

# General Terms and Conditions

## 1. Background

1.1 Position Green Denmark ApS, reg. no. 38977334, ("**Position Green**", "**us**" or "**we**"), provide (i) access to a digital software platform Position Green (the "**Platform**") to help organizations collect, manage, visualize, and report sustainability data. An eLearning Management System ("LMS") can also be provided within the Platform and (ii) sustainability advisory services, (the "**Advisory Services**"). The Platform and Advisory Services are jointly referred to as the "Services".

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

## 2. Using the Platform

2.1 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 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.

2.3 Without prejudice to Sub-Clause 2.4, 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 Group may furthermore not use the Platform in a way that contravenes these General Terms and Conditions, the Service Agreement or applicable legislation.

2.4 Notwithstanding Sub-Clause 2.3, the Customer may grant access to use the Platform to its employees, 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.

2.5 Position Green guarantees access to the Platform in accordance with Clause 11. 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.

2.6 Integrations with the Position Green 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.

2.7 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, reporting, and related services. 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. The Customer is responsible for ensuring the security and confidentiality of the API credentials or login details 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 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.

2.9 The Platform supports most internet browsers (e.g. Firefox, Chrome, Safari, Edge), 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.

2.10 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. The Customer shall be liable for any unauthorized use of the Platform. Position Green shall have no liability for any loss or damage arising from the Customer's failure to comply with these requirements.

2.11 All 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 is owned by the Customer and shall be the sole responsibility of the Customer.

2.12 The Customer shall ensure that any person who is granted access to the Platform pursuant to Sub-Clause 2.4 above (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.

### **3. Advisory Services**

3.1 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. 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. 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.

3.4. 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. Furthermore, Position Green does not provide any legal or regulatory advice or recommendations and it's the Customer's sole responsibility to fulfill and comply with any applicable laws and regulations.

3.5. 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. Upon completion of the work, Customer shall familiarize itself with the Deliverable(s) 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 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.

### **4. Intellectual Property Rights**

4.1 With respect to the Platform and LMS provided by Position Green:

a) Position Green and Position Green group companies and its licensors, as applicable, shall hold title to any and all intellectual property rights (including methods, processes and derived works)

and technical solutions to the Platform, in the alternative, shall possess a sole right to use the same. 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 to the software or technical solutions used therein, or to any trademark or any other business mark belonging to or used by Position Green or Position Green AB. Access to the Platform is licensed, not sold.

b) 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.

c) All 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 is owned by the Customer. Position Green is permitted to use the data in order to provide the Platform, the Advisory Services and the Model, as defined below, (if applicable) and to use the data, on an aggregated level and anonymised, for statistical and benchmark purposes. If the Customer has opted into the AI functionality within the platform, Position Green is permitted to use the Customer's input in accordance with Sub-Clause 4.3 below.

4.2 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 Service Agreement and, except as explicitly set out in the Service 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 12, all intellectual property rights in the information and data created by Position Green in connection with the Service 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.

4.3 Use of Artificial Intelligence by Position Green

a) The Platform and the provision of Advisory Services allows the use of artificial intelligence functionality (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) form part of the output (Deliverables) provided by Position Green.

b) The use of AI functionality, if applicable, shall be agreed in the Service 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 an AI model ("Model") trained 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 to Customer a non-exclusive, irrevocable, non-transferable right to use the AI System solely for the purposes of utilizing, and only to the extent required to utilize, the Deliverable(s) during the term of the Service Agreement.

e) The right granted to Position Green according to Sub-Clause 4.1 c) regarding use of data to provide the Platform and to use the data, on an aggregated level and anonymised, for statistical and benchmark purposes includes a right to use such data to train the AI model, provided however the observance of confidentiality obligations relating to Customer data set out in Clause 12.

## 5. Personal Data Processing

5.1 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/>

5.2 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 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 Services, excluding the AI functionality and the Model, will be performed substantially and materially in accordance with its description available on Position Green's web site, under normal use and circumstances, and for the purpose intended. Position Green warrants, to the best of its knowledge, that the Services do not infringe upon any third-party intellectual property rights ("IPR") and that the Services are provided in compliance with applicable laws and regulations.

6.2 If Position Green and the Customer agree 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.

6.3 Except for the express warranties set forth above and in Sub-Clause 11.4 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 that defects and deficiencies in the Services will be corrected.

## 7. Limitation of Liability and Indemnity

7.1 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 breach of contract that entitles 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 defects or interruptions to the Services due to Customer's equipment or in other ways assignable to the Customer.

7.4 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.

7.5 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.

## 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. 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. Support and Amendments to the Platform

10.1 Position Green offers and provides technical support for the Platform in accordance with the Service Agreement. Support beyond the support services specified in the Service Agreement, require a separate agreement between Position Green and the Customer.

10.2 Position Green holds the right to temporarily limit the access to the Platform to perform upgrades and maintenance as specified in Clause 11.

10.3 Position Green reserves the right to at any time implement new versions, amendments, upgrades and new functionality to the Platform to the extent that Position Green finds adequate and necessary. Such changes will not affect the Customer's data structure, reported data or other settings for the export of the data. Position Green will notify the Customer before any changes to the Platform.

## 11. Service Level

11.1 Scheduled interruptions in the Platform are essential to perform routine maintenance and service to servers or other equipment. Position

Green holds the right to temporarily shut down access to the Platform in order to perform such maintenance and service activities. The time estimated for such maintenance and service is two (2) hours every month, performed outside of normal business hours, usually between 24.00 – 03.00 Central European Time (CET). Position Green will inform the Customer prior to a more extensive interruption in the Platform.

11.2 The accessibility of the Platform refers to the uninterrupted amount of time the Platform is accessible calculated on a monthly basis in percentages. Position Green guarantees that the Platform is accessible via http at least 99.7 % of the month. The guaranteed accessibility is calculated according to the following model:  $24 \text{ h} * \text{number of days in the month} - \text{time for scheduled maintenance} = 100 \% \text{ accessibility}$ .

11.3 The term downtime refers to the time the Platform is not accessible to the Customer. Interruptions that occur because of scheduled upgrades and maintenance are not to be considered downtime. Shorter service interruptions can occur also during normal business hours. Maintenance and service-caused interruptions are not compensated.

11.4 In order to be entitled to service credits for downtime the Customer is required to notify Position Green in writing within thirty (30) days from the date the interruption was rectified. The Customer is compensated by a deduction on the coming invoice according to the model below.

Platform downtime is compensated as follows:

Guaranteed accessibility/month: 99.7%	Right to compensation:
Accessibility below 99.7%	5% deduction
Accessibility below 99%	15% deduction
Accessibility below 98%	20% deduction
Accessibility below 97%	25% deduction

Such deduction shall be the only compensation for downtime available to the Customer from Position Green and is calculated based on the license fee in the month(s) in which the SLA is not complied with.

## 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 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 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 above 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. Taxes and Remuneration**

13.1 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 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 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 Service 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 clause.

13.3 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.

13.4 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 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.

13.5 With respect to Advisory Services provided by Position Green: 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.

## 14. Term and Termination

14.1 The Service Agreement shall commence as of the Effective Date set out in the Service Agreement and shall continue thereafter until the latest of (a) the completion of the Advisory Services under the Service Agreement/SOW and/or (as applicable) termination of Platform as set out in the Service Agreement, and all work and/or service provided hereunder is completed and paid for in full; or (b) terminated earlier by the Parties' mutual agreement or in accordance with Sub-Clauses 14.3 – 14.5 below.

14.2 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 Customer, 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. For the avoidance of doubt, Platform services can not be terminated for convenience.

14.3 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 Service 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.

14.4 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 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;

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 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.

14.6 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 CSV, JSON, or XML format. The data shall be submitted to the Customer within 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.

14.7 The following clauses will survive termination: Clause 4 (Intellectual Property Rights), Clause 7 (Limitation of Liability), Clause 9 (Marketing), Clause 12 (Confidentiality), Sub-Clause 15.8 (Non-Solicitation) and Clause 16 (Disputes and Applicable Law).

## 15. General Provisions

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

15.4 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 Service Agreement with immediate effect. Where the Service 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.

15.5 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 The Customer shall for the Platform pay the agreed fees set out in the Service Agreement. Notwithstanding the above, Position Green may in its sole discretion, annually, in January, increase its fees for the Platform (both ordered and list prices) with the highest of five (5) percentage points or changes in the European Consumer Price Index (Eurostat: Harmonised Index of Consumer Prices - annual rate of change) in relation to January the previous year.

15.7 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.

15.8 Non-Solicitation: During the term of the Service 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.

## **16. Disputes and Applicable Law**

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

16.2 Disputes arising out of or in connection with the Service 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.

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

16.4 Notwithstanding section 16.2, 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.





**Sweden**

Malmö  
Stockholm  
Gothenburg

**Norway**

Oslo

**Denmark**

Copenhagen

**UK**

London

**US**

New York  
Houston

**Belgium**

Brussels

**Germany**

Berlin