

Greenomy - Legals

Effective date: **14 February 2025**

General Terms & Conditions

1. Preamble

These General Terms and Conditions (“GTCs”) govern the Services provided by Greenomy SRL (“Greenomy”) pursuant to the Form signed by the Parties, to which these GTC’s are incorporated by reference. Capitalised terms are defined under Section 16 of these GTCs.

2. Services

2.1 Platform: Extent and limits of the Services

The Services to be provided by Greenomy to the Client and the number of authorised End Clients as the case may be, the level of support, as well as the right to access the specified Product are dependent upon the chosen subscription plan and are set out in the Form.

The Client acknowledges and agrees that the Services are made available as a software-as-a-service. Accordingly, due to the nature of software-as-a-service, the Client is not subscribing to a fixed set of specifications and functionality or the expectation of any future functionality.

2.2 Term

The Agreement shall commence on the Effective Date and continue for the Term, unless terminated earlier pursuant to the Agreement.

The Agreement will be renewed automatically for successive periods of 1 year the same Term, unless terminated, by either Party in writing at least 30 days prior to the end of the Term or otherwise specified in the Form.

3. Obligations

3.1 Greenomy Obligations

3.1.1 Compliance with applicable laws and regulations

Greenomy shall comply with all applicable laws and regulations with respect to the provision of the Services and shall maintain all necessary licences, consents and permissions necessary for the performance of its obligations under the Agreement.

3.1.2 Provision of the Services

During the Term, Greenomy shall provide the Services in accordance with the Agreement and using industry standard care and skill.

3.1.3 Subcontractors

Greenomy uses subcontractors for the performance of the Services. Greenomy is responsible to the Client for the services performed by a subcontractor. To the fullest extent possible under applicable law, no subcontractor will have any liability to the Client and the Client will not bring any claim in any way in respect of or in connection with the Agreement against any subcontractor. Greenomy will bear all responsibility for its subcontractors. The fact that Greenomy entrusts all or part of its obligations to any third party does not absolve Greenomy's liability to the Client.

3.1.4 Availability of the Services

Access to the Platform is granted 24 hours a day, 7 days a week in accordance with and subject to the Service Level Agreement, which may be updated from time to time.

3.1.5 Support

The level of support and response time offered by Greenomy are set out in the Form and the Service Level Agreement.

3.2 Client Obligations

3.2.1 Use of the Services

The Client shall use and shall procure that the Users and End Clients, as the case may be, use the Services, during the Term, in accordance with the Agreement and in respect of all applicable laws.

3.2.2 Client responsibilities

The Client shall be responsible for:

- i. ensuring it has appropriate infrastructure to access and use the Services;
- ii. any breach of the Agreement by a User or End Client;
- iii. compliance with all applicable laws and regulations with respect to its activities under the Agreement;
- iv. ensuring that no other user or entity but the authorised number of entities pursuant to the Form shall access the Services;
- v. ensuring that the Personal Data required to use the Services as well as the Raw Data entered into the Platform is true, accurate and up to date.

4. Fees

4.1 Payment

Performance of the Services is in principle conditioned by the payment of the Fees by the Client, as determined in the Form. Fees are invoiced at the beginning of the Term. Unless otherwise specified in the Form, Fees are due and payable 30 days from the date of invoice.

4.2 Modalities

All Fees shall be invoiced and payable in EUR and are exclusive of VAT, or any other tax as may be applicable (which must be paid by the Client in addition to the amount stated in the Form). Fees are not refundable or cancellable, except as may be set out in the Agreement.

4.3 Late payment

If any amount properly owing to Greenomy remains unpaid on its due date, Greenomy may, after an unsuccessful written warning letter with an additional 30 days payment deadline, charge late payment interest at the legal rate applicable in Belgium for late payment in commercial matters.

When any payment remains outstanding 30 days after the due date of an undisputed invoice, Greenomy reserves the right to suspend the Services without further act or formality.

When any payment remains outstanding 60 days after the due date of an undisputed invoice, Greenomy reserves the right to terminate the Agreement without further act or formality.

The exercise of the above rights by Greenomy is without prejudice to any other right or remedy that Greenomy may have under any provision of the Agreement or the applicable law.

4.4 Disputed Invoice

Any dispute on an invoice shall be raised in good faith and addressed to Greenomy (support@greenomy.io) within 30 days following the date of the invoice. Parties commit to resolve the dispute in good faith and in a timely manner.

4.5. Fees Revision and Indexation

Greenomy reserves the right to amend the Fees in the event of a modification in the scope of the Services. In such an event, Greenomy shall inform the Client at least 30 days before the revised Fees enter into force. Should the Client disagree with the application of the revised Fees, the Client is authorised to terminate the Agreement by giving a 30 day written notice, and without such revised Fees being applicable. In addition, the Fees will be automatically revised on a yearly basis following the variations of the Belgian [Agoria index](#) based on the following formula: $V_n = V_o (0.2 + 0.8 S_n / S_o)$, where: (i) V_n = invoiced price; (ii) V_o = initial base price at the date of signature of the Agreement; (iii) S_n = Agoria index (national average) for reference labour costs DIGITAL of the month preceding the index date; (iv) S_o = same Agoria index (national average) for reference labour costs DIGITAL of the month preceding the signature of the Agreement.

5. Marketing and Testimonials

Client agrees to be contacted for testimonials about its experience with the Services, which Greenomy may post online (Website, social media platforms, etc.) and use in its marketing materials.

In addition, Greenomy may request Client's prior authorisation to display Client's name and logo on its Website and for general marketing purposes. This authorisation cannot be unreasonably withheld. The Client may revoke this authorisation at any time by email request to marketing@greenomy.io.

6. Data

6.1 Raw Data

The Services allow the Client and End Client, as the case may be, to upload, submit, store, send and, as the case may be, access Raw Data from other clients or end clients using the Platform.

The Client and End Client retain the ownership of such Raw Data. When submitting Raw Data on the Product(s) for the purpose of generating the Output, the Client and End Client, as the case may be, warrants and represents that it is either the owner of the Raw Data or holds a valid permission to use and submit such Raw Data from its owner.

The Client and End Client, as the case may be, grants to Greenomy a non-exclusive, worldwide, royalty-free licence to host, copy, use, display, transmit, analyse, and model Raw Data as appropriate for Greenomy to provide and ensure proper operation of the Services to the Client and End Client, as the case may be.

6.2 Output

The Client retains the ownership of the Output.

6.3 Aggregated Data & User Experience Data

6.3.1. Aggregated Data

The Client understands and accepts that Greenomy and its partners may create Aggregated Data for benchmarking purposes from the Raw Data and Output they have received access pursuant to Section 6.4. below. These data sets do not allow (directly or by inference) the re-identification of any data subject as the source of such data. During and after the Term, Greenomy may use, reproduce, sell, share, transfer or otherwise exploit the Aggregated Data in any way, without any restriction, in its sole discretion.

For the avoidance of doubt, Section 6.3.1 does not apply to the Impact Scoring Platform which is subject to specific provisions in Annex 1.

6.3.2. User experience Data

During the performance of the Agreement, Greenomy may receive User experience data for the purposes of improving the overall user experience on the Platform, developing new functionalities and improving the quality of Services in general, it being understood that such use shall be internal only.

6.4 Access and disclosure of Raw Data and Output

For the avoidance of doubt, Section 6.4 does not apply to the temporary subscription to the Platform aimed at evaluating the Services prior to entering into a full subscription nor to the Impact Scoring Platform which is subject to specific provisions in Annex 1.

The Client, at its sole discretion, may choose via the sharing options provided on the Platform to make available to current and future Greenomy clients and partners:

- i. the Output pertaining to the Client or End Clients.
- ii. the Raw Data pertaining to the Client or End Clients.

In the event that the Client decides not share its Output and/or Raw Data, the Client acknowledges that Greenomy clients may still request access to such information. The Client retains the discretion to accept or decline such requests through the request management system on the Platform.

In the event that the Client chooses to share its Output and/or Raw Data within the Greenomy Platform, the Client hereby grants Greenomy and its partners an unrestricted license to use such information. The Client may withdraw this licence at any moment, via the sharing options provided on the Platform, at which moment Greenomy will ensure Output or Raw Data is no longer accessible to Greenomy clients and partners.

The Client warrants and represents that it is authorised to grant the usage rights detailed in Section 6.4, if applicable, and that such grant of rights neither violates applicable law nor infringes the rights of third parties.

6.5. Third Party Data Provider

The Client is aware that Raw Data and Output as defined in this Section 6 and the rights detailed here above do not include the data from third-party data providers to which the Client may choose to obtain access on the Platform through the purchase of data licences directly to such third-party data provider. The access to third-party providers' data by Client is not part of the Agreement and is governed exclusively between third-party data providers and the Client.

7. Intellectual Property

7.1 Intellectual Property Right

Subject to the limited rights expressly granted hereunder, Greenomy reserves all of its rights, titles and interests in and to the Services and the Platform, including all of their related Intellectual Property Rights. Any Customisation, as the case may be, requested by the Client or End Client shall be incorporated to the Services and Greenomy's Intellectual Property Rights.

Greenomy grants the Client, its Users and End Clients, for the Term, a revocable, non-transferable, non-sublicensable, worldwide, non-exclusive right to use the Services in accordance with the Agreement.

Nothing contained in the Agreement shall be construed as granting any licence or right to make commercial use of any Intellectual Property of Greenomy.

7.2 Use Restrictions

The Client shall ensure that neither it nor a User or End Client shall, directly or indirectly, without Greenomy's prior express written consent:

- i. modify, translate or adapt the Platform for any purpose nor arrange or create derivative works based on the Platform;
- ii. decompile, reverse-engineer or disassemble the Platform or any part of it or otherwise attempt to discover the source code, underlying structure or algorithms relevant to the Platform;
- iii. copy any of the components of the Platform (including any software associated to it) in any way to create a software that is functionally equivalent to the Platform or any part thereof;
- iv. transfer, dispose of, grant as a right to access, lease, or distribute any of the components of the Platform (including any software associated to it) or documentation in any way to third parties;
- v. merge or integrate the Platform or any component thereof into any other programs without an express prior written agreement with Greenomy detailing the limits, conditions and compensation of such integration;
- vi. remove, obscure, or alter proprietary rights notices of Greenomy or its licensors (including trademarks and copyrights notices) which may be affixed to or contained within the Platform.
- vii. provide access to the Services to an individual associated with a Greenomy Competitor;

viii. extract information from the Services in furtherance of competing with Greenomy.

8. Confidentiality

Each Party (the “Receiving Party”) shall keep any Confidential Information of the other Party (the “Discloser”) secret and confidential and shall not disclose without the Discloser’s prior written consent, intentionally or unintentionally, any part of that Confidential Information to any third party. The Receiving Party shall not (without the Discloser’s prior written consent) use the Confidential Information, except for the exclusive purpose of performing its obligations under the Agreement or receiving the benefit of its rights under the Agreement.

Notwithstanding the foregoing, disclosure of Confidential Information to third parties is allowed when legally required or when agreed upon by the Parties (i.e., the Discloser and the Receiving Party).

9. Indemnity & Liability

9.1 Greenomy Indemnity

Greenomy shall indemnify, defend, and hold the Client harmless from and against any losses, damages, liabilities, claims and expenses of whatever kind (including without limitation reasonable attorneys’ fees), made against the Client that arises out of or relates to the use of the Services infringing any third party Intellectual Property Rights, provided that (i) Greenomy is given prompt notice of any such claim; (ii) Greenomy is given sole authority to defend any such claim; and (iii) the Client provides all reasonable cooperation to Greenomy in defending such claim.

In the defence or settlement of any claim under Section 9.1, Greenomy may at its own cost and in its own discretion (i) procure the right for the Client to continue to use the Services; (ii) replace or modify any element of the Services so they become non-infringing, provided there is no material degradation in the functionality of the Services; or (iii) terminate the Agreement with immediate effect without any additional liability pay liquidated damages or other additional costs to the Client arising from such termination, save for providing a pro-rated refund of any prepaid Fees which relate to the period after termination.

In no event shall Greenomy be liable for any claim to the extent that the alleged infringement is based on (i) any modification of the Services by Clients or Users or End Clients; (ii) any use of the Services contrary

to the Agreement; or (iii) the Client's continued use of the Services after notice of the alleged or actual infringement from Greenomy or any appropriate authority.

9.2 Limitation of liability

9.2.1 Unlimited liability by law

Nothing in the Agreement shall serve to exclude or limit either Party's liability for death or personal injury arising from negligence or for any fraudulent misrepresentation, wilful misconduct or for any other liability which cannot be excluded or limited by applicable law.

9.2.2 Exclusions

In no event shall Greenomy be liable to the Client or any third party for losses, damages, liabilities, claims and expenses of whatever kind (including without limitation reasonable attorneys' fees) arising out of (i) the improper use or misuse of the Services by the Client, its End Clients, or its Users, (ii) misappropriation or unauthorised use of Raw Data or Output by the Client, End Clients, or its Users, (iii) breach of any representations, warranties, and covenants by the Client, End Clients, or its Users, or (iv) any unlawful, fraudulent, harassing, libellous, or obscene content provided by its Users to the Platform.

9.2.3 Liability cap

Save in respect of any liability arising under the above paragraph, and to the extent permitted by applicable law, neither Party's total aggregate liability, whether in tort, misrepresentation or otherwise under the Agreement shall not exceed the total Fees paid to Greenomy in the 12-month period preceding the event giving rise to the claim.

9.2.4 Indirect damages

Notwithstanding any other provision in the Agreement, either Party shall in no event be liable for any indirect loss or damage of any kind (including, without limitation, loss of profits, loss of revenue, loss of business, or loss or corruption of data), arising from or relating to this Agreement.

10. Exclusion of warranties

10.1. General exclusion

Save as expressly and specifically provided in this Agreement, all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement. In particular, the Client is informed that Greenomy makes no representation or warranty:

- i. as to the accuracy, reliability, timeliness or completeness of the reports generated or of the Output. Any downloading, reliance on or use of such content by the Client or any third party will be at their own risk;
- ii. that the Services will be uninterrupted or error-free, or defects will be corrected or that the Platform is free of viruses or other harmful components;
- iii. as to any results from the use of the Services and shall only be held to an obligation to use best endeavours; that Raw Data, or the use thereof, will not infringe rights of third parties.

11. Force Majeure

Neither Party shall be responsible for delays in delivery or performance because of intervention of a Force Majeure Event.

The Party affected by the Force Majeure Event shall immediately inform the other Party of the occurrence of such circumstance and use its best efforts to find a suitable remedy or alternative source to overcome said Force Majeure Event. The performance of the obligation of the Party affected by a Force Majeure Event shall be excused for the duration of such circumstance and the period of the performance shall be extended for an equivalent period.

Upon cessation of the Force Majeure Event, the affected Party shall take all reasonable actions to resume compliance with its obligations. However, if a Force Majeure Event lasts more than 90 days, either Party may terminate the Agreement by giving a termination notice to the other Party with immediate effect. A Force Majeure Event is without prejudice to the obligation to pay all applicable Fees.

12. Termination

12.1 Termination for cause

12.1.1 By Greenomy

Greenomy may, at any time, without prior judicial intervention, by registered letter with acknowledgement of receipt, immediately terminate the Agreement and/or any Form and claim for the payment of any due Fee:

- i. If, the Client goes into liquidation, bankruptcy, insolvency or enters into a voluntary arrangement with its creditors;
- ii. In case of material breach by the Client (i) which is irremediable or (ii) which is capable of being cured but is not remedied within 30 days after the written notice of default by registered letter specifying the nature of the material breach.

In addition, Greenomy may at any time suspend the Services, and/or terminate the Agreement upon 5 days prior written notice, in case of reasonable suspicion of Client's and/or End Client's, as the case may be, fraud or of a risk of improper, negligent, illicit, unlawful or fraudulent use of the Services.

No Fees will be reimbursed by Greenomy in case of rightful termination for cause of the Agreement by Greenomy against the Client.

12.1.2 By the Client

The Client may, at any time, without prior judicial intervention, by registered letter with acknowledgement of receipt, immediately terminate the Agreement in case of material breach by Greenomy (i) which is irremediable or (ii) which is capable of being cured but is not remedied within 30 days after the written notice of default by registered letter specifying the nature of the material breach. In the event of rightful termination for cause for the Client, the Client shall be entitled to a *pro-rata* refund of the Fees related to the period after termination until the end of the Term.

12.2 Consequences of termination

Upon termination of the use of the Platform and the Services, this Agreement, including all rights and licenses granted hereunder, shall be terminated.

All provisions of this Agreement that are intended by their nature to survive the expiration or termination of this Agreement shall survive any such termination or expiration.

Upon request by the Client or End Client made following the expiration or termination of this Agreement,

Greenomy will make the Raw Data available to the Client and/or End Client, as applicable free of charge in industry format.

13. Personal Data

Any handling of Personal Data by Greenomy will be done in accordance with the EU General Data Protection Regulation 2016/679 (hereafter “GDPR”) as well as Greenomy’s privacy policy, which can be viewed by clicking on the following link: <https://www.greenomy.io/legals/privacy-policy>.

14. Miscellaneous

14.1 Modification of the GTCs

Greenomy reserves the right to unilaterally revise the GTCs from time to time. Minor revisions or updates will simply be published on the Website. Material modifications will be subject to notification by Greenomy to the Client by Website notice, Platform notice, email or any other form of communication. Changes will apply 14 days after they have been published or notified, as applicable. If the Client does not agree to the changes, the Client has the right to stop using the Services without charge within 14 days after the new terms and conditions have been published, or notified if applicable. In such an event, the Client will be entitled to a *pro-rata* refund of the already paid Fee.

The Client understands and agrees that its continued use of the Services 14 days following the publication, or notification when applicable, of any changes to the GTCs, constitutes acceptance of those changes. In no event shall the continued use of the Services by the Client be construed as continued under the former terms of the GTCs.

14.2 Transfer

The Client shall not assign or transfer any of its rights or obligations under the Agreement to any third party without the prior written consent of Greenomy. Greenomy may assign this Agreement to any direct or indirect subsidiaries, or to any other third party without the Client's prior consent.

14.3 Cumulative Rights and Remedies

No failure by a Party to exercise, nor any delay by such Party in exercising, any right or remedy hereunder shall operate as a waiver of any right or remedy hereunder, nor shall any single or partial exercise of any right or remedy, prevent any further or other exercise of any other right or remedy. Each

Party's rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by the applicable laws.

14.4 Partial Invalidity

If at any time any provision of the Agreement is declared invalid and unenforceable, to the fullest extent permitted by the applicable laws:

- i. The other provisions of the Agreement shall remain in full force and effect and the relevant other sections shall be interpreted in line with the intention of the Parties (as reasonably possible); and
- ii. The Parties shall negotiate in good faith, replacement or substitutive provisions which are legally valid, binding and enforceable. The meaning of such replacement clauses shall, to the extent reasonably feasible, remain close to the original intention of the Parties when entering into the Agreement.

14.5 Order of Precedence

In any case of discrepancy in the Agreement, the following order or precedence shall apply:

- 1. the Form, any annex or addendum;
- 2. the SLA;
- 3. the GTCs; and
- 4. the statement of work as applicable.

15. Governing Law & Jurisdiction

This Agreement shall be construed in accordance with and governed by Belgian law. Disputes arising in connection with these Terms shall be settled by the courts of Brussels, Belgium.

16. Audit

As reasonably requested by Client or as requested by Client's auditors, Greenomy shall cooperate with Client and its external auditors to facilitate the auditing of the Client's Output. Greenomy may charge Client a reasonable fee as compensation for its support in such an audit.

17. Definitions

Any capitalised term used herein will have the meaning ascribed to it under this Section.

Term	Definition
Aggregated Data	Data collected by the Platform, a.o., Raw Data, Output, and data of the performance of the Services, which is not identifiable to any individual person or entity, combined with data of other Users of the Platform and/or additional data sources, and presented in a manner by which individual users or entities of the Platform cannot be identified.
Agreement	The contractual agreement between Greenomy and the Client which includes the present GTCs, the signed Form, the Service Level Agreement and any other annex or addendum, statement of work, documentation, as applicable.
Client	The counterparty to Greenomy under the Agreement, as defined in the signed Form. Any reference to the Client shall comprise any of its employees, staff, and personnel whether they are employed directly or indirectly by the Client, under employment contract or not.
Customisation	Any modifications, improvements, additions, extensions, interfaces or other customizations to the Platform following specific requests from the Client.

Company Portal (Impact Scoring Platform)	<p>The interface of the Platform that guides non-financial companies – and an on a case by case basis financial corporations - through the screening of their economic activities, and overall processes by streamlining the collection of their granular ESG data, and supporting the automated generation of their sustainability KPIs (EuTax, EUGBS and CSRD) in their official reporting format (if applicable). The Impact Scoring Platform (ISP) is a digital questionnaire helping SMEs gather key ESG information, obtain an assessment of their ESG maturity, and share this data in a voluntary and simplified way with financial institutions. The ISP is part of the Company Portal. .</p>
Confidential Information	<p>Any and all information which is now or at any time hereafter in the possession of the disclosing Party and which relates to the business affairs or Intellectual Property Rights of the disclosing Party, including without limitation source codes, object codes, data, databases, know how, formulae processes, designs, drawings, technical specifications, technical modifications, samples, applications, manuals, methods, finances, lists or details of customers, lists or details of employees, marketing or sales information, prices and Fees related to any past, present or future product or service, and any other material bearing or incorporating any information relating to the general business affairs and Intellectual Property Rights of the disclosing Party or regarding third-parties to whom the disclosing Party owes an obligation of non-disclosure, whether written in any form or medium or oral and whether furnished by the disclosing Party to the receiving Party or indirectly learned by the receiving Party in connection with the Agreement. For the purpose of this Agreement, Raw Data and Output are considered Confidential Information, subject to Section 6. Confidential Information shall not include any information that the receiving Party can establish: (i) is or subsequently becomes publicly</p>

	<p>available through no act or omission of the receiving Party; (ii) was in the receiving Party's lawful possession prior to disclosure of such information; (iii) is subsequently disclosed to receiving Party by a third party who is not in breach of an obligation of confidentiality; or (iv) is independently developed by the receiving Party without the use or benefit of the Confidential Information of the disclosing Party.</p>
Effective Date	<p>The date set out as Effective Date in the relevant Form or, in the absence of a defined Effective Date, the date of signature of the Form.</p>
End client	<p>Any entity authorised by the Client and approved by Greenomy to access a specified Product and use the Services under the Form.</p>
Fees	<p>Total amount to be paid by the Client to Greenomy or the Reseller, as the case may be, as set out in the Form.</p>
Force Majeure Event	<p>Any external and unpredictable event which cannot be overcome by the exercise of reasonable care and diligence and which is considered as a force majeure event in accordance with Belgian Civil Code or case law including, without limitation, fire, flood, epidemic, pandemic, earthquake, law, order, acts or requirements of any government or authority, war, civil unrest or</p>

	<p>disturbance, embargo, terror attacks, strike, lock out or other labour problems, failure or fluctuations of public networks, power, transport or computer failure, any network-related failures, interruptions, outages, delays, system unavailabilities and other connectivity problems.</p>
Form	<p>As applicable, the subscription form or pilot form signed by the Client or End Client with Greenomy or the Reseller.</p>
Greenomy	<p>Greenomy SRL, a limited liability company, incorporated under the laws of Belgium, having its registered office and principal place of business at Avenue Louise 54, 1050 Brussels, Belgium.</p>
Greenomy Competitor	<p>Any entity that provides the same or similar services to those provided by Greenomy, as would be determined by a commercially reasonable individual.</p>
Intellectual Property (Rights)	<p>Any patents, supplementary protection certificates, utility models, rights to inventions, trade marks, service marks, domain names, logos, trade dress, trade names, goodwill and the right to sue for passing off, rights in design, copyright and neighbouring and related rights, moral rights, database rights, rights endorsed by Book XI of the Belgian Code of Economic law on the protection of computer program, right to use, and protect the confidentiality of,</p>

	<p>Confidential Information, know-how, trade secrets, an all other intellectual property rights, in each case whether registered or unregistered and including applications and rights to apply for and be granted, renewals or extensions of, an rights to claim priority from, an all rights or forms of protection having equivalent or similar effect that subsist now or in the future anywhere in the world.</p>
<p>Impact Scoring Platform</p>	<p>The Impact Scoring Platform (ISP) is a digital questionnaire helping SMEs gather key ESG information, obtain an assessment of their ESG maturity, and share this data in a simplified way with companies who have a legitimate business interest in accessing this data for ESG screening purposes. These companies can access the data via different means, including dashboards and APIs.</p>
<p>Lender Offering</p>	<p>An API that allows banks to collect EU Taxonomy and/or general ESG data for the purposes of the Impact Scoring Platform screening (at a company or specific debt instrument level) directly from their authorised counterparts via the Company Portal.</p>
<p>Personal Data</p>	<p>Data that is related to an identified or identifiable natural person pursuant to the GDPR.</p>

Platform	All-inclusive reference to the software developed by Greenomy, including: the Products, APIs and any integration or add-on functionalities made available to the Client or the End-Client.
Product	As applicable, the Company Portal, the Impact Scoring Platform and/or the Lender Offering.
Output	The Output is the data which is computed through the Platform based on the Raw Data and is meant to be disclosed in the Sustainable Finance Standards screening exercise through official and unofficial standard disclosure reports.
Raw Data	Information proprietary to the Client or the End Client fed directly by the Client or End Client to the Platform which is being used to generate the Output.
Reseller	The entity contractually authorised by Greenomy to resell Greenomy's Services and receive payment of Fees directly from clients.

Services	Provision by Greenomy of the access to and use of the Platform, processing of the Raw Data and computing of the Output in accordance and within the limits of the Agreement and any additional service performed by Greenomy in the scope of the Agreement and agreed with the Client, such as customer support, Customisation, etc.
Service Level Agreement	The performance commitments for the Services as annexed in the Form.
Sustainable Finance Standards	The EU Taxonomy Regulation 2020/852, Sustainable Finance Disclosure Directive (SFDR), the Non Financial Reporting Directive 2014/95/EU (NFRD), the Corporate Sustainable Report Directive (CSRD) and any other relevant existing and future EU and non-EU sustainable finance reporting rules and frameworks, whether voluntary or mandatory.
Term	The duration of the Agreement as stated in the Form.

User	Any employee, contractor, agent, or representative of the Client and/or End Client to whom credentials have been granted by the Client and/or End Client to access and use the Services.
Website	The Greenomy website: https://greenomy.io .

Annex 1 - Impact Scoring Platform - Specific Provisions

Effective date: **24 January 2025**

The Impact Scoring Platform-specific provisions below only apply to Users of the Impact Scoring Platform, and replace the equivalent provision in the GTCs.

6.3.1. Aggregated Data

The End Client understands and accepts that Greenomy may create Aggregated Data for benchmarking purposes from the Raw Data and Output it receives and from the use, performance and operation on the Impact Scoring Platform. These data sets do not allow (directly or by inference) the re-identification of any data subject as the source of such data. During and after the Term, Greenomy may use, reproduce, sell, share, transfer or otherwise exploit the Aggregated Data in any way, without any restriction, in its sole discretion.

6.4. Access of Raw Data and Output

Before submitting the Raw Data on the Impact Scoring Platform, the End Client shall receive a formal notification indicating that both the Raw Data and the Output will be shared on the Impact Scoring Platform upon submission. Consequently, this information will be accessible to Clients who have a legitimate business interest in accessing the Raw Data and Output (e.g., current or prospective investors, lenders or corporate clients of the Client) for ESG screening purposes. By proceeding with the submission, the End Client hereby grants Greenomy and these Clients on the Impact Scoring Platform an unrestricted license to access and use such information.

Any such Client accessing the Raw Data and Output of the End Client represents and warrants that it has a legitimate business interest in doing so and will use the information solely for ESG screening purposes.