

General Terms and Conditions

- Advisory Services Only

1. Background

1.1 **Preamble.** Position Green UK Ltd., reg. no. 14586186, ("Position Green", "us" or "we"), will provide sustainability advisory services, (the "Advisory Services") to the Customer (as defined below).

1.2 **Scope and Applicability.** These general terms and conditions ("General Terms and Conditions") apply to Position Green and you, the signatory to the Advisory 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. The Parties have entered an agreement for therein specified and ordered services (the "Advisory Agreement") to be provided by Position Green. By signing the Advisory 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 Advisory Agreement. The Customer shall be responsible for the activities conducted by the Customer and its employees, affiliate entities, consultants and users.

2. Advisory Services

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

2.2. **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.

2.3. **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.

2.4 **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. 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.

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

2.6. **Post-Delivery Assistance.** Upon completion of the work, the Customer shall familiarize itself with the Deliverables 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 Deliverables. Position Green may at any time correct any relevant discrepancies, errors, or omissions in the Deliverables. Such corrections do not constitute an acknowledgment 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.

3. Platform Services

3.1 **Platform Offering.** Position Green can also offer access to the digital software platforms Position Green, Morescope and Factlines (together the "Platform") to help organizations collect, manage, visualize, and report sustainability data. The Customer shall be entitled to order Platform services from Position Green if such need would arise during the term of this Agreement. The scope, pricing, and terms governing the provision of such Platform services shall be agreed upon in a separate agreement between the Parties.

3.2 **No Obligation.** Nothing in this General Terms and Conditions for Advisory Services obligates the Customer to order, or Position Green to provide, any Platform services unless expressly agreed in writing under such separate agreement.

4. Intellectual Property Rights

4.1 **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 Advisory Agreement ("Background IP") and, except as explicitly set out in the Advisory 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 **Personal Data.** Position Green and the Customer shall at all times comply with all applicable data protection laws, including but not limited to 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 ("GDPR"). Position Green will handle all personal data in accordance with Position Green's privacy policy, available at: <https://www.positiongreen.com/privacy-policy/>

5.2 **Data Processing Agreement.** If Position Green is considered to be a processor to the Customer, Position Green shall fulfil 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 Advisory Agreement and which forms an integrated part of the Advisory Agreement.

5.3 Artificial Intelligence

a) **Use of AI.** The provision of Advisory Services may involve the use of artificial intelligence functionality ("Use of AI") in connection with 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 Advisory Agreement or notified to Position Green by email.

6. Limited Warranty

6.1 Position Green warrants to the Customer that the Advisory Services will be performed substantially and materially in accordance with the Advisory Agreement. 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. Except for the express warranties set forth above and to the extent permitted by law, Position Green expressly disclaims all other warranties with respect to the Advisory Services.

7. Limitation of Liability and Indemnity

7.1 **Liability Cap.** Position Green's liability under the Advisory 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 Advisory Services during the period of twelve (12) months immediately prior to the event giving rise to the claim that entitles the Customer to damages. Notwithstanding the foregoing, the limitations set out in this Sub-Clause 7.1 shall not apply in the case of gross negligence, willful misconduct or fraud.

7.2 **Unlimited Liability by Law.** Notwithstanding the foregoing, the limitations set out in 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 any damages assignable to the Customer.

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 Advisory 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 relating to the Customer's breach of the Advisory 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 Deliverables; (ii) replace or modify any element of the Deliverables so they become non-infringing, provided there is no material degradation in the quality of the Deliverables; or (iii) re-perform the Services or the relevant parts of the Services with non-infringing substitutes provided that such substitutes do not entail a material reduction in the quality or performance of the respective work; or (iv) require the Customer to promptly return the Deliverables to Position Green.

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 Deliverables by the Customer; (ii) any use of the Deliverables contrary to the Advisory 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 exempted from liability to pay damages or to perform certain obligations under the Advisory 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 Advisory 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. Confidentiality

10.1 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 Advisory 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 10, 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 and shall not be disclosed to any unauthorized third party.

10.2 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 Advisory Agreement.

10.3 The confidentiality obligations set out above in this Clause 10 shall not apply to such information as a Party can demonstrate became known to that Party other than pursuant to the Advisory 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 Advisory Agreement. The duty of confidentiality shall remain in force notwithstanding the termination of the Advisory Agreement.

11. Fees and Payment

11.1 **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 Advisory 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 Advisory Agreement (plus any agreed additions, including but not limited to VAT and/or sales tax). The Customer shall within reasonable time due course provide Position Green with the appropriate proof of payment (e.g., tax receipts) of any abovementioned amounts withheld from the payment.

11.2 Payment Terms. The Customer shall make payment as agreed 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.

11.3 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 Advisory 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.

11.4 Travel Expenses. 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 10% 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.

12. Term and Termination

12.1 Term. The Advisory Agreement shall commence as of the Effective Date set out in the Advisory Agreement. The Advisory Agreement shall continue thereafter until the completion of the Advisory Services under the Advisory Agreement and all work and/or service provided hereunder is completed and paid for in full; or terminated earlier by the Parties' mutual agreement or in accordance with Sub-Clause 12.2 below.

12.2 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 the Customer, the Customer agrees to pay Position Green the highest of i) 50 percent of the agreed fixed or estimated price 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.

12.3 Termination for Cause. Either Party has the right to terminate the Advisory Agreement with immediate effect if:

a) the other Party is guilty of material breach of the Advisory Agreement and the breach of the Advisory Agreement is 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, or;

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.

12.4 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 13.8, 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.

12.5 Surviving Provisions. The following clauses will survive termination: Clause 4 (Intellectual Property Rights), Clause 7 (Limitation of Liability), Clause 9 (Marketing), Clause 10 (Confidentiality), Sub-Clause 13.7 (Non-Solicitation) and Clause 14 (Disputes and Applicable Law).

13. General provisions

13.1 Assignment by Position Green. Position Green shall be entitled, in whole or in part, to assign its rights and obligations under the Advisory 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.

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

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

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

13.4 Amendment. Position Green reserves the right to amend these General Terms and Conditions, including referenced Privacy Policy, Ethical Guidelines and AI Terms of Use. The Customer shall be informed of such amendments by e-mail. The Customer shall be deemed to have received such notice within two (2) weeks 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 be considered minor. The Customer understands and agrees that its continued use of the Advisory Services thirty (30) days following the e-mail notice, constitutes acceptance of those amendments.

13.5 Partial Invalidity. If any provision of the Advisory Agreement is declared unenforceable for any reason, the remainder of the Advisory 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.

13.6 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.

13.7 Non-Solicitation. During the term of the Advisory 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.

13.8 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 these General Terms and Conditions and the Advisory Agreement.

14. Disputes and Applicable Law

14.1 Governing Law. The laws of England and Wales shall apply to the Advisory Agreement, without reference to its principles on conflict of laws.

14.2 Arbitration. Disputes arising out of or in connection with the Advisory Agreement shall be finally settled by arbitration administered by the London Court of International Arbitration, (LCIA), in accordance with the rules of arbitration procedure adopted by LCIA and in force at the time when such proceedings are commenced. LCIA 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.

14.3 Arbitration Seat. The seat of arbitration shall be London, UK. The arbitration proceedings shall be conducted in the English language.

14.4 Overdue Payment Disputes. Notwithstanding Sub-Clause 14.2, Position Green may bring disputes regarding overdue unpaid claims for the services before the ordinary courts of Sweden, with the District Court in London (either County Court or Commercial Court) as the court of first instance.



Sweden

Malmö
Stockholm
Gothenburg

Norway

Oslo

Denmark

Copenhagen

UK

London

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Germany

Berlin

Netherlands

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