

BIJLAGE 1: ALGEMENE VOORWAARDEN FIRA SUSTAINABILITY

FIRA Sustainability B.V. werkt met Engelse algemene voorwaarden vanwege internationale opdrachten.

These General Terms and Conditions constitute the foundational framework for all legal relationships with FIRA and are applicable to all assignments and services, including but not limited to assurance, verification, assessment, and expert review services, as well as the use of any FIRA software applications.

1. GENERAL TERMS AND CONDITIONS

1.1. Applicability

- 1.1.1. These conditions are applicable to all proposals and/or deliveries made by FIRA and agreements and/or other legal relationships between FIRA and Customer, regardless of whether or not such is based on a verbal, written, and/or electronic agreement, unless otherwise agreed upon in writing.
- 1.1.2. The applicability of purchase conditions or any other conditions from Customer or from third parties on behalf of Customer is expressly rejected by FIRA, unless explicitly accepted in writing by FIRA.
- 1.1.3. The Appendices to the agreement are an integral part of the agreement. If there is a discrepancy between the agreement and the Appendices, the agreement will prevail.
- 1.1.4. The General Terms and Conditions of FIRA are filed with the Chamber of Commerce under number 50.37.80.23.
- 1.1.5. FIRA reserves the right to make alterations and/or additions to the General Terms and Conditions FIRA. The modified General Terms and Conditions FIRA shall be applicable to all subsequent assignments carried out by FIRA.
- 1.1.6. Changes in and additions to the General Terms and Conditions FIRA and/or agreements made between FIRA and Customer are only valid if and when agreed to by parties in writing.
- 1.1.7. If Customer consists of more than one legal entity or organization, the contracting entity will be responsible for the entire fulfillment of the obligations that may flow forth from the agreement with FIRA.
- 1.1.8. In the event that multiple sets of conditions of FIRA apply to an Agreement, the following order of precedence shall apply, unless explicitly agreed otherwise in writing:
 - 1. the Agreement;
 - 2. Appendices specific to the services agreed (including Verification Services Conditions and/or SaaS Terms);
 - 3. these General Terms and Conditions.

In case of conflict, the higher-ranking document shall prevail.

1.2. Definitions

- 1.2.1. In the General Terms and Conditions FIRA the following words and expressions are capitalized. Any of the following words and expressions shown in the singular shall have the same meaning when used in the plural and vice-versa.
- 1.2.2. Business Days: Normal Dutch working hours (8.30-17.30 CET) and days (Monday through Friday) with the exception of public holidays.
- 1.2.3. FIRA: FIRA Sustainability B.V. and its rightful successors or affiliated organizations and partners that will enter into an agreement with Customer and has declared these General Terms and Conditions FIRA applicable.

- 1.2.4. Customer: Anyone who requests and orders the delivery of services from FIRA.
- 1.2.5. Fixed Price: Activities will be performed on the basis of a prior agreed upon price. Unless FIRA can appeal to clause 1.5.4 extra hours will not be charged.
- 1.2.6. Confidential Information: information that either party designates as confidential or that reasonably should be understood to be confidential, proprietary or trade secret given its nature and circumstances of disclosure. Confidential Information includes, without limitation, this Agreement and its content, Customer property, Customer's customer information, drawings, data and specifications, product plans and designs, technology and technical information and business and marketing plans. Notwithstanding the foregoing, Confidential Information includes any personally identifying information obtained by FIRA as a result of this Agreement.
- 1.2.7. The headings above the clauses of the Agreement are only intended to increase the legibility of the Agreement. The content and meaning of a clause placed under a particular heading is, therefore, not limited to the meaning and content of the heading.
- 1.3. Confirmation/Offers**
 - 1.3.1. Verbal agreements, assignments or other expressions of whatever nature by employees of a party are only valid and binding when they have been confirmed in writing by authorized representatives of that party.
 - 1.3.2. Our proposals do not constitute a final commitment; a binding agreement only exists if the offer explicitly says so in writing.
 - 1.3.3. Offers are based on the data, information or requirements made known by Customer as set out in clause 1.5.
- 1.4. Agreements**
 - 1.4.1. If a proposal, contract or other similar legally binding document is sent by FIRA to Customer and Customer fails to return the signed document to FIRA, Customer accepts by payment of compensation to FIRA the contents of that document and these General Terms and Conditions FIRA.
 - 1.4.2. FIRA shall commence execution of the agreement between FIRA and Customer only after a signed copy of the agreement drawn up by FIRA has been received by FIRA and/or having received timely payment of all amounts due in full. Should FIRA commence execution of the agreement prior to receiving a signed copy of the agreement and/or having received timely payment of all amounts due in full, FIRA reserves the right to suspend execution of the agreement pending receipt of a signed copy of the agreement and/or full payment of all amounts due.
 - 1.4.3. An agreement between FIRA and Customer, for which no further contract and/or term has been agreed, shall have a term equal to the duration of this Agreement.
 - 1.4.4. Each party has the right to terminate the agreement wholly or partially without judicial intervention by means of a signed registered letter. This can be done for breach of this Agreement only if, after notifying the breaching party in writing of a failure to fulfil its obligations, the breaching party then fails to meet the aforesaid obligations within a reasonable period of time.
 - 1.4.5. Each party also has the right to immediately terminate the agreement, wholly or partially, without judicial intervention through means of a non-judicial declaration and/or withdraw and/or annul an offer if Customer is a person and becomes deceased, if the other party submits a legal request for debt restructuring, if bankruptcy or suspension of payment has been filed for the other party, if the other party is in a state of bankruptcy or suspension of payment has been granted or if the other party's company is liquidated or ended for any reason other than reconstruction or company merger.

- 1.4.6. FIRA also has the right to terminate the agreement and/or assignment if there is a threat to FIRA's independence and integrity. FIRA shall inform Customer of the problem before terminating the agreement and/or assignment.
- 1.4.7. After the agreement has been ended, for any reason, parties can no longer obtain any of the rights provided by the agreement, leaving unhindered the existence of the obligations of both parties which by their nature continue automatically after the conclusion of their agreement, such as but not limited to, obligations concerning property rights, confidentiality and non-competition.
- 1.4.8. Provisions which by their nature are intended to survive termination of the Agreement, including but not limited to confidentiality, liability, intellectual property rights, payment obligations, data protection, and governing law, shall survive such termination.



1.5. Customer Information Requirements

- 1.5.1. All assignments are carried out by FIRA on the basis of data, information, requests and/or requirements made known to FIRA by Customer.
- 1.5.2. Customer shall provide all necessary cooperation to FIRA and shall make all useful and necessary data and/or other information required for an adequate execution of the agreement known in a timely manner. Customer shall ensure the accuracy of this data and/or other information.
- 1.5.3. If data, information and/or requirements necessary for execution of the agreement are not provided, not timely provided and/or not provided in accordance with the agreement; then FIRA has the right to suspend execution of the agreement.
- 1.5.4. If changes and/or new facts arise in regard to data, information, requests and/or requirements previously provided by Customer to FIRA, FIRA will always be fully justified, in consultation with Customer and with Customer's agreement, to adjust the agreement to these new circumstances.
- 1.5.5. In the event FIRA performs activities at Customer's location or another location upon request of Customer, Customer will be responsible for providing reasonably requested facilities, such as office space and telecommunication facilities free of charge.

1.6. Confidentiality

- 1.6.1. Parties contemplate that they will disclose ("Disclosing Party") Confidential Information to the other party ("Recipient").
- 1.6.2. FIRA and Customer mutually commit themselves to the confidentiality of all data and information concerning each other's organization, clients, files, know-how (methods of approach, procedures, models, etc.) and products, of which they become aware while working for each other. Data and information may only be used in order to carry out the agreement between parties.
- 1.6.3. Recipient shall not disclose Confidential Information to anyone other than its employees and/or third parties who legitimately need access to it. Recipient shall notify each of its employees and/or third parties who are given access to Confidential Information that they have an obligation not to disclose Confidential Information and shall take such steps as are reasonably necessary to ensure compliance with this obligation.
- 1.6.4. Recipient shall safeguard Confidential Information with reasonable security means at least equivalent to measures that it uses to safeguard its own proprietary information.
- 1.6.5. FIRA is authorized to place Customer's name and logo on the FIRA website and/or reference list and to make such available to third parties for information, unless Customer protests in writing to such use.

1.7. Liability

- 1.7.1. FIRA's total aggregate liability for direct damages arising out of or in connection with the Agreement shall be limited to the lower of:
 - a) (a) the total fees paid by Customer under the relevant Agreement (excluding VAT), or
 - b) (b) EUR 25,000, per event or series of related events.This limitation shall not apply in the event of willful misconduct or deliberate recklessness (opzet of bewuste roekeloosheid).
- 1.7.2. Notwithstanding the foregoing, FIRA's liability for damages resulting from death or personal injury shall be limited to EUR 1,000,000 per event.
- 1.7.3. Direct damage is exclusively understood as:

- a) The reasonable expenses which Customer would have to incur to make FIRA's performance conform to the agreement;
- b) The reasonable costs made in determining the cause and extent of the damage; The reasonable costs incurred in prevention or limitation of the damage, to the degree that Customer can demonstrate that these costs have led to the limitation of the damage.

- 1.7.4. FIRA's liability for indirect damage, including consequential damage, loss of profit, loss of savings, mutilated and/or lost data, delays, losses, damage through corporate inactivity and/or claims from third parties against Customer, is expressly rejected.
- 1.7.5. FIRA's liability exists solely when Customer promptly and appropriately notifies FIRA of the deficiency in writing, proposing therein a reasonable time period for correction of the deficiency and FIRA then culpably fails to meet the aforesaid obligations. The notification of deficiency ought to be as detailed a description of the deficiency as possible so that FIRA is able to react adequately.
- 1.7.6. The condition for the existence of any right to compensation is always that Customer notifies FIRA in writing by registered letter or confirmed e-mail within three (3) months after the damage came into existence and takes the reasonable measures to limit the damage.
- 1.7.7. Customer is responsible for all actions undertaken by Customer as a result of information obtained from FIRA. In no event will FIRA be responsible and/or liable for any activities flowing forth from information obtained from FIRA.
- 1.7.8. FIRA is not liable for damages resulting from delayed performance, unless such delay is attributable to gross negligence or willful misconduct on the part of FIRA.

1.8. Transfer

- 1.8.1. The agreement between FIRA and Customer and the rights and obligations, which flow forth from this agreement, cannot be transferred to a third party by a party without the prior written consent from the other party.
- 1.8.2. Each party gives the other party in advance the right, without needing further explicit approval, to transfer the whole agreement or parts thereof to:
 - a) holding, affiliated, and/or subsidiary companies;
 - b) a third party in the case of merger or acquisition.In the event this happens, written notice will be provided to the non-transferring Party.

1.9. Force Majeure

- 1.9.1. Neither party is obligated to fulfill any obligation if they are prevented from doing so as a result of circumstances, which can be considered beyond their control, or for which a party cannot be held accountable for by law, legal act, or generally accepted practices. The aforementioned circumstances include circumstances that are beyond Customer's or FIRA's power, these include but are not limited to bad weather conditions, fire, explosions, electricity failures, network failures, floods, pandemic, epidemic, illness, accidents, the late or non-availability of required information and/or changes in such information, actions by the government, not being able to obtain required licenses and/or permits, lack of materials, theft, traffic disruptions and/or transportation problems.
- 1.9.2. When force majeure is of a temporary nature, Customer and FIRA have the right to suspend its commitments until the force majeure has ceased to exist without being obliged to any form of damage compensation.

- 1.9.3. FIRA reserves the right, in the case of force majeure, to collect payment for obligations already fulfilled before force majeure was known.
- 1.9.4. In the event that the force majeure of either party surpasses a three month period, either party has the right to terminate the agreement without being obliged to any form of damage compensation regarding such termination.

1.10. Nullity

- 1.10.1. If one or more terms (or part of a term) of the agreement are nullified, declared to be nullified, annihilable or have lost their validity in another way, the other terms (or part of the term in question) of this agreement will remain in force undiminished.
- 1.10.2. In regard to terms (or part of the term) that are nullified, declared to be nullified, annihilable or lose their validity in another way, parties shall consult with each other to try to reach a substitute arrangement with in which the parties shall strive for the maintenance of this agreement (or the remainder of the term in question) in its totality.

1.11. Complaint Procedure

- 1.11.1. If Customer has a complaint regarding FIRA services, the following escalation procedure should be followed.
- 1.11.2. A complaint shall initially be lodged with FIRA's account manager. If the account manager does not respond to the complaint or does not respond to the complaint in a satisfactory manner within 10 Business Days, then Customer may proceed to the next escalation level.
- 1.11.3. In the second escalation level, Customer may lodge a complaint with FIRA's managing director. The managing director shall respond to the complaint within 10 Business Days..
- 1.11.4. At any time during the above escalation procedure, parties may jointly decide to suspend the escalation procedure in order to research the complaint more thoroughly and/or hold a meeting to discuss the complaint in person.

1.12. Applicable Law and Dispute Mechanism

- 1.12.1. All agreements made between FIRA and Customer are governed by the laws of The Netherlands, unless otherwise agreed upon in writing. Parties explicitly agree that the United Nations Convention on Contracts for the International Sale of Goods (CISG) is not applicable.
- 1.12.2. Any dispute between parties arising under any agreement will be placed before a qualified court in Arnhem, The Netherlands.

1.13. Prices and Payments

- 1.13.1. All prices exclude VAT and other levies imposed by the government. The amounts invoiced to Customer will include applicable VAT and other levies possibly imposed by the government.
- 1.13.2. FIRA will invoice the amount, appropriately itemized, and owed by Customer on a monthly basis to Customer and/or other term indicated in the proposal. Customer will pay all amounts indebted within 14 (fourteen) days of the invoice date. These payments will not be subject to compensation, set-off, or deduction other than when permitted by law.
- 1.13.3. Should Customer fail to fulfill any payment obligation, Customer is in breach without any further notification of breach being required. Customer will be charged interest on a monthly basis, at the legal percentage rate increased with 3%, on all outstanding debts starting from the date of failure to pay. Also FIRA reserves the

right to charge all incurred costs to Customer, including judicial and extra-judicial expenses, with regard to the collection of debts from Customer.

1.13.4. Until full payment has been made, FIRA has the right to suspend all services and withhold the release of any deliverables, reports, or certificates. Customer's obligation to meet Customer's commitments remains unchanged.

1.13.5. The indebted amount in clause 1.13.1 is inclusive of all costs such as travel costs, postage costs and costs of third parties, unless otherwise indicated in the proposal.

1.13.6. Above mentioned paragraphs leave all the legal rights of FIRA unhindered, when Customer fails to meet Customer's commitments.

1.14. Price Changes

1.14.1. FIRA is entitled to increase the fees on an annual basis. Increase of fees shall not exceed the annual inflation rate of the current year as published by the CBS (Dutch Bureau for Statistics) plus 5%. All price increases shall come into effect on January 1st. FIRA shall provide 90 days notification of the price increase. If Customer does not agree with a price change, Customer may terminate the agreement by means of a signed registered letter.

1.15. Intellectual Property Rights

1.15.1. All pre-existing intellectual property rights, methodologies, models, tools, and know-how of FIRA shall remain the exclusive property of FIRA. Customer is granted a non-exclusive, non-transferable, non-sublicensable right to use the deliverables solely for its internal purposes, unless explicitly agreed otherwise in writing.

1.15.2. Customer acknowledges that all present and future intellectual property rights, industrial property rights, other rights and the registration and/or application of the foregoing rights and/or similar rights for the whole term thereof and all renewals or extensions thereof, now or at any time in the future worldwide at all times shall be and are hereby assigned or will be transferred to FIRA.

1.16. Non-Solicitation

1.16.1. Customer agrees not to hire, recruit, or solicit any employee or independent contractor of FIRA involved in the execution of the Agreement during the term of the Agreement and for a period of twelve (12) months thereafter. In the event of a breach of this clause, Customer shall forfeit an immediately due and payable penalty equal to one gross annual salary of the employee in question, without prejudice to FIRA's right to claim full damages.

1.17. Data Protection (GDPR)

1.17.1. Parties shall comply with all applicable legislation regarding the protection of personal data (GDPR). To the extent FIRA processes personal data on behalf of Customer as a 'processor', parties shall enter into a separate Data Processing Agreement. FIRA will process personal data solely for the purpose of executing the Agreement and in accordance with adequate security standards.



BIJLAGE 2: VOORWAARDEN VERIFICATIEDIENSTEN FIRA SUSTAINABILITY

FIRA Sustainability B.V. werkt met Engelse algemene voorwaarden vanwege internationale opdrachten.

This section is applicable to all assignments including assurance, verification, assessment and expert review services.

2. ASSURANCE SERVICES

2.1. Assignments

- 2.1.1. All assignments will be carried out to the best of FIRA's knowledge and capability. Assignments are only carried out if the expectations of parties are clear.
- 2.1.2. Customer acknowledges that verification and assurance services are professional, judgment-based activities. FIRA cannot be instructed to adapt findings, conclusions, or verification statements to achieve a desired or commercial outcome.
- 2.1.3. The outcome from using studies conducted by FIRA or from following FIRA's advice and/or recommendations depend on a variety of factors, some or all of which are not in FIRA's control. Even though the assignment is carried out with professional workmanship, FIRA cannot guarantee a specific outcome. FIRA maintains professional independence and objectivity; its findings are based solely on the evidence provided. FIRA is not obliged to reach a specific conclusion (e.g., a positive verification statement) if the evidence is insufficient or non-compliant. Payment obligations remain in full force regardless of the verification outcome.
- 2.1.4. FIRA is not responsible and/or liable if the activities that follow forth from advice result in Customer's failure to carry out a project within allocated budgets, time schedules and other agreed upon conditions.
- 2.1.5. FIRA will provide advice on the basis of the conditions required by FIRA and information received from Customer as mentioned in clause 1.5. If it appears that not all relevant information has been received and/or other problems and/or insights may arise, the given advice may be adjusted to the new circumstances.
- 2.1.6. All advice and recommendations made by FIRA are consistent with the questions put forward by Customer for as far as possible.
- 2.1.7. Assignments will only be carried out on the basis of a Fixed Price if such is agreed upon in writing before commencement of the assignment and subject to the provisions regarding additional work as set forth in clause 1.3.
- 2.1.8. Unless explicitly agreed otherwise, the Fixed Price includes one (1) round of initial verification and one (1) round of review after Customer's corrective actions. Any subsequent reviews or iterative data submissions required due to lingering non-conformities will be considered Additional Work.
- 2.1.9. Verification activities are performed on a test basis using sampling techniques. Therefore, verification does not guarantee that all errors, omissions, or irregularities have been detected. The absence of findings does not imply a guarantee of total compliance.

2.2. Warranty

- 2.2.1. FIRA warrants that all assignments shall be performed in a professional manner and consistent with generally accepted industry standards.
- 2.2.2. FIRA does not independently check or review all information and/or data provided by Customer. FIRA is therefore dependent upon the information provided by customer and cannot independently guarantee the correctness of the report issued by Customer. Customer remains responsible for report content at all times.

FIRA provides feedback based on the substantiation provided by Customer. FIRA's deliverables are prepared solely for the use of the Customer. FIRA accepts no responsibility or liability to any third party who may rely on the findings, unless FIRA has expressly agreed to such reliance in writing.

2.2.3. No third party may derive any rights from FIRA's verification statements, reports, or findings, unless FIRA has explicitly agreed to such third-party reliance in writing.

2.2.4. Customer is responsible for all actions undertaken by Customer as a result of information obtained from the Platform. In no event will FIRA be responsible and/or liable for any activities flowing forth from information obtained from the Platform.

2.2.5. All assignments shall be performed in accordance with generally accepted professional and ethical standards for assurance and verification services, ensuring independence, integrity, and confidentiality at all times.

2.2.6. All liability in connection with verification services is subject to the liability provisions set forth in the General Terms and Conditions of FIRA.

2.3. Cooperation and Data Protection

2.3.1. Customer shall provide all necessary cooperation to FIRA and shall make all data and/or information required for an adequate execution of the verification available in a timely manner to FIRA. Data and documentation must be provided in a structured, searchable, and reconcilable format. Customer shall ensure the accuracy of this data and/or other information.

2.3.2. Regarding the Protection of Personal Data (GDPR):

- a) Parties shall comply with all applicable data protection legislation.
- b) Customer shall act as Data Controller and FIRA as Data Processor. Customer ensures it has a legal basis to provide (personal) data to FIRA for verification purposes.
- c) Customer shall adhere to data minimization. Unless explicitly requested by FIRA, Customer shall not provide sensitive personal data (e.g., BSN, medical records, or unmasked copies of ID). FIRA reserves the right to delete unsolicited sensitive data immediately.
- d) FIRA shall implement appropriate technical and organizational measures to protect data.

2.3.3. If data and/or information necessary for execution of the verification and review is not provided, not timely provided and/or not provided in accordance with the Agreement, then FIRA has the right to suspend execution of the Agreement.

2.4. Additional Work

2.4.1. Both parties shall use reasonable efforts to mitigate any additional time and costs. The Client shall cooperate in a timely manner to remedy the underlying causes giving rise to the additional effort where reasonably possible.

2.4.2. If, in the reasonable opinion of FIRA, a request for a change in an assignment by Customer is in fact a request for additional work, FIRA will notify Customer thereof prior to performing additional work. Upon Customer's request, the notification will be followed by a specification of the price and additional conditions. Customer will promptly decide whether to carry out the additional work.

2.4.3. Fixed Price assignments are strictly based on the scope and data quality defined in the proposal. FIRA shall be entitled to charge for additional hours at its standard rates if the actual effort exceeds the initial estimate due to factors outside FIRA's control, including but not limited to: a) The Customer providing data in a non-structured or non-searchable format; b) Lingering non-conformities requiring more than one (1) review round; c) Changes in the Customer's personnel or other delays caused by the Customer. In such events, FIRA will

cover the first 20% of the additional effort; only hours exceeding 120% of the initial estimate shall be chargeable to the Customer. FIRA will notify the Customer in writing before exceeding this 120% threshold. If Customer fails to object in writing within five (5) Business Days after notification, Customer shall be deemed to have accepted the additional work and the applicable fees.

2.5. Activities

2.5.1. All activities will take place without interruption on Business Days and under normal working conditions.

2.5.2. FIRA will only be obligated to follow timely and reasonable instructions given by Customer when performing activities if agreed upon explicitly in writing. FIRA is not obligated to follow instructions that will alter the content or scope of the assignment. In the event such instructions are followed, the activities performed will be charged.

2.5.3. FIRA is entitled, without the explicit consent of Customer, to make use of third parties when performing assignments.

2.5.4. If the agreement includes the objective of having the assignment carried out by a particular individual, FIRA will make every effort to ensure that such person carries out the assignment. FIRA is, however, entitled to replace this person with another person with the same qualifications. FIRA will notify Customer of any such replacement.

2.6. Delivery Dates

2.6.1. All delivery dates which may be named by and may be applicable to FIRA are determined to the best of FIRA's knowledge on the basis of information made known to FIRA and will be taken into consideration as much as possible. Delivery dates shall therefore not be considered to be absolute delivery dates within which must be delivered, but a time period within which FIRA shall strive with best efforts to deliver the agreed upon items. Exceeding a given delivery date does not constitute an attributable shortcoming by FIRA unless FIRA fails to use best efforts to deliver in a timely manner. Any delays or additional work caused by the circumstances described in clause 2.4.2 shall automatically extend the agreed delivery dates by at least the duration of the delay.

2.6.2. If it is not possible to keep to the delivery date, then FIRA and Customer will consult with each other to agree on a substitute delivery date.



BIJLAGE 3: GEBRUIKERSVOORWAARDEN WEBAPPLICATIE FIRA SUSTAINABILITY

FIRA Sustainability B.V. werkt met Engelse algemene voorwaarden vanwege internationale opdrachten.

This Agreement governs the use of the web application maintained by FIRA Sustainability B.V. ("FIRA"), designed to support Organizations in organizing, reporting, and verifying their ESG (Environmental, Social, and Governance) performance.

3. TERMS OF SERVICE – FIRA SAAS APPLICATION

3.1. Definitions

- 3.1.1. Application: The web-based software and corresponding databases accessed via a web browser.
- 3.1.2. Customer: The contracting organization for this agreement, including those utilizing free modules.
- 3.1.3. User: Representatives of the Customer who enter data into or utilize data within the Application.
- 3.1.4. Customer Data: Any information, including ESG data and evidence, entered into the Application by or on behalf of the Customer.
- 3.1.5. Identification Codes: Usernames, passwords, and other security codes provided for access to the Application.
- 3.1.6. ESG: Environment, Social, and Governance, used synonymously with Corporate Social Responsibility.

3.2. License and Subscription

- 3.2.1. Grant of License: The Customer is granted a non-exclusive, non-transferable right to use the modules of the Application and the corresponding database. This right includes Maintenance and Support.
- 3.2.2. Term and Renewal: The premium subscription is effective as of the date of signing and shall remain valid for an initial period of one (1) year. Either party may terminate the subscription by providing written notice at least two (2) months prior to the end of the current term. If the subscription is not terminated or not timely terminated, it shall be automatically extended for successive periods of one (1) year.
- 3.2.3. Prohibitions: The Customer is prohibited from copying, duplicating, or altering the Application or database, whether directly or through a third party.

3.3. Scope and Access

- 3.3.1. Scope of Subscription: The subscription scope is defined by the Customer's included companies and activities. Companies may only be merged into one subscription if they share similar value chains and are governed by a holding company capable of setting general policies. FIRA reserves the right to disable subscriptions that do not meet these criteria.
- 3.3.2. System Requirements and Browsers: The Customer is responsible for maintaining the equipment and software necessary to access the Application via generally accepted browsers. FIRA tests the Application against browser versions from the past two years. While FIRA strives to maintain optimal access, it cannot guarantee performance across all browser developments.

3.4. Security, Data Privacy and GDPR Compliance

- 3.4.1. Identification Codes Identification Codes are provided to protect Organization ESG information from unauthorized access. The Customer is solely responsible for the careful use, liability, and costs associated with

these codes. FIRA must be notified immediately in case of loss, theft, or any form of unauthorized use. FIRA shall not be liable for the misuse of Identification Codes.

3.4.2. Customer is solely responsible for managing user access rights and for promptly revoking access of users who no longer require access. FIRA shall not be liable for unauthorized access resulting from Customer's failure to adequately manage user rights.

3.4.3. Data Protection and GDPR Compliance

- a) Administrative Registration: The Customer explicitly agrees to the registration of user privacy information in FIRA's records for administrative and management purposes. This information, including Identification Codes and similar data, is accessible only to FIRA and will not be provided to third parties unless FIRA is obligated to do so on the basis of a court order.
- b) Prohibition of Special Categories of Personal Data: The Customer shall strictly adhere to data minimization principles. It is explicitly prohibited to upload or share "Special Categories of Personal Data" as defined under the GDPR (including, but not limited to, medical records, citizen service numbers (BSN), or copies of identity documents) unless FIRA has provided prior written consent.
- c) Right to Delete: FIRA reserves the right to immediately and without prior notice delete any unsolicited sensitive or special category data uploaded by the Customer.
- d) Standard Personal Data & Purpose: For the purpose of the Application's functionality (e.g., contact person names, professional email, and phone numbers), FIRA will process standard personal data as a Data Processor. The Customer warrants that it has a valid legal basis under the GDPR to provide this data to FIRA.
- e) Customer Choice and Control: The Customer acknowledges that providing contact details of individual representatives is optional. The Customer may choose not to disclose specific personal contact details by leaving the respective fields in the Application empty.
- f) Indemnification: The Customer shall indemnify and hold FIRA harmless against any claims, fines (including GDPR-related fines), or damages resulting from the Customer's transfer of data in violation of applicable privacy laws or this Agreement.

3.4.4. Data Retention Verification evidence will be retained only for the duration necessary to complete the assignment and the subsequent accreditation cycle, after which it will be archived or destroyed in accordance with FIRA's retention policy.

3.5. Availability and Maintenance

3.5.1. Service Level Targets: FIRA strives for the following Application availability (measured annually, excluding scheduled maintenance):

- a) Monday – Friday (08:00 – 18:00 CET): 98%.
- b) Monday – Friday (18:00 – 08:00 CET): 90%.
- c) Saturday – Sunday (All day): 90%.

The stated service level targets constitute best-efforts obligations only and do not entitle Customer to service credits or financial compensation, unless explicitly agreed otherwise in writing.

3.5.2. Maintenance and Updates:

- a) Routine Maintenance: If maintenance impacts access, it will be scheduled between 00:00 and 08:00 CET.
- b) Major Overhaul: Once every 3–5 years, the Application may be unavailable for 2–3 business days. Downtime during business days will be announced at least one week in advance.

3.6. Incident Response and Support

- 3.6.1. Reporting Malfunctions: The Customer must report malfunctions immediately. FIRA will confirm receipt within 2 hours during business days and provide a proposed solution within 8 hours.
- 3.6.2. Coordination: The Customer shall appoint a coordinator to act as the primary contact for FIRA regarding Maintenance, Support, and ESG assessment processes.

3.7. Intellectual Property

- 3.7.1. Application Rights: All intellectual property rights related to the Application, its development, and the database reside exclusively with FIRA.
- 3.7.2. Customer Rights: FIRA acknowledges that all rights to the content of Customer ESG data and reports reside with the Customer.



3.8. Code of Conduct and Liability

- 3.8.1.** Fair Use: The Customer must use the Application responsibly and follow FIRA's Fair Use instructions. FIRA may technically reduce overload or suspend service if these instructions are ignored.
- a) Limitation of Liability: FIRA is not liable for damages resulting from:
 - b) Measures taken due to Customer breach or misuse.
 - c) Issues with external networks, telephone lines, or the Internet.
- 3.8.2.** Malfunctions caused by third-party browser updates.
- 3.8.3.** Indemnification: The Customer indemnifies FIRA against claims from third parties resulting from the transfer of data in violation of privacy laws or other regulations.
- 3.8.4.** Any liability arising from the use of the Application shall be subject to the liability limitations set forth in the General Terms and Conditions of FIRA.

3.9. Termination

- 3.9.1.** Upon termination, the right to access the Application ceases immediately, and Identification Codes will be disabled. There shall be no restitution of payments made.
- 3.9.2.** Upon written request submitted within thirty (30) days after termination, FIRA shall provide Customer with a reasonable export of Customer Data. After this period, FIRA may permanently delete such data in accordance with its retention policy.

