

# MARKETPLACE SERVICE AGREEMENT

BeCause ApS

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## APPENDICES

Appendix 1 – Pricing and product schedule

This marketplace service agreement (hereinafter the "**Agreement**") is entered into

BETWEEN

BeCause ApS  
Company reg. no. 39745267  
Njalsgade 21E, 1  
2300 Copenhagen S  
Denmark  
("BeCause")

AND

[INSERT NAME]  
Company reg. no. [•]  
Address [•]  
Address [•]  
("Customer")

(collectively referred to as the "**Parties**" and separately a "**Party**")

## 1 DEFINITIONS

1.1 In this Agreement, unless the context otherwise requires, the following words and expressions shall have the following meanings:

"**Agreement**" means this marketplace agreement, including all appendices, schedules, and annexes attached to it;

"**Business Day**" means a day other than a Saturday, Sunday, or public holiday in Denmark;

"**Certificate Data**" means any data derived from a Certifier about the Certifier, its certificates and the latest certification status of Properties.

"**Certifier**" means an authorized local, state, federal or private sector entity that provides certification services, including but not limited to issuing of sustainability-related certificates (also known as eco-labels), assessments, audits, and consultancy to companies;

"**Commencement Date**" means the date of execution of this Agreement or such other date as agreed by the Parties in writing;

"**Confidential Information**" means any information of a confidential nature disclosed by one Party to the other Party, whether orally, in writing, or in any other form, including but not limited to technical, commercial, financial, operational, marketing, or business information, trade secrets, know-how, data, processes, plans, reports, designs, specifications, software, source code, algorithms, or any other intellectual property rights;

"**Data Protection Laws**" means all applicable laws and regulations relating to the processing of personal data and privacy, including the EU General Data Protection Regulation (GDPR) and any other national or supranational laws implementing or supplementing the GDPR;

"**Deliverables**" means the outputs, results, or products of the Services;

"**Force Majeure Event**" means any event beyond the reasonable control of a Party, including but not limited to acts of God, war, terrorism, civil commotion, strikes, lock-outs, or other industrial disputes, fire, flood, storm, or pandemic;

"**Granular Performance Data**" refers to quantitative metric & qualitative narrative data relating to environmental, social, and governance aspects about Properties, provided to the Customer, if added to a Premium Subscription;

"**Group Brand**" refers to any subsidiary brand or service that is part of the Customer's corporate group;

"**Intellectual Property Rights**" means any and all patents, trademarks, service marks, trade names, domain names, design rights, copyrights, database rights, moral rights, rights in software, rights in confidential information, know-how, trade secrets, or any other intellectual property rights, whether registered or unregistered, and including applications for the grant of any such rights;

"**Marketplaces**" any Group Brand, company, platform, agency or entity, which collects and displays Sustainability Data to its users. This includes but is not limited to online travel agencies, travel agencies, travel management companies, global distribution services;

"**Personal Data**" means any information relating to an identified or identifiable natural person that is processed by either Party under or in connection with this Agreement;

"**Premium Subscription**" means the annual subscription that grants the Customer access to comprehensive Services as set out in this Agreement;

**"Processing"** means any operation or set of operations performed on Personal Data, such as collection, recording, organisation, structuring, storage, adaptation, alteration, retrieval, consultation, use, disclosure, transmission, dissemination, combination, restriction, erasure or destruction, and "Process" and "Processed" shall be construed accordingly;

**"Properties"** means the brand sites, locations, or potentially other organizational units shown via the Customer's services - including but not limited to hotels, attractions, restaurants, and tours;

**"Services"** means the means the digital platform made available by BeCause from time to time for access, management, visualization, evaluation, comparison, registration, and analysis of Sustainability Data, which Customer can enter into and access. The Service includes access to features, functionality, design elements, graphics, pictures, texts, statistics, guidelines, frameworks, standards and any other material or information;

**"Subcontractor"** means any third Party engaged by BeCause to perform any part of the Services, subject to the Customer's prior written consent;

**"Sustainability Data"** means Certificate Data and Granular Performance Data, if included in this Agreement.

**"Term"** means the duration of this Agreement, starting from the Commencement Date and ending on the date of expiry or termination of this Agreement in accordance with its terms.

1.2 In this Agreement, unless the context otherwise requires:

- words importing the singular include the plural and vice versa;
- words importing a gender include every gender;
- references to a person include references to a body corporate, association, or partnership;
- references to a Party include references to its successors and permitted assigns;
- references to clauses, appendices, schedules, and annexes are references to clauses of and appendices, schedules, and annexes to this Agreement;
- references to any statute or statutory provision include references to that statute or statutory provision as amended, extended, consolidated, or re-enacted from time to time and to all orders, regulations, instruments, or other subordinate legislation made under the relevant statute.

## **2 BACKGROUND**

- 2.1 The Parties wish to cooperate on the provision of Sustainability Data. The purpose of this cooperation is to enable the Customer to display such data on its online platform and to promote sustainable travel among its customers.
- 2.2 To facilitate this, BeCause will develop and maintain an application programming interface (API), which can be integrated with, alongside Excel self-service tools. These tools will enable the Customer to access, consume, and interact with the Sustainability Data from BeCause's database. This database aggregates and harmonizes data from multiple sources, providing a comprehensive view of Sustainability Data of Properties. The API and Excel self-service tools will be hosted and managed by BeCause, ensuring compliance with the specifications and requirements mutually agreed upon by the Parties.

## **3 OBJECTIVES**

- 3.1 During the term of this Agreement, and upon timely payment of the agreed fees, the Customer will get access to the Services.
- 3.2 The Parties agree to cooperate in good faith to achieve the following objectives:
- 3.2.1 To lift the level of automation of the process of updating Customer's sustainability database, by using BeCause's API and Excel self-service tools that collects, unifies, and communicates Sustainability Data from various Certifiers and Properties relevant to the Customer's sustainability program.
- 3.2.2 To reduce the resources required by Customer to update and maintain their sustainability database, and to increase the frequency, accuracy, and diversity of the data available for their use.
- 3.2.3 To make it easier and more efficient for the Certifiers and Properties to submit their Sustainability Data to Customer and other stakeholders, without placing any additional burden on them, and to ensure that BeCause respects their privacy and data ownership rights.
- 3.2.4 To enable Customer to leverage BeCause's data advantage to improve sustainability program, customer experience, and brand reputation, and to contribute to industry organizational standards (e.g. Travalyst and GSTC).

## **4 PROVISION OF SERVICES**

- 4.1 BeCause agrees to provide the Services to the Customer in accordance with this Agreement.

- 4.2 BeCause shall perform the Services with reasonable care, skill, and diligence, and in compliance with all applicable laws, regulations, codes of practice, and professional standards.
- 4.3 BeCause shall comply with all reasonable instructions, directions, and requests issued by the Customer in relation to the Services.
- 4.4 BeCause shall keep the Customer informed of the progress and status of the Services and shall promptly notify the Customer of any issues, delays, or difficulties that may affect the quality, timing, or cost of the Services.
- 4.5 BeCause shall cooperate fully with the Customer and any other Parties involved in the Services and shall provide the Customer with all information, documents, materials, and assistance reasonably required for the proper and timely performance of the Services.
- 4.6 BeCause shall not make any changes to the scope, objectives, tasks, deliverables, schedule, or fees of the Services without the prior written consent of the Customer.

## **5 BECAUSE RESPONSIBILITIES**

- 5.1 BeCause's responsibilities
  - a) Development, provision, and maintenance of the agreed technological infrastructure collecting, coordinating, and communicating the Sustainability Data for Customer.
  - b) Provision of user onboarding assistance and customer service to the Certifiers and Properties participating in the data sharing practice via the BeCause platform, applicable for both free and Premium Subscription plans. For the purposes of this agreement, it is important to note that Properties are only authorized to share data pertaining to their own operations and characteristics. This sharing does not require Properties to be subscribed to any specific plan, nor to share their data, ensuring their autonomy in deciding to share data with the Customer.
  - c) Assistance with creating and communicating the messaging of the new practice to the Certifiers and Properties partnering with Customer.
  - d) BeCause agrees to comply with the Customer Supplier Code of Conduct, IT Security Schedule and any other reasonable mandatory Customer policies that are notified to BeCause from time to time.

## **6 CUSTOMER RESPONSIBILITIES**

6.1 The Customer must:

- a) Inform BeCause of the Marketplace(s), which shall show the Sustainability Data under this Agreement. This will be specified in Appendix 1.
- b) Communicate the information required by BeCause to adequately send to Customer the requested data.
- c) Communicate to Certifiers and Properties to support creation of awareness, incentivization, and timeliness in these providing the data according to the to-be new normal practice – i.e. routing the data via the BeCause platform through to Customer. To ensure a successful project, Customer supports BeCause with raising awareness towards Certifiers and Properties since there is a mutual value-add in having remaining Certifiers and Properties onboarded. This communication will be co-created by both Parties.

6.2 The Customer is permitted to use and display any Sustainability Data received from BeCause via the Services on the Marketplace(s) specifically designated by the Customer, as outlined in this Agreement. However, the distribution of Sustainability Data, either internally within the Customer's organization or externally to affiliates, clients, or partners not explicitly named in this Agreement, is prohibited without securing a separate agreement or acquiring an additional Group Brand add-on from BeCause.

## **7 TERM AND FEES**

7.1 This Agreement comes into force on the Commencement Date and shall remain in effect for a term of 12 months and shall automatically renew for successive terms of 1 year, unless terminated in accordance with the provisions of this Agreement, as detailed in clause 11.

7.1.1 All payments under this agreement shall be made in euros (EUR).

7.1.2 Payment terms are net 30 days from the date of invoice issuance. Payment terms are Net 30 since the invoice issuance.



## 7.2 Pricing Structure

7.2.1 In consideration of the provision of the Services, the Customer agrees to a pricing structure outlined in detail in Appendix 1 of this Agreement. This structure comprises fees for various service components, payable in advance, with specific prices set out in the appendix. The components include, but are not limited to, the following options:

- **Pro Premium Subscription:** This option provides the Services to one Marketplace, granting access and a license to display Certificate Data related to one type of Property.
- **Additional Group Brands:** For expanding the subscription to cover additional Group Brands within the same type of Property.
- **Additional Property Type:** This allows for the extension of data access to include additional types of Properties (e.g., hotels, restaurants).
- **Implementation Fee:** A one-time fee for the initial setup, including API and data mapping.

## 7.3 Enhanced Services with Granular Performance Data

7.3.1 The Customer may opt for a service that includes both Certificate Data and Granular Performance Data, with the service structure as follows:

- **Enterprise Premium Subscription with Granular Performance Data:** Offers the Services to one Marketplace, including both Certificate Data and Granular Performance Data for one type of Property.
- **Additional Group Brands with Granular Performance Data:** For including additional Group Brands with access to Granular Performance Data per type of Property.
- **Additional Property Type:** Similar to the standard Premium Subscription, this extends the access to include additional types of Properties.
- **Implementation Fee with Granular Performance Data:** A one-time fee for setup that includes the integration of Granular Performance Data.

The specific fees associated with each component of the service offerings are detailed in Appendix 1.

7.4 The Customer shall pay each invoice within 30 days of receipt by bank transfer to the account nominated by BeCause.

7.5 It is acknowledged that while efforts will be made to provide Granular Performance Data for all Properties, such provision cannot be guaranteed.

## **8 INTELLECTUAL PROPERTY RIGHTS**

8.1 The Customer acknowledges and agrees that BeCause owns and retains all Intellectual Property Rights in and to the Services, and any materials, software, tools, methods, or techniques used or developed by BeCause in connection with this Agreement.

8.2 The Customer grants to BeCause a non-exclusive, revocable, worldwide, royalty-free, and sub-licensable license to use, copy, modify, distribute, and exploit any materials, data, or information provided by the Customer to BeCause for the purpose of performing the Services and fulfilling its obligations under this Agreement.

8.3 The Customer warrants that it has the necessary rights, title, and authority to grant the license granted under this clause and that the use of such licenses by the other Party will not infringe the Intellectual Property Rights of any third Party.

8.4 Each Party shall promptly notify the other Party in writing of any actual or potential infringement, misappropriation, or violation of its Intellectual Property Rights by any third Party and shall cooperate with the other Party in taking any appropriate action to protect and enforce such rights.

## **9 DATA DISTRIBUTION**

9.1 The Customer expressly retains ownership of the data they submit exclusively for mapping purposes. This mapping data comprises metadata for the accurate association between the Customer and Marketplaces for facilitating precise data exchange regarding Properties.

9.1.1 The Customer is solely responsible for ensuring the correctness of mapping data. This includes the validation of the data's accuracy to confirm that the intended Properties are correctly identified for data exchange purposes. BeCause provides the platform and tools necessary for this process but does not assume liability for errors or inaccuracies in the Customer's validation efforts.

## **10 DATA PROTECTION**

10.1 The Parties agree to comply with their respective obligations under the Data Protection Laws and the Data Processing Agreement attached as Appendix E to this Agreement.

- 10.2 The Parties acknowledge that, for the purposes of the Data Protection Laws, the Customer is the data controller and BeCause is the data processor of any Personal Data Processed under or in connection with this Agreement.
- 10.3 BeCause shall Process the Personal Data only on documented instructions from the Customer, including with regard to transfers of Personal Data to a third country or an international organisation, unless required to do so by applicable law, in which case BeCause shall inform the Customer of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest.
- 10.4 BeCause shall ensure that persons authorised to Process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- 10.5 BeCause shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk of the Processing of the Personal Data, taking into account the state of the art, the costs of implementation, and the nature, scope, context, and purposes of Processing, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons.
- 10.6 BeCause shall respect the conditions for engaging another processor referred to in Article 28(2) and (4) of the GDPR and shall inform the Customer of any intended changes concerning the addition or replacement of other processors, thereby giving the Customer the opportunity to object to such changes.
- 10.7 BeCause shall assist the Customer by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Customer's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR.
- 10.8 BeCause shall assist the Customer in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR, taking into account the nature of Processing and the information available to BeCause.
- 10.9 BeCause shall, at the choice of the Customer, delete or return all the Personal Data to the Customer after the end of the provision of Services relating to Processing, and delete existing copies unless applicable law requires storage of the Personal Data.

- 10.10 BeCause shall make available to the Customer all information necessary to demonstrate compliance with the obligations laid down in this clause and allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer.
- 10.11 BeCause shall immediately inform the Customer if, in its opinion, an instruction infringes the Data Protection Laws.

## **11 TERMINATION**

- 11.1 Either Party may terminate the Agreement with three (3) months' prior notice to the end of a new 12-month term. Any termination of this agreement shall be done in writing.
- 11.2 Either Party may terminate this Agreement immediately on written notice to the other Party in any of the following events
- 11.2.1 If the other commits any material breach of its obligations under this Agreement which, in the case of a breach capable of remedy, is not remedied within 5 days of notice from the innocent Party specifying the breach and requiring it be remedied; or
- 11.2.2 Becomes bankrupt or insolvent, has a petition presented to appoint any such administrator or receiver, is unable to pay its debts or threatens or ceases to carry on its business or suffers any execution which remains unsatisfied for 30 days or anything similar or analogous to any of the foregoing.

## **12 CONFIDENTIALITY**

### **12.1 Confidentiality Obligations**

- 12.1.1 Each Party will
- a) not disclose the other Party's Confidential Information to any third Parties except as permitted in this Agreement;
  - b) protect the other Party's Confidential Information in accordance with Good Industry Practice;
  - c) only use the other Party's Confidential Information for the purposes for which it was disclosed; and
  - d) ensure that each subcontractor that receives Confidential Information is bound by similar confidentiality obligations.

## 12.2 Permitted Disclosures

12.2.1 Clause 12.1(Confidentiality Obligations) does not restrict:

- a) either Party from disclosing Confidential Information to: (a) its Affiliates (provided, in Supplier's case, that such Affiliate is not competing with Customer on the downstream market); or (b) its personnel or professional advisers (or those of its Affiliates) who need to know the information for the purposes of exercising that Party's rights or performing its obligations under the Agreement;
- b) Customer from disclosing Confidential Information to its other third-Party suppliers to the extent that they need the information to provide services to Customer; and
- c) any disclosure of Confidential Information required:
  - i. by applicable law, a court of competent jurisdiction or a regulator; or
  - ii. as a result of being listed on a stock exchange.

## 12.3 Confidentiality Exceptions

12.3.1 Clause 12.1 does not apply to Confidential Information that:

- a) was already known to the recipient before it was disclosed by (or on behalf of) the other Party;
- b) becomes available to the recipient on a non-confidential basis via another third Party;
- c) is independently developed by the recipient without using the other Party's Confidential Information; or
- d) comes into the public domain in a way that does not breach these Conditions.

12.4 BeCause must not issue any press release or announcement about the Agreement, or its involvement in providing Services, without Customer's written consent.

## 13 LIMITATION OF LIABILITY

13.1 BeCause is committed to a high standard of data security and precision. However, BeCause shall not be liable for any loss that you may incur as a result of malfunctions, errors, security breaches or any other reason.

- 13.2 The Service provided by BeCause is provided on an “as is” basis, without warranty of any kind, express or implied, including without limitation, the warranties that the software is free from defects, virus free, able to operate on an uninterrupted basis, merchantable, fit for a particular purpose or non-infringing.
- 13.3 In no event shall BeCause, or any of our respective officers, directors or employees or suppliers be liable for any lost profits, diminution in value, or business opportunity, any loss, damage, corruption or breach of data, any other intangible property or tangible property or any special, incidental, indirect, intangible, or consequential damages, arising out of or relating to any use or inability to use the Service provided by BeCause, authorized or unauthorized use of the Services or the User Account, or this Agreement.
- 13.3.1 In no event shall Customer or any of its respective representatives be liable for indirect, consequential or punitive damages or loss of profits.
- 13.4 The damages for which BeCause is liable shall be limited to the amount paid by Customer under this Agreement.
- 13.5 BeCause cannot warrant and do not warrant that the content available through our Services is accurate, complete, reliable, current or error-free. BeCause reserve the right to make changes in or to the content, or any part thereof without giving the Customer any notice prior to or after making such changes to the content.
- 13.6 BeCause shall indemnify and hold Customer harmless against losses, damages and claims arising out of (i) acts, breach or misconduct of BeCause or its representatives in connection with the performance of the Services, (ii) breach by BeCause or any of its representatives of the Data Protection Laws or leakage or loss of Personal Data collected or processed by BeCause for the purpose of this Agreement.
- 13.7 In the event of occurrence of a Force Majeure Event preventing the performance of any of the Party’s obligations under this Agreement, the affected Party shall be excused from fulfilling its obligations and performance shall be suspended for a period of time equal to the period during which the Force Majeure Event persists provided that the affected party immediately notifies the other Party of the occurrence of the Force Majeure Event and in all cases by no later than three (3) days from the date the affected Party became aware of the same. If the Force Majeure Event exists for more than three (3) months, the Agreement may be terminated by either Party with fourteen (14) days written notice, without the Parties being entitled to claim damages towards each other.

## 14 MISCELLANEOUS

- 14.1 If any provision in this Agreement is held to be invalid or unenforceable, then this Agreement including the remaining provisions will remain in full force and effect as if such invalid or unenforceable provisions had never been included.
- 14.2 BeCause reserve the right, at any time and for any reason, to discontinue, redesign, modify, enhance, change, patch the software, and/or the Services, including without limitation, the structure, specifications, 'look and feel', navigation, features and other elements of the Services or any part thereof to the extent such modifications are non-material to the Services.
- 14.3 The failure of a Party to exercise any right, power or remedy provided under these Terms shall not constitute a waiver by such Party of its right to exercise any such or other right, power, or remedy.
- 14.4 Provisions of this Agreement which either are expressed to survive its expiry, or termination, or from their nature, or context, it is contemplated that they are to survive such expiry, or termination, shall remain in full force and effect notwithstanding such expiry or termination of this Agreement.
- 14.5 This Agreement incorporates by reference the additional general policies and documents listed on BeCause's legal page, which are deemed to be part of this Agreement. All referenced documents are accessible [here](#).

The documents specifically included in this reference are:

- 14.5.1 Terms and Conditions
- 14.5.2 Vulnerability Disclosure Policy
- 14.5.3 Privacy Policy
- 14.5.4 IT Security Policy
- 14.5.5 IT Disaster Recovery Policy
- 14.5.6 Data Processing Agreement

Updates to these documents will be provided by the Company and made available to all parties within 30 days of any changes. All parties agree to abide by the terms of these documents as if they were fully set out in this Agreement itself.

## 15 GOVERNING LAW AND DISPUTES

- 15.1 This Agreement shall be governed by and construed in accordance with the laws of Denmark, excluding its choice of law rules.
- 15.2 Any dispute arising out of the Agreement, including any dispute concerning its existence or validity that cannot be settled amicably between the Parties within 30 days after one Party's receipt of Notice from the other Party including a detailed description of the dispute, will be decided with final effect by the Danish Institute of Arbitration (Danish Arbitration). The Danish Institute of Arbitration will apply the rules of procedure in force when the application for arbitration is submitted.
- 15.3 The arbitration proceedings will take place in Copenhagen, and the language of the proceedings will be English.

---oo0oo---

*[SEPARATE SIGNATURE PAGE FOLLOWS]*



## SIGNATURE PAGE

Signed on [INSERT DATE]

On behalf of the Customer as authorized signatory:

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[AUTHORIZED SIGNATORY]

On behalf of BeCause as authorized signatory:

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Jahanzeeb Ahmed

## **APPENDIX 1 – PRICING AND PRODUCT SCHEDULE**

As per individual offer quoted to the customer.

All fees are exclusive of value added tax (VAT) or any other applicable taxes, which shall be payable by the Customer at the prevailing rate.

All annual prices can be adjusted each 12-month period, based on BeCause's product development road map, expansion and general development, implementation and maintenance expenses.

Marketplaces designated: [INSERT]