

# General Terms and Conditions

## - Advisory Services Only

### 1. Background

1.1 Position Green Denmark ApS, reg. no. 38977334, (“Position Green”, “us” or “we”), will provide sustainability advisory services, (the “Advisory Services”) to the Customer (as defined below).

1.2 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 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. 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 positiongreen.com | info@positiongreen.com | © 2025 Position Green. All Rights Reserved. v 1.0 February 2025

liability or penalties, suspend the performance of the work pending receipt of the Customer’s instructions for access and/or necessary information.

2.3. The Advisory Services and their outcome and 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.

2.4. Position Green shall not be held responsible or liable for any of Customer’s acts or omissions based on advice or other Deliverables based on incorrect, non-complete or defective documentation or information provided by the Customer or a third party advised or instructed by the Customer. Furthermore, Position Green does not provide any legal or regulatory advice or recommendations. It is the Customer’s sole responsibility to fulfill and comply with any applicable laws and regulations.

2.5. 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. Upon completion of the work, the Customer shall familiarize itself with the Deliverables within a reasonable time 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.

### 3. Platform Services

3.1 Position Green can also offer access to the digital software platform Position Green (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 a 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 contract between the Parties.

3.2 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 contract.

## 4. Intellectual Property Rights

4.1 With respect to Advisory Services provided by Position Green:

a) 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 and, except as explicitly set out in the Advisory Agreement, nothing herein shall imply any transfer or grant of rights to any such intellectual property or rights thereto.

(b) Position Green grants the Customer a royalty free, non-transferable worldwide right to use and copy the Deliverable(s) solely for the Customer's ordinary commercial purposes. Subject to the obligations set out in Clause 10, all intellectual property rights in the information and data created by Position Green in connection with the Advisory Agreement shall vest in Position Green.

(c) The Customer may, in whole or in part, alter the content and/or format of the Deliverable(s) and make them available to third-parties. 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.

4.2 Use of Artificial Intelligence by Position Green

a) Advisory Services may allow use of artificial intelligence functionality (AI) as part of the output (Deliverables) provided by Position Green.

b) The use of AI functionality, if applicable, shall be agreed in the Advisory Agreement or otherwise in writing.

c) If it has been agreed that AI functionality shall be part of the Advisory Services, the Parties

acknowledge that the AI Solution includes a trained AI model ("Model") developed by Position Green AB, a company within the Position Green Group affiliated to Position Green. Position Green AB shall retain all rights, title, and interest, including all intellectual property rights, in and to the Model and all modifications made to it.

d) Position Green grants the Customer a non-exclusive, irrevocable, non-transferable right to use the AI system solely for the purposes of utilising, and only to the extent required to utilise, the Deliverables during the term of the Advisory Agreement.

## 5. Personal Data Processing

5.1 Position Green is responsible for its processing of personal data when providing the Advisory 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/integrity-policy/>

5.2 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 hereby forms an integrated part of the Advisory Agreement.

5.3 The Customer acknowledges that Position Green will send newsletters and other relevant content to relevant individuals within the Customer's organization. For communication sent by electronic means such as e-mail or SMS, this may be sent to the individuals who Position Green has registered as contact person(s) for the Customer or who otherwise have provided consent to receive such communication.

## 6. Limited Warranty

6.1 Position Green warrants to the Customer that the Advisory Services, excluding the AI functionality and the Model, will be performed substantially and materially in accordance with the Advisory Agreement. If Position Green and the

Customer agrees to enable the AI functionality, such use will be solely at the Customer's risk and the Customer accepts that the AI functionality is provided on an "as is" and "as available" basis. 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 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 breach of contract 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 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, or inaccuracies in any AI outputs, nor any decisions or actions taken by the Customer or any third party based on such outputs. The Customer agrees to assume all risks associated with the use of such AI outputs, and agrees that Position Green shall not be liable for any direct, indirect, incidental, consequential, or special damages, including but not limited to damages for loss of profits, goodwill, use, data or other intangible losses resulting from the use of the AI's outputs.

7.3 Position Green is not liable for any damages assignable to the Customer.

7.4 Any claim by the Customer against Position Green arising out of or relating to the Advisory Services, must be properly filed in the forum provided in Clause 14 and properly served upon Position Green within twelve (12) months following completion of the Advisory 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.

7.5 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.

## **8. Force Majeure**

8.1 A Party is exempt 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. The same applies if Position Green's failure is due to late deliveries from Position Green's subcontractors caused by any of the above events.

## **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 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 Section 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. Taxes and Remuneration**

11.1 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 also 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 The Customer shall reimburse Position Green for any increase in the cost of the Services, or any delays or disruptions to agreed timelines, arising out of any change in law from the applicable law. Change in law is defined as new legislation or regulations, including tax regulations, resolutions, decrees, or amendments to existing laws or their interpretations, enacted and coming into effect after the date of the submission of tender and which Position Green could not have reasonably anticipated before the date of the Advisory Agreement. For the avoidance of doubt, changes in law or regulations specifically related to ESG compliance and reporting obligations, which fall within Position Green's service domain and area of expertise, shall not be considered changes in law under this Sub-Clause.

11.3 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.

11.4 Except for invoiced payments that the Customer has timely and successfully disputed, all late payments shall bear interest at the lesser of (a) the rate of one and one-half percent (1.5%) per month and (b) the highest rate permissible under applicable law, 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

11.5 Position Green shall have the right to invoice the Customer for any 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 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.

Notwithstanding the above, 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.

12.2 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 with a request that corrective action is taken; or

b) the other Party suspends payments, resolves on voluntary or involuntary liquidation, applies for a company reorganisation 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.

12.3 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 Advisory Agreement.

In the event that the Customer becomes involved in an ethical violation constituting a breach of Position Green's Ethical Guidelines, 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.

12.4 The following clauses will survive termination: Clause 4 (Intellectual Property Rights), Clause 7 (Limitation of Liability), Clause 8 (Marketing), Clause 10 (Confidentiality), Sub-Clause

13.5 (Non-Solicitation) and Clause 14 (Disputes and Applicable Law).

## 13. General Provisions

13.1 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 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 The relationship between the Parties' is regulated by the Advisory Agreement including these General Terms and Conditions. Should contradictory information appear in any provision of the Advisory Agreement and these General Terms and Conditions, the specific terms in the main Advisory Agreement shall prevail over these General Terms and Conditions.

13.4 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.

13.5 Non-Solicitation: During the term of the Advisory Agreement and for a period of 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.

13.6 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 two (2) weeks of the notice being sent by e-mail. Where 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, provided that the changes have an adverse effect, that could not be considered as minor on the Customer, to terminate the Advisory Agreement

with immediate effect. Where the Advisory Agreement is not terminated by the Customer within the aforementioned time, the Customer shall be deemed to have accepted the new General Terms and Conditions.

## **14. Disputes and Applicable Law**

14.1 The laws of Denmark shall apply to the Advisory Agreement, without reference to its principles on conflict of laws.

14.2 Disputes arising out of or in connection with the Advisory Agreement shall be finally settled by arbitration administered by the Danish Institute of Arbitration (DIA). DIA Rules for Express Arbitration procedure adopted by DIA and in force at the time when such proceedings are commenced shall apply, unless DIA, in consideration of the degree of

complexity of the case, the value of the matter at issue and other circumstances decides that ordinary Arbitration is better suited for the proceedings. In this last-named case, DIA shall also determine whether the arbitral tribunal shall consist of one arbitrator or three arbitrators.

14.3 The seat of arbitration shall be Copenhagen, Denmark. The proceedings will be conducted in the English language.

14.4 Notwithstanding Sub-Clause 14.2, Position Green may bring disputes regarding overdue unpaid claims for the services before the ordinary courts of Denmark, with the District Court in Copenhagen (Københavns Byret) as the court of first instance.

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