

GENERAL TERMS & CONDITIONS

Definitions “Affiliate” means any corporation or other legal entity that controls, is controlled by, or is under common control with a Party. “Customer(s)” means any professional business entity entering into a contract with IMPAKTER PRO by accepting the present General Terms & Conditions and registering.

For the avoidance of doubt, it is specified that individual persons not acting for professional purposes and/or consumers cannot be Customers of IMPAKTER PRO. “Control” means, for purposes of the definitions of “Affiliate” and “Subsidiary” (a) with respect to a corporation, the control or ownership (directly or indirectly) of fifty percent (50%) or more of the shares or securities of such corporation representing the right to vote for the election of directors, and (b) with respect to any other legal entity, fifty percent (50%) or more ownership interest or control representing the right to make decisions for such entity.

An Affiliate or Subsidiary qualifies as such only for so long as such control exists. “Directory” means the compilation of a database containing a general sustainability report, attributes including each entity’s name, physical location, industry, website, and status.

IMPAKTER PRO means IMPAKTER Limited., 32 Lots Road, London SW10 0QJ, United Kingdom, Company Number: 10806931 “Business Partners” means companies, offering solutions or online services to their or mutual customers, whose solution is integrated with IMPAKTER PRO.

“Export Controls” means any laws, regulations, and restrictive measures (in each case having the force of law) related to the import, export, or re-export of goods, technology, and services administered, enacted, or enforced from time to time by (i) the United States (including without limitation the Department of Commerce’s Bureau of Industry and Security and Department of State’s Directorate of Defense Trade Controls), (ii) the European Union and its member states, (iii) the United Kingdom, or (iv) other jurisdictions with regulatory authority over IMPAKTER PRO, the Customer(s) or their respective Affiliates. “Party” means IMPAKTER PRO. “Customer(s)” means any company subscribing to IMPAKTER PRO. “Sanctioned Person” means a legal or natural person that is (i) the subject of Sanctions, (ii) resident in or organized under the laws of a country or territory which is the subject of country- or territory-wide Sanctions currently or within the past five years (including Cuba, Iran, North Korea, Syria, or the Crimea region, (but the list of countries or territories can change over time depending on changes in the law), or (iii) owned or otherwise controlled by any of the foregoing.

“Sanctions” means any trade, economic and financial sanctions and embargo laws, regulations, and restrictive measures (in each case having the force of law) administered, enacted, or enforced from time to time by (i) the United States (including without limitation the Department of the Treasury’s Office of Foreign Assets Control and Department of State), (ii) the European Union and its member states, (iii) the United Nations, (iv) the United Kingdom, or (v) other jurisdictions with regulatory authority over IMPAKTER PRO, the Customer(s) or their respective Affiliates.

IMPAKTER PRO is accessible at www.impakter.com/pro. “Subsidiary(ies)” means any corporation or other legal entity controlled by a Customer. “Customer(s)” means, collectively, Rated company or Requesting company.

2. Purpose

2.1 IMPAKTER PRO are for professional use and professional Customers only. Individual persons not acting for a professional purpose and/or consumers are expressly excluded from IMPAKTER PRO.

3. Confidentiality

3.1. Except as otherwise expressly authorized by the other Party, IMPAKTER PRO and the customers shall only use the information and documents, of any nature whatsoever concerning the other Party, to which they might have access during or in connection with the report. The content of assessment questionnaires and information related to the IMPAKTER PRO assessment methodology is considered as IMPAKTER PRO confidential information.

Answers to questions for the sustainability report will be deemed as the Customer’s confidential information.

3.2. For purposes of service, the Customer company grants IMPAKTER PRO the non-exclusive and royalty-free right, on a worldwide basis, to host, store in cache mode, process, reproduce, and display, the information the customer company will supply in the course of or in connection with the use of the report (the “Data”), and use such Data to deliver services offered by IMPAKTER PRO and to develop the IMPAKTER PRO.

The Customer warrants and represents that it has all the rights and authorizations that are necessary to use the Data for purposes of the IMPAKTER PRO Solutions, and that it can freely grant the above license rights.

3.3. Article 3.1 shall not apply to information in the public domain or to information known by the other Party prior to the completion of the report. Each Party may disclose, without prior notification, approval, or consent by the other Party, to tax authorities, local or governmental authorities, and courts any confidential information that is required to be disclosed by law, as well as to such Party's representatives, external counsels and advisors, or for audit purposes.

3.4 Notwithstanding Article 3.1 above, the Customer sustainability report will be shared only with the Customer, and if by request it will be published on IMPAKTER’s website.

4. Responsibility of IMPAKTER PRO

4.1. In the event that IMPAKTER PRO becomes aware of a data breach incident likely to severely compromise the security of the customer data, IMPAKTER PRO may, without notice, suspend momentarily the provision of its services in order to remedy the security breach in a timely manner. In such an event, IMPAKTER PRO shall not incur any liability to Customers and Customers shall not seek any compensation whatsoever from IMPAKTER PRO.

4.2. IMPAKTER PRO does not warrant any results from the use of the sustainability report service and shall only be held to an obligation to use best endeavors. IMPAKTER PRO does not warrant that the report will meet the Customer's requirements.

The report shall be regarded only as a decision-making tool and IMPAKTER PRO cannot be and is not liable for any decision taken by the customer on such basis.

4.3. The customer company shall receive its report based on the disclosed information and news resources available to IMPAKTER PRO at the time of assessment. Should any information or circumstances change materially during the period of the report, IMPAKTER PRO reserves the right to place the business' rating on hold and, if considered appropriate, to re-assess and possibly issue a revised report.

5. Responsibility of Customers

5.1. The Customer agrees not to (i) interfere with or attempt to interfere with the proper reporting process. The Customer shall not without the prior written express consent of IMPAKTER PRO translate or adapt the report for any purpose nor arrange or create derivative works based on the report, (ii) make for any purpose any alterations, modifications, additions, or enhancements to the report.

6. Responsibility of the Rated Company

6.1. The Customer shall cooperate with IMPAKTER PRO and ensure that it supplies in a timely manner to IMPAKTER PRO the data, information, and documentation that are appropriate for or in connection with the operation of the report.

6.2. The Customer shall ensure that all data communicated is accurate, faithful, and complete, and agrees not to post or transmit to IMPAKTER PRO any unlawful, fraudulent, harassing, libelous, or obscene data.

7. Compliance with Laws

In connection with the performance of this Agreement, the Parties shall comply with all applicable laws and regulations.

8. Trade Controls

8.1. The Customer represents and warrants that (i) neither the Customer nor any of its officers or directors is a Sanctioned Person and (ii) it will not use, and will not allow any party to use, any services provided by IMPAKTER and its Affiliates in connection with doing business with or involving, Cuba, Iran, North Korea, Syria, or the Crimea region (but the list of countries or territories can change over time depending on changes in the law).

8.2. The Customer represents and warrants that it will not use, and will not allow any party to use, any services provided by IMPAKTER PRO or its Affiliates in connection with doing business with any Sanctioned Person or for any purpose that would violate, or cause IMPAKTER or its Affiliates to violate, Sanctions or Export Controls.

8.3. The Customer acknowledges and agrees that IMPAKTER PRO and its Affiliates are subject to Sanctions and Export Controls and must take measures to ensure compliance with applicable Sanctions and Export Controls. The Customer, therefore, acknowledges and agrees that its access to and use of any services provided by IMPAKTER or its Affiliates (i) is subject to the representations and warranties provided in this Article 8, (ii) may be blocked and suspended in the event of a potential match to a Sanctioned Person, and (iii) may, in the case of such a potential match, require the Customer to provide information or documentation necessary to confirm its identity.

8.4. The representations, warranties, covenants, or obligations provided in this Article 8 are given only to the extent that they would not result in a violation of or conflict with Council Regulation (EC) No. 2271/96, as amended, any law or regulation implementing Council Regulation (EC) No. 2271/96 in any member state of the European Union, the German Foreign Trade Act or any applicable equivalent law or regulation.

9. Indemnification

9.1. Customer Indemnity. The Customer shall indemnify, defend and hold IMPAKTER harmless from and against any losses, damages, liabilities, claims, and expenses of whatever kind, incurred by IMPAKTER in connection with any claim made against IMPAKTER that arises out of or relates to (i) any breach of any representations, warranties, covenants, or obligations of the Customer, (ii) the consequences of any unlawful, fraudulent, harassing, libelous, or obscene data, information or documents provided to IMPAKTER.

9.2. Indemnification Process. The foregoing indemnification obligations are conditioned on the indemnified party: (a) notifying the indemnifying party promptly in writing of such action, (b) reasonably cooperating and assisting in such defense, and (c) giving sole control of the defense and any related settlement negotiations to the indemnifying party with the understanding that the indemnifying party may not settle any claim in a manner that admits guilt or otherwise prejudices the indemnified party, without consent.

10. Subscription and fees

10.1. Receiving the sustainability report and the other services by IMPAKTER PRO is conditioned by the payment of all applicable fees, including a non-refundable, annual, or multi-year subscription fee depending on the plan that the Customer has selected, as detailed on impakter.com/business.

All payments are due upon receipt. Local taxes, including withholding tax shall be paid by the Customer or respectively shall be charged to the Customer and their amounts shall not be deducted from the subscription fee.

10.2. Subject to the Customer's right to terminate this Agreement pursuant to Article 14.2, IMPAKTER Business reserves the right to revise its annual subscription fee schedule and/or implement a different pricing model or additional fees to be paid, at any time without incurring any liability whatsoever towards the Customer. For the avoidance of doubt, the new fee schedule will be applicable from the next subscription cycle.

11. Intellectual property rights

The entirety of content on the sustainability report, including but not limited to all methodologies, procedures, management tools, workshops, manuals, software packages, databases, guidelines, questionnaires, designs, trademarks, ideas, inventions, expertise, commercial methods, analysis methods, assessment methodologies, assessment results and all other rights covered by intellectual property rights developed, created or acquired by IMPAKTER Business prior to supplying the report or during operation, by any other means whatsoever, are and remain the exclusive property of IMPAKTER PRO. All data and individual entries made by the Customer remain the property of the Customer.

12. Personal Data

12.1 While operating the sustainability report service, IMPAKTER, will process personal data in accordance with the EU General Data Protection Regulation 2016/679 (hereafter "GDPR"). In connection with this processing, IMPAKTER will take adequate physical, administrative, and technical measures to protect such data against their accidental or unlawful destruction, accidental loss, alteration, disclosure, any unauthorized access, in particular over the Internet, as well as against any form of unlawful processing, in accordance with its Statement of Data Privacy, which can be view on our Privacy Policy page.

12.2 IMPAKTER's Statement of Data Privacy is regularly updated notably to comply with applicable laws and regulations. Upon every update, the link to the new version of the Statement of Data Privacy is displayed on IMPAKTER's website and the Customer is hereby invited to visit it regularly (at least once a month).

12.3 Should a modification of the Statement of Data Privacy increase significantly the obligations of the Customer, then the Customer shall have the opportunity to terminate its subscription to IMPAKTER PRO on this ground for a period of three (3) months as from the display of the relevant new version of the Statement of Data Privacy on IMPAKTER's website.

13. Limitation of Liability

13.1. Notwithstanding any other provision in this agreement, IMPAKTER PRO shall in no event be liable for any indirect loss or damage of any kind (including, without limitation, costs of cover, loss of profits, revenue, business, or loss or corruption of data) arising from or relating to this Agreement, including from (i) the sustainability report, (ii) the use of the Data or the assessment results of the Customer company; or (iii) a Customer's breach of its confidentiality obligations, regardless of the form of action.

13.2. In any case, the aggregate liability of IMPAKTER PRO, regardless of the legal ground, shall be strictly limited to the amount of the fees paid by the Customer for the IMPAKTER PRO under this Agreement in the preceding twelve (12) months in case of an annual subscription, or in the preceding twenty-four (24) months in case of a two-year subscription.

14. Term

Termination 14.1. This Agreement shall enter into force on the date the Customer accepts the General Terms & Conditions, as validated by online confirmation by IMPAKTER PRO.

It will continue for an initial term of twelve (12) or twenty-four (24) months (depending on the selected subscription term), from the date the Customer submitted its data to the IMPAKTER PRO team for the first time.

The Agreement will renew by tacit renewal per period of twelve (12) months each unless terminated by either of the Parties in accordance with Article 14.2 below.

14.2. The Customer may terminate the Agreement at any time, for any reason by sending a written notification to IMPAKTER. The documentation provided in electronic format will be deleted upon request.

14.3. IMPAKTER may terminate this Agreement without notice if the Customer is found to be in material breach of any of the terms of this Agreement.

14.4. IMPAKTER may terminate this Agreement at any time, for any reason, by sending a written notification (or notification in an electronic form) to the Customer. In such a situation, the Customer shall be entitled to receive a refund for the prepaid subscription fees on a pro-rata basis in respect of any Services not received after the date of termination.

Articles 3, 11, and 13 shall survive any termination of the Agreement.

15. Non-poaching clause

IMPAKTER's success depends on its ability to hire, train and retain a productive and efficient workforce: employees are our most valuable assets, and are instrumental in developing and implementing critical aspects of our strategic business plan, policy, and professional ethics.

In recognition of this fact, the Customer agrees that for the duration of the cooperation between the Parties and for a one-year period beginning on the date of termination (regardless of the reason for the termination) (the "Restricted Period"), the Customer will not (directly or indirectly) hire, solicit for hire, or assist others in hiring or soliciting for hire: 1) any employee of IMPAKTER or its Affiliates, or 2) any former employee of IMPAKTER or its Affiliates within three months from the end of the employment contract between the former employee and IMPAKTER.

This provision shall not prohibit the Customer from hiring, soliciting for hire, or assisting others in hiring or soliciting for hire, any IMPAKTER'S Affiliates' employee who responds to a general solicitation or advertisement that is not specifically directed to IMPAKTER employees.

16. Assignment and transfer

The Customer shall not assign or transfer the Agreement to any third party without the prior written consent of IMPAKTER PRO. IMPAKTER PRO may assign this Agreement to any direct or indirect subsidiaries or any other third party.

17. Modification

IMPAKTER PRO reserves the right, at any time, to unilaterally modify the terms of this Agreement, subject to the Customer's ability to terminate the Agreement pursuant to Article 14.2 hereof. The Customers will be informed of any such changes by means of publication on the website impakter.com/business or through any other adequate means.

19. Applicable law and jurisdiction clause

This Agreement shall be governed, construed, and interpreted in accordance with the laws of the Netherlands. Any dispute arising out of or in connection with the Agreement, which cannot be settled amicably, shall be submitted to the competent court of Amsterdam, The Netherlands, which shall have exclusive jurisdiction notwithstanding the plurality of defendants.

19. Application of the Agreement

The Parties hereby agree that this Agreement sets forth the entirety of their respective rights and obligations relating to the subject matter thereof. This Agreement supersedes all prior agreements, negotiations, and discussions between the Parties relating thereto. Any terms or conditions of any purchase order or other documents submitted by the Customer in connection with the access to IMPAKTER PRO that is in addition to, different from, or inconsistent with this Agreement are not binding on IMPAKTER and are ineffective.