deliverables by IDH in writing (e-mail included). If satisfactory completion of the Services is not (fully) achieved, IDH

shall have the right to adjust future payment, terminate payment and/or demand repayment of any payment, proportionate to the budget of the uncompleted (part of) the assignment.

13. DELAYS, UNFORSEEN CIRCUMSTANCES, CHANGES TO THE SERVICES

13.1 The Parties are obliged to promptly inform each other and consult with each other regarding any (suspected) changes in circumstances or irregularities that may affect the performance of the Services, and/or affect compliance with the Entire Agreement. Such notifications should include the financial interests involved (if applicable) as well as mitigating measures taken.

14. COMPLIANCE WITH LOCAL LAWS

14.1 In the performance of the Services, the Contracting Party must comply with all applicable laws and respect internationally recognized human rights, multilateral environmental agreements and internationally agreed core labor standards.

14.2 In the event of conflict between applicable laws and internationally recognized human rights, multilateral environmental agreements and/or internationally agreed core labor standards, the Contracting Party shall seek ways to respect the principles of internationally recognized human rights, multilateral environmental agreements and/or internationally agreed core labor standards to the greatest extent possible given the circumstances.

14.3 In case a breach of article 14.1 occurs or such actual or potential conflict, as referred to in article 14.2, arises under the Entire Agreement, the Contracting Party shall immediately inform IDH in writing of the breach or of the actual or potential conflict and must request IDH's approval prior to continuing the performance of Services.

15. THIRD PARTY COMPLIANCE

15.1 The Contracting Party will not assign the Entire Agreement or transfer any right or obligation thereunder to an Affiliate or any third party without the prior written consent of IDH.

15.2 The Contracting Party will ensure that any and all of the terms and conditions in the Entire Agreement shall be incorporated in equivalent contract terms in any sub-contract between the Contracting Party and a third party related to the execution of activities by the Contracting Party under the Entire Agreement. Any engagement of the Contracting Party with third parties in

IDH GENERAL TERMS AND CONDITIONS FOR SERVICES

relation to the Letter of Assignment must be in writing and will not relieve the Contracting Party of its responsibility for the third parties' performance.

16. INSURANCES

16.1 The Contracting Party is responsible for their own insurances, social premiums, income tax and any other levies related to the Project regarding their performance of the activities related to their roles and responsibilities under the Entire Agreement.

17. GOOD ADMINISTRATION

17.1 In order to provide proof that the activities under the scope of the Services have indeed been executed as agreed to between IDH and the Contracting Party in the Letter of Assignment, as well as for the purpose of good governance in general, the Contracting Party is required to have and maintain a proper and transparent (financial) administration and management.

18. RIGHT TO AN ADDITIONAL AUDIT

18.1 IDH, or any third party nominated by IDH, shall have the right to carry out audits of the Contracting Party's and/or subcontracted third parties' records to verify compliance with the provisions of the Entire Agreement, as may be relevant. IDH shall further be entitled to carry out audits of the Contracting Party's and/or subcontracted third parties' books and records insofar as they relate to the Services under the Entire Agreement and the manner in which the Services have been performed by the Contracting Party. In this respect, IDH, or any third party nominated by IDH, shall have access to all records, including systems and computers where information is stored electronically, and to all other material and records related to the performance of the Entire Agreement. Such information will be treated as confidential and will be used exclusively for auditing. Information once verified will not be used for any other purpose without the prior written consent of the party to whom it relates. Any extra costs related to an additional audit referred to in this clause shall be agreed to between the Parties in writing.

18.2 The Contracting Party shall maintain the material and records referred to in clause 18.1 until expiry of a period of two (2) years from the date of termination of the Entire Agreement or for the length of time required under the applicable law, whichever is longer.

III. FINANCIAL CONDITIONS

IV. CONFIDENTIALITY

22. CONFIDENTIALITY

22.1 It is understood and agreed to that certain information may be provided to the Contracting Party by IDH and/or any other parties, in the context of this assignment, that is and must be kept confidential. Both during the term of this Agreement and after the termination thereof, for whatever reason, the Contracting Party or its substitute shall refrain from disclosing, in any way whatsoever and to any other party, any information of a confidential nature regarding IDH's activities which has come to the Contracting Party's or its substitute's attention in the course of performing the Services under this Agreement and whose confidential nature is clear or should reasonably be clear. This obligation shall apply, by way of example and without limitation, to any technical, financial and other information, the names of partners, proposed transactions, computer software, computer systems and databases, patent and/or trade secret laws.

V. INTELLECTUAL PROPERTY

23. INTELLECTUAL PROPERTY

23.1 If IDH's donors, or the governments they may relate to, request use of reports, documentation, studies, publications, logo's or other material that is Arising Intellectual Property belonging (jointly) to IDH or free to use by IDH, IDH is free to share such information with the donor freely and without the consent of the Contracting Party.

23.2 Nothing contained in this Entire Agreement shall affect the absolute and unfettered rights of each Party in all materials, inventions, discoveries and intellectual property owned or controlled by that Party independently of the subject matter of the Entire Agreement (the "Background Intellectual Property").

23.3 Each Party (the "Indemnifying Party") will indemnify and hold the other Party (the "Indemnified Party") harmless from claims of third parties as a consequence of infringement of intellectual property rights of said third party, provided that the Indemnified Party informs the Indemnifying Party immediately in writing of the existence and content of the alleged right to claim. The aforementioned obligation to indemnify and hold harmless lapses if and insofar as the concerned infringement is related to modifications in the intellectual property rights made by the Indemnified Parties, or by third parties mandated by the Indemnified Party.

IDH GENERAL TERMS AND CONDITIONS FOR SERVICES

VI. TERM & TERMINATION

24. TERM

24.1 The Entire Agreement takes effect on the starting date agreed to between the Parties in the Letter of Assignment. The Entire Agreement ends on the end date agreed to between the Parties in the Letter of Assignment or if the Entire Agreement is terminated in accordance with the terms and conditions in the Entire Agreement. If the end date agreed to in the Letter of Assignment is exceeded yet the obligations of the Contracting Party have not been met, the Entire Agreement will remain in effect until all obligations have been met by the Contracting Party or the Entire Agreement is terminated, whichever is earlier.

25. AMENDMENT & TERMINATION

25.1 The terms and conditions of the Letter of Assignment can be amended only if the Parties agree to such amendment in writing.

25.2 IDH is an organization that is dependent on funding from multiple donors. In the event that IDHs donors terminate or materially change their funding of IDH, IDH and the Contracting Party individually and collectively have the right to terminate the Entire Agreement with immediate effect and without the risk of incurring liability for damages or compensation.

25.3 Either Party to the Agreement may terminate the Agreement immediately without the risk of incurring liability for damages or compensation, in the event that:

- a. the other Party fails to remedy any breach of its obligations under the Agreement within 30 days of written notification requiring it to do so;
- b. suspected fraud, or other illegitimate circumstances exist to such an extent that IDH considers the Contracting Party to be at fault or grossly negligent and further continuation of the Services is not possible or of too much risk. Written notice of termination shall be provided in this case, stating the applicable circumstances;
- c. the other Party files a petition for bankruptcy or is declared bankrupt; or has a liquidator, receiver, trustee or administrator appointed to it; or becomes insolvent; or admits its inability to pay its debts as they fall due.

25.4 A late payment by IDH, notwithstanding IDH's best efforts, that is no more than 60 days later than the date of the payment request, will not be considered a breach of the Agreement.

VII. APPLICABLE LAW & DISPUTE RESOLUTION

26. APPLICABLE LAW

26.1 The Entire Agreement is governed by the laws of the Netherlands.

27. DISPUTE RESOLUTION

27.1 Any dispute arising from or in connection with this Agreement which cannot be resolved amicably shall be submitted exclusively to the district court in Utrecht, the Netherlands, and each Party to this Agreement hereby submits irrevocably to the jurisdiction of such court.