

# General Terms and Conditions

## 1. Background

**1.1 Preamble.** Greenomy SRL reg. no. 0760.342.022 (part of Position Green Group), ("Position Green", "us" or "we"), provide (i) access to a digital software platform Position Green, including the associated digital software platforms Morescope and Factlines (collectively, the "Platform") to help organizations collect, manage, visualize, and report sustainability data, and (ii) sustainability advisory services, (the "Advisory Services"). The Platform and Advisory Services are jointly referred to as the "Services".

**1.2 Scope and Applicability.** These general terms and conditions ("General Terms and Conditions") apply to Position Green and you, the signatory to the Service Agreement, as a customer to Position Green ("Customer"), (each "Party" and collectively "Parties"). Position Green is under these terms and conditions not contracting with any group entities other than you, the signing entity nor will Position Green issue invoices to any affiliated entities, that may be covered subject to Sub-Clause 2.2. The Parties have entered an agreement for therein specified and ordered Services (the "Service Agreement") to be provided by Position Green. By signing the Service Agreement, the Customer confirms to have taken cognizance of and to approve of these General Terms and Conditions which form an integral part of the Service Agreement.

## 2. Using the Platform

**2.1 Platform License.** By entering the Service Agreement, the Customer obtains access to a worldwide, non-exclusive, non-transferable and in time limited license to access and use the Platform in accordance with the Service Agreement and these General Terms and Conditions.

**2.2 Authorised Users.** The license right applies only to the Customer entity and, if applicable, to other affiliated Customer entities as defined in the Service Agreement (hereinafter referred to as Customer Group). Entities that are not specifically listed or approved as mentioned above are not part of Customer Group for purposes of this Service Agreement. To the extent Customer would want to deviate from the arrangement as described in the General Terms and Conditions, in terms of separate license, services and or invoicing arrangements with affiliates, such deviations shall be made in a separate accession agreement. The Customer shall

be responsible for the activities conducted by the Customer and its employees, affiliate entities, and consultants.

**2.3 Third-Party Users.** Notwithstanding Sub-Clause 2.2, the Customer may grant access to use the Platform to its contractors, suppliers and corporate entities within its Customer Group providing that such access and use is strictly necessary for, and restricted to, the purpose of supporting the Customer's or affiliates' use of the Platform. The Customer shall ensure that any person who is granted access to the Platform pursuant to this Sub-Clause 2.3 (each a "Third-Party User") shall comply with the terms of the Service Agreement. If a Third-Party User commits any act, or fails to perform an act, which would constitute (if the Third-Party User had been a party to this agreement) a breach of the Service Agreement, then the Customer shall become liable to Position Green as if the Customer had committed the breach itself.

**2.4 Use Restrictions.** Without prejudice to Sub-Clause 2.3, the Customer Group may only use the Platform for its own use and may not use, transfer, sublicense, rent, or in any other way provide, permit or utilize such services for use by a third party, e.g. through time-sharing, as a service or otherwise. The Customer does not hold the right to copy, reproduce, sell, license, distribute, modify, decompile, reverse engineer or in other ways alter any part of the Platform and its software.

**2.5 Platform Access Requirements.** The Platform is provided as a Software as a Service. This implies that the Customer is required to have secure, effective and reliable internet access to be able to use the specified Platform. The Platform supports most internet browsers, but functions at its best with the latest versions of such browsers. The Customer is therefore encouraged to use an updated browser. Position Green holds no responsibility for any possible interruptions in the services caused by the Customer using an old version of a browser. The license right to use the Platform does not grant the Customer direct access to Position Green's servers, databases, physical or virtual equipment or environment. The Customer 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 Customer is not subscribing to a fixed set of specifications and functionality or the expectation of any future functionality. The set of specifications of features

may be updated from time to time, without affecting the overall functionality of the Services.

**2.6 Integrations.** Integrations with the Platform enable data retrieval from third-party systems, such as utility providers, to facilitate data analysis and reporting. Position Green does not guarantee integration compatibility with all third-party applications and reserves the right to approve, deny, or limit integrations to the Platform based on technical feasibility, security, or other business considerations. Position Green is not responsible for the performance, data handling, or service disruptions of any third-party services or vendors, including any third-party platforms used to access or process this data.

**2.7 API Credentials.** The Customer grants Position Green consent to access and retrieve data using the provided log-in credentials ("Credentials") solely for the purposes of data analysis and reporting. Where the Customer has requested additional services that require such data access and retrieval, Position Green is further permitted to use the Credentials to the extent necessary. The Customer is responsible for ensuring the security and confidentiality of the Credentials they provide and agrees to maintain and update these Credentials as necessary. Position Green will implement reasonable security measures to protect the Credentials and any accessed data, but the Customer assumes responsibility for securing these Credentials against unauthorized distribution or misuse outside of Position Green's control. Both Parties agree to comply with all applicable data privacy regulations, and Position Green shall treat all utility data accessed as confidential.

**2.8 Access Security.** The Customer shall ensure that user identities, passwords, and equivalents used by the Customer are stored and used in a secure manner and cannot be accessed and thereby used by third parties.

### **3. Advisory Services**

**3.1 Advisory Scope.** Position Green shall perform and deliver the Advisory Services specified in the Service Agreement and, if applicable, in a separate Statement of Work, ("SOW") attached to the Service Agreement or as otherwise agreed in writing with reference to the governing Service Agreement. The extent of the work to be performed shall be set out exclusively in the Service Agreement and in the SOW. In case of ambiguity or incompleteness, the Parties shall agree to amend the Service Agreement/SOW by appending thereto the relevant proposal or bid made by Position Green to the Customer.

**3.2 Provision of Information.** The Customer shall without delay supply Position Green with documentation and information that Position Green deems necessary in providing the Advisory Services. If the Customer fails to provide Position Green with the required timely access or necessary information, Position Green may inform the Customer of the lack of access or insufficient information and may, without any liability or penalties, suspend the performance of the work pending receipt of the Customer's instructions for access and/or necessary information.

**3.3 Accurate Information.** The Advisory Services, their outcome and the delivered work, (the "Deliverable(s)") are based on the documentation and information supplied by the Customer to Position Green and Position Green is not responsible for verifying the correctness of the documents or the information that the Customer has supplied. Position Green shall not be held responsible or liable for any of Customer's acts or omissions based on advice or other Deliverable(s) based on incorrect, non-complete or defective documentation or information provided by the Customer or a third party advised or instructed by the Customer.

**3.4 Deviation from Recommendation.** Position Green does not provide any legal or regulatory advice or recommendations and it is the Customer's sole responsibility to fulfill and comply with any applicable laws and regulations. Furthermore, the Customer understands that any decisions made, actions taken, or results achieved that deviate from the recommendations provided by Position Green in connection with the Services or Deliverables are made solely at the Customer's own risk. Position Green shall not be held liable for any outcomes, losses, or damages resulting from the Customer's decisions, actions, or inactions that differ from the advice, guidance and recommendations provided by Position Green as part of the Services or Deliverables.

**3.5 Change of Circumstances.** The Customer shall continuously during the performance of the Service Agreement inform Position Green of changes that could affect the conditions of the commitment.

**3.6 Post-Delivery Assistance.** Upon completion of the work, Customer shall familiarize itself with the Deliverable(s) within thirty (30) days after delivery or notification of completion of the work and inform Position Green of any question, concern, discrepancy, or inaccuracy in the Deliverable(s). Position Green may at any time correct any relevant discrepancies, errors, or omissions in the Deliverable(s). Such corrections do not constitute an acknowledgement on the part of

Position Green of any errors or mistakes. During this 30 days-period, Position Green will also respond to reasonable inquiries and provide assistance related to the Deliverables as defined in the SOW. The support does not cover new additional deliverables or modifications beyond the original project scope. Position Green reserves the right to decline support requests that are outside the scope of the original project or that require an unreasonable amount of time or resources. Any extension of the support period beyond thirty (30) days will be subject to mutual agreement of the Parties and additional fees.

## 4. Intellectual Property Rights

4.1 **Platform IP.** With respect to the Platform provided by Position Green:

a) **Ownership.** Position Green and Position Green group companies ("Position Green Group") and/or its licensors, shall hold title to any and all intellectual property rights (including methods, processes and derived works) ("IPR") and technical solutions to the Platform. Such intellectual property rights and technical solutions may only be used by the Customer in the manner stated in the Service Agreement. Under no circumstances shall the Customer or a third party acquire any intellectual property rights to the Platform or technical solutions used therein belonging to or used by Position Green or Position Green Group. Position Green grants the Customer, for the Term, a revocable, non-transferable, non-sublicensable, worldwide, non-exclusive right to use the Services in accordance with the Service Agreement.

b) **Use Restrictions.** The Customer shall ensure that neither it nor a user or Third-Party User shall, directly or indirectly, without Position Green's prior express written consent:

(i) modify, translate, adapt, decompile, reverse-engineer, disassemble, or otherwise attempt to access the source code, structure, or algorithms of the Platform, or create derivative works based on it;

(ii) copy, merge, or integrate the Platform or any part thereof into other software, or create any functionally equivalent software or system;

(iii) transfer, sublicense, lease, distribute, or otherwise make available the Platform, its components, or related documentation to any third party;

(iv) remove, obscure, or alter any proprietary notices, including trademarks or copyright notices, of Position Green or its licensors.

c) **Customisations.** Any customisation of the Platform requested by the Customer shall be incorporated to the Platform and Position Green's intellectual property rights.

4.2 **Advisory Services IP.** With respect to Advisory Services provided by Position Green:

a) **Background Intellectual Property.** Each Party shall remain the sole owner of any of its intellectual property and rights thereto existing prior to the date of the Service Agreement ("Background IP") and, except as explicitly set out in the Service Agreement, nothing herein shall imply any transfer or grant of rights to any such Background IP thereto. Position Green grants the Customer a royalty free, non-transferable worldwide right to use and copy the Background IP that Position Green has embedded in the Deliverable(s) solely for the Customer's ordinary business purposes.

b) **Third Party Rights.** Position Green warrants and represents that neither the Advisory Services nor the Deliverables provided hereunder will violate any proprietary rights of any third party.

c) **Exploitation of Deliverables.** Subject to the above, the Customer is authorized to use and exploit the Deliverables on an exclusive basis for the entire world. All intellectual property rights in the Deliverables shall be fully assigned to the Customer on an exclusive basis, for the entire world, for the duration of protection of intellectual property rights, and with no additional fees. Such assignment shall include in particular the following rights:

(i) the right to reproduce, including the right to digitise, represent, reproduce in whole or in part the Deliverables in any form and format, on any analogical or digital media, by any process, each whether existing now or to be discovered in the future, in any language, and to make or have made any original or copies;

(ii) the right to use the Deliverables, in whole or in part, in any language and in any country, by any process inherent in said rights of use;

(iii) the right to distribute in whole or in part the Deliverables, which shall include the right to sell, loan, license and/or sublicense, rent, distribute, download in any language and by any means whether known at present or discovered in the future; and

(iv) the right to modify, adapt, improve, correct, translate in any form and presentation all or part of the Deliverables.

d) **Alteration of Deliverables.** In the event of Sub-Clause 4.2 c) (iv), Position Green disclaims all

liability for any inaccuracies, misinterpretations, or errors arising from such alterations, including decisions or actions based on the altered material. The Customer assumes full responsibility for ensuring the accuracy, appropriateness, and suitability of the altered material for its intended use. Position Green shall bear no liability for any third-party use of the altered Deliverable(s). The Customer shall not attribute the altered Deliverable(s) to Position Green without clearly indicating that modifications have been made.

e) **General Knowledge.** Notwithstanding Sub-Clause 4.2. c), Position Green shall in any event not be precluded from using its general knowledge, skills, experience and any ideas, concepts, methodologies, processes and know-how that are developed, acquired or used in the performance of its Advisory Services or created by Position Green in the course of performing its Advisory Services, except to the extent this would result in a breach of Position Green's confidentiality obligations towards the Customer.

## 5. Data Processing

### 5.1 Customer Data

a) **Raw Data Ownership.** All data and content uploaded to, transferred through, posted, processed or entered into the Platform by the Customer or Third-Party User ("Raw Data") is owned by the Customer. The Customer 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.

b) **Permitted Use.** Position Green is permitted to use the Raw Data in order to provide the Platform and the Advisory Services, and to use the Raw Data, on an aggregated level and anonymised, for statistical and benchmark purposes.

c) **Output Data.** Any data which is computed through the Platform based on the Raw Data ("Output Data") is owned by the Customer.

d) **User Experience Data.** During the performance of the Service Agreement, Position Green 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 the Platform in general.

### 5.2 Personal Data

a) **Roles in Processing.** The Customer is the data controller and responsible for the processing of personal data performed by the Customer when using the Services. This means that the Customer is

obliged to, among other things, provide the individuals registered as users of the Services on behalf of the Customer with information, as well as to ensure purpose and legal basis for the handling of the personal data. Position Green is, respectively, responsible for the processing of personal data when providing the Services to the Customer. All personal data processing for which Position Green is responsible as a controller will be handled in accordance with Position Green's privacy policy, available at: <https://www.positiongreen.com/privacy-policy/>

b) **Data Processing Agreement.** If Position Green is considered to be a processor to the Customer, Position Green shall fulfill its obligations as a processor in accordance with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, (General Data Protection Regulation, "GDPR"), and will furthermore accept such assignment based on the instructions, terms and conditions in the Data Processing Agreement ("DPA") which is set out in an appendix to the Service Agreement and which hereby forms an integrated part of the Service Agreement.

### 5.3 Artificial Intelligence

a) **Use of AI.** The Platform and the provision of Advisory Services may involve the use of artificial intelligence functionality ("Use of AI") as part of (i) analyzing data and content uploaded to, transferred through, posted, processed, or entered into the Platform by the Customer or any third party on behalf of the Customer and/or (ii) the output from the Platform or as part of the Deliverables provided by Position Green.

b) **AI Terms of Use.** The Use of AI is included by default and governed by the AI Terms of Use, available at: <https://www.positiongreen.com/wp-content/uploads/2026/01/AI-Terms-of-Use-v.1.0.pdf>. If the Customer wishes to opt out from Use of AI, this shall be expressly stated in the Service Agreement or notified to Position Green by email.

## 6. Limited Warranty

6.1 **IPR Warranty.** Position Green warrants, to the best of its knowledge, that the Services do not infringe upon any third-party IPR and that the Services are provided in compliance with applicable laws and regulations.

6.2 **Warranty Exclusions.** Except for the express warranties set forth above and in the SLA and to the extent permitted by law, Position Green

expressly disclaims all other warranties with respect to the Services, whether express or implied, including without limitation, fitness for a particular purpose, satisfactory quality, non-infringement and quiet enjoyment, accuracy or reliability of results from use of the Services, that the Services will meet specific requirements, that the Services will be uninterrupted, accurate, completely secure, free of software errors or other harmful components, that the Raw Data or the use thereof will not infringe rights of third parties, or that defects and deficiencies in the Services will be corrected. The Customer acknowledges and agrees that any use of or reliance on the Services, including any reports or output generated by the Platform, is at the Customer's sole risk.

## 7. Limitation of Liability and Indemnity

**7.1 Liability Cap.** Position Green's liability under the Service Agreement, including the DPA, shall, under all circumstances be limited to direct losses in an aggregated amount corresponding to the agreed fees paid by the Customer for the Services during the period of twelve (12) months immediately prior to the event giving rise to the claim that entitles Customer to damages.

**7.2 Unlimited Liability by Law.** Notwithstanding the foregoing, the limitations set out in above Sub-Clause 7.1 shall not apply in the case of gross negligence, willful misconduct or fraud or for any other liability which cannot be excluded or limited by applicable law.

**7.3 Indirect Damages.** Under no circumstances shall Position Green be liable for indirect or consequential losses, including but not limited to loss of profits or anticipated savings, loss of revenue, loss of content or any other data. Furthermore, and notwithstanding the above, Position Green shall not be liable for any errors, misinterpretations, nor any decisions or actions taken by the Customer or any third party based on any outputs.

**7.4 Liability Exclusions.** Position Green is not liable for (i) any defects or interruptions to the Services due to Customer's equipment or in other ways assignable to the Customer, (ii) the improper use or misuse of the Services by the Customer or its users, (iii) misappropriation or unauthorised use of Raw Data by the Customer or its users, (iv) breach of any representations, warranties, and covenants by the Customer or its users, or (v) any unlawful, fraudulent, harassing, libellous, or obscene content provided by its users to the Platform.

**7.5 Time Limit.** Any claim by the Customer against Position Green arising out of or relating to the Services, must be properly filed in the forum provided in Clause 16 and properly served upon Position Green within twelve (12) months following completion of the Services or termination of the Service Agreement, whichever is earlier. Failure to raise a claim within the stipulated time shall constitute a waiver of such claim, and Position Green will have no liability for the same.

**7.6 Customer Indemnity.** The Customer shall defend and indemnify Position Green for any claim, suit or proceeding brought against Position Green by third parties arising out of or connected to content processed by the Customer or otherwise relating to the Customer's breach of the Service Agreement.

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

In the defence or settlement of any claim under this Sub-Clause 7.7, Position Green may at its own cost and in its own discretion (i) procure the right for the Customer 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 Service Agreement and/or SOW with immediate effect without any additional liability or other additional costs.

In no event shall Position Green be liable for any claim to the extent that the alleged infringement is based on (i) any modification of the Services by the Customer or its users (in reference to Sub-Clause 2.3); (ii) any use of the Services contrary to the Service Agreement and/or SOW; or (iii) the Customer's continued use of the Services after notice of the alleged or actual infringement from Position Green or any appropriate authority.

## 8. Force Majeure

**8.1** A Party is exempt from liability to pay damages or to perform certain obligations under the Service Agreement, if the damage or failure is due to circumstances beyond such Party's control

and of such nature which the Party could not be expected to have anticipated at the entering of the Service Agreement, nor with repercussions the Party could not have avoided or conquered, including industrial disputes, wars, fire, lightning, flood, pandemic, epidemic, quarantine, virus outbreaks, terrorist attacks, new or amended legislation, government action or omission.

## 9. Marketing

9.1 The Customer agrees that Position Green may (i) disclose that the Customer is a paying customer and (ii) use Customer's name and logo on its own website, and in promotional and marketing material.

## 10. Platform Availability, Support and Service Level

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

10.2 The level of support and response time offered by Position Green are set out in the Service Agreement and the Service Level Agreement, available at: <https://app.eu.vanta.com/position/green/trust/mwu6d1g8u9cwlhw60bdb4s/resources?s=44rgark0jxitvk06rwelh&name=service-level-agreement>.

## 11. Switching

11.1 **Switching Right.** The Customer is entitled to request a switch to a different service provider of functional equivalence during the term, by giving Position Green two (2) months' prior written notice ("Switching Notice Period"). Position Green reserves the right to request reasonable documentation confirming the switch to a different service provider.

11.2 **Switching Procedure.** Provided that a valid and duly made request is submitted by the Customer pursuant to Sub-Clause 11.1, Position Green will initiate a switching procedure to be finalized within thirty (30) calendar days following the Switching Notice Period. In the event of technical unfeasibility, a new time frame will be communicated to the Customer. Such timeframe shall in no event exceed seven (7) months from the end of the Switching Notice Period. Position Green shall facilitate the export of Customer data in a structured, commonly used, and machine-readable format and shall take all appropriate measures to avoid imposing any technical barriers that hinder

the Customer's ability to switch to a different service provider.

11.3 **Assistance and Support.** The Customer is required to offer all reasonable assistance and support to make the switching process effective.

11.4 **Consequences of Switching.** At the completion of the switching process, all data will be removed from the Platform, in accordance with the Position Green retention policy and applicable law, and the license shall be deemed terminated.

11.5 **Early Termination Fee.** In the event that the Customer exercises its right to switch provider in accordance with this Clause 11, Position Green reserves the right to apply a proportionate early termination fee.

## 12. Confidentiality

12.1 Position Green undertakes not to disclose to any third party, or otherwise make available, information received by Position Green from the Customer due to the use of the Services, except to a company within the same de jure or de facto group of companies as Position Green, or to a third party, for the sole purpose of providing the Services under the Service Agreement. Position Green ensures that its employees and contractors will only have access to Customer's confidential information on a need-to-know basis. Position Green also ensures that any employees and contractors to whom such information is disclosed comply with this undertaking. Furthermore, any other information received by a Party that in any way relates to the other Party, including but not limited to any business, financial, scientific, intellectual property (including the intellectual property of Position Green AB and other Position Green group companies which, for the purposes of this Clause 12, shall be treated the same as any intellectual property owned by Position Green), customer or potential customer related, technical or operational information shall be considered confidential ("Confidential Information") and shall not be disclosed to any unauthorized third party.

12.2 For the avoidance of doubt, all emission factors and proxy data used in the Platform and all further information and material relating to such emission factors and proxy data, provided by Position Green and its licensors, shall be considered Confidential Information. Such Confidential Information may only be used for Customer's internal use and for auditing purposes, provided that any individuals receiving such Confidential Information are informed about the Customer's confidentiality obligations under the Service Agreement.

12.3 The confidentiality obligations set out in this Clause 12 shall not apply to such information that a Party can demonstrate became known to that Party other than pursuant to the Service Agreement or which is in the public domain. Nor shall the duty of confidentiality apply where a Party is obligated to provide information pursuant to legal provisions, public authority regulations or court orders or otherwise agreed upon under the Service Agreement. The duty of confidentiality shall remain in force notwithstanding the termination of the Service Agreement.

## 13. Fees and Payment

13.1 **Taxes.** Each Party is solely responsible for paying any and all taxes to any public authority wherever such taxes are levied on the activities of such Party. For the avoidance of doubt, all amounts stated or agreed to be paid by the Customer to Position Green under the Service Agreement are exclusive of value added tax (VAT) and similar indirect tax including but not limited to GST, digital tax and sales tax, and such indirect tax, where applicable, shall be payable by Customer in addition to the amounts stated or agreed. The Customer shall also be responsible for any direct taxes, duties, levies, contract taxes, digital taxes, etc. levied and withheld on any payment from the Customer to Position Green. If any such taxes, duties etc. are levied and amounts withheld, then the payment to Position Green shall be grossed up such that the payment received by Position Green is equal to the sums stated or agreed within the Service Agreement (plus any agreed additions, including but not limited to VAT and/or sales tax). The Customer shall within reasonable time provide Position Green with the appropriate proof of payment (e.g., tax receipts) of any abovementioned amounts withheld from the payment.

13.2 **Payment Terms.** The Customer shall make payment as agreed herein for the Services, including any variations, to Position Green's bank account stated on the invoice within thirty (30) days of the date of the invoice.

13.3 **Late Payment.** Except for invoiced payments that the Customer has timely and successfully disputed, all late payments shall bear interest, provided that such interest shall only begin to accrue after Position Green has sent the Customer a written warning granting an additional thirty (30) days to make payment, and the Customer has failed to pay within such period. The interest shall accrue at the rate of one and one-half percent (1.5%) per month, calculated daily and compounded monthly. The Customer shall also reimburse Position Green for all reasonable costs incurred in

collecting any late payments, including, without limitation, legal fees and costs. In addition to all other remedies available under the Service Agreement or at law (which Position Green does not waive by the exercise of any rights hereunder), Position Green shall be entitled to suspend the provision of any Services if the Customer fails to pay any amounts/fees when due hereunder and such failure continues for two (2) weeks following written notice thereof.

13.4 **Travel Expenses.** With respect to Advisory Services provided by Position Green: Position Green shall have the right to invoice the Customer for any priorly approved expenses incurred concerning travel and accommodation. These expenses will be billed at actual cost plus a ten (10) percent administrative surcharge. Furthermore, for Advisory Services billed hourly, travel time will be charged at a reduced rate of 50% of the standard hourly rates. Position Green commits to minimizing the travel required by utilizing remote communication to the greatest extent possible, to reduce environmental impact and costs.

13.5 **Indexation.** The Customer shall for the Platform pay the agreed fees set out in the Service Agreement. Notwithstanding the foregoing, fees for the Platform (both ordered and list prices) will be automatically revised on a yearly basis following the variations of the Belgian Agoria index based on the following formula:  $Vn=Vo (0.2 + 0.8 Sn/So)$ , where: (i)  $Vn$  = invoiced price; (ii)  $Vo$  = initial base price at the date of signature of the Agreement; (iii)  $Sn$  = Agoria index (national average) for reference labour costs DIGITAL of the month preceding the index date; (iv)  $So$  = same Agoria index (national average) for reference labour costs DIGITAL of the month preceding the signature of the Agreement.

## 14. Term and Termination

14.1 **Term.** The Service Agreement shall commence as of the Effective Date set out in the Service Agreement and shall continue thereafter (a) for the Initial Term or, as applicable, (b) the completion of the Advisory Services under the Service Agreement/SOW, unless terminated earlier pursuant to the Service Agreement.

14.2 **Automatic Renewal.** In the event of Sub-Clause 14.1 a), following the Initial Term the Service Agreement will be renewed automatically for successive renewal terms of twelve (12) months, unless terminated by either Party at least three (3) months prior to the end of the then-current license term, or as otherwise specified in the Service Agreement.

**14.3 Termination for Convenience.** The Customer may terminate Advisory Services by giving Position Green at least thirty (30) days' prior written notice of its election to terminate. In case of termination for convenience by Customer, Customer agrees to pay Position Green the highest of (i) 50 percent of the agreed fixed or estimated fees or (ii) full compensation for the work carried out prior to the termination and for all reasonable costs incurred by Position Green as a result of the termination.

**14.4 Termination for Cause.** Either Party has the right to terminate the Service Agreement with immediate effect if:

- a) the other Party is guilty of material breach of the Service Agreement, and the breach of the Service Agreement is (i) not fully rectified within thirty (30) days from the date on which the Party in breach receives written notice from the other Party specifying the nature of the breach with a request that corrective action is taken or (ii) irremediable;
- b) the other Party suspends payments, resolves on voluntary or involuntary liquidation, applies for a company reorganization or bankruptcy (or if a third party applies for that Party to be declared bankrupt) or if the Party can otherwise be regarded as insolvent.

**14.5 Ethical Violation.** In the event that the Customer becomes involved in an ethical violation constituting a breach of Position Green's Ethical Guidelines, as referred in Sub-Clause 15.9, Position Green will notify the Customer in writing, stating the nature of the violation and the remedial action to be implemented within a reasonable timeframe. If the Customer has failed to rectify the notified violation within this timeframe, Position Green may terminate this Agreement by notice in writing, effective immediately on receipt by the Customer.

**14.6 Access Suspension.** In the event of Customer's breach of the Service Agreement, Position Green has the right, in addition to other remedies, to block or limit the Customer's access to the Platform until this is rectified, or if it is not rectified, until the termination of the Service Agreement.

**14.7 Consequences of Termination.** The Customer will at the expiration of the Service Agreement, regarding the specified Platform services, regain possession of the data the Customer, or third party on behalf of the Customer, entered into the Platform. Position Green will provide the Customer, or a third party appointed by the Customer, with the requested data in Excel format or, upon request, in structured, commonly used, and machine-readable format. The data shall be submitted to the Customer within thirty (30) days

from the expiration of the Service Agreement. Finally, the account will be terminated, ensuring all user access is revoked and data is securely deleted from the servers in accordance with the DPA and GDPR.

**14.8 Surviving Provisions.** The following clauses will survive termination: Clause 4 (Intellectual Property Rights), Clause 7 (Limitation of Liability), Clause 9 (Marketing), Clause 12 (Confidentiality), Sub-Clause 15.7 (Non-Solicitation) and Clause 16 (Disputes and Applicable Law).

## 15. General Provisions

**15.1 Assignment by Position Green.** Position Green shall be entitled, in whole or in part, to assign its rights and obligations under the Service Agreement to a company within the same de jure or de facto group of companies as Position Green or to a purchaser or transferee of all or substantially all of its stock or assets without the Customer's prior consent.

**15.2 Assignment by Customer.** The Customer shall not be entitled to assign its rights or obligations under the Service Agreement without Position Green's prior written consent.

**15.3 Order of Precedence.** In any case of discrepancy among the documents comprising this Agreement, the following order of precedence shall apply:

1. The Service Agreement
2. These General Terms and Conditions (incl. AI Terms of Use and SLA)
3. Ethical Guidelines
4. Privacy Policy

**15.4 Amendment.** Position Green reserves the right to amend these General Terms and Conditions, including referenced Privacy Policy and Ethical Guidelines. The Customer shall be informed of such amendments by e-mail. The Customer shall be deemed to have received such notice within fourteen (14) days of the notice being sent by e-mail. In the event that the Customer does not accept the amendment, the Customer shall be entitled, within thirty (30) calendar days from the date of dispatch of the e-mail, to terminate the Service Agreement with immediate effect, provided that the changes have an adverse effect on the Customer that cannot not be considered minor. The Customer understands and agrees that its continued use of the Platform and/or Advisory Services thirty (30) days following the e-mail notice, constitutes acceptance of those amendments.

**15.5 Partial Invalidity.** If any provision of the Service Agreement is declared unenforceable for

any reason, the remainder of the Service Agreement will continue in full force and effect, and the unenforceable provision shall be amended to the extent possible and permitted by law to achieve as nearly as possible the same intent and economic effect as the original provision.

**15.6 Insurance.** Position Green undertakes to maintain comprehensive general liability insurance adequate for the risks typically associated with the provision of Position Green's services under this Agreement. Position Green's liability under this Agreement remains subject to the limitations set forth in Clause 7. Limitation of Liability and Indemnity.

**15.7 Non-Solicitation.** During the term of the Service Agreement and for a period of twelve (12) months following its termination or expiration, the Customer (including its subsidiaries) agrees not to solicit, engage, hire, or otherwise recruit any employee of Position Green (including its subsidiaries), except in cases where the individual independently responds to a general public advertisement or takes the initiative without any prior inducement by the Customer.

**15.8 Ethical Guidelines.** Position Green's "Ethical Guidelines for selecting customers and business partners at Position Green" can be found on the following link: <https://www.positiongreen.com/wp-content/uploads/2023/05/Position-Green-Ethical-Guidelines-for-selecting-customers-pdf> ("Ethical Guidelines"). The Ethical Guidelines set out the types of activities that Position Green does not wish to be associated with and shall form an attachment to the Service Agreement.

## 16. Disputes and Applicable Law

**16.1 Governing Law.** The laws of Belgium shall apply to the Service Agreement, without reference to its principles on conflict of laws.

**16.2 Arbitration.** Disputes arising out of or in connection with the Service Agreement shall be finally settled by arbitration administered by the International Chamber of Commerce, (ICC), in accordance with the rules of arbitration procedure adopted by ICC and in force at the time when such proceedings are commenced. ICC shall also, in consideration of the degree of complexity of the case, the value of the matter at issue and other circumstances determine whether the arbitral tribunal shall consist of one arbitrator or three arbitrators and if expedited arbitration is required.

**16.3 Arbitration Seat.** The seat of arbitration shall be Brussels, Belgium. The arbitration proceedings shall be conducted in the English language.

**16.4 Overdue Payment Disputes.** Notwithstanding Sub-Clause 16.2, Position Green may bring disputes regarding overdue unpaid claims for the Services before the ordinary courts of Belgium, with the District Court of Brussels (Tribunal de l'entreprise) as the court of first instance.

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Sweden	Norway	Denmark	UK	Belgium	Germany	Netherlands
Malmö Stockholm Gothenburg	Oslo	Copenhagen	London	Brussels	Berlin	Amsterdam