

SUSTAINABILITY DATA MANAGEMENT AGREEMENT

BeCause ApS

Version: Last revised December 4, 2024

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This sustainability data management 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 hotel service 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;

"**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;

"**De-identified Data**" has the meaning set forth in clause 9.2;

"**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;

"**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**" means any company, platform, agency, entity, which collect collecting Sustainability Data, which includes travel management companies;

"**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;

"**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 part of the Customer's brands - including but not limited to hotels, attractions, restaurants, and tours;

"**Services**" refer to the digital platform provided by BeCause, accessible to the Customer for the purposes of collecting, coordinating, communicating, and analyzing sustainability data. The platform offers a suite of tools for holistic data aggregation, analytics dashboard creation, and report generation. Services include the collection of data from various sources including, but not limited to, Certifiers, Properties, and other data providers. It also facilitates the distribution of this data to third parties as authorized by the Customer;

"**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 any data related to the environmental, social, and governance (ESG) practices and outcomes of Properties, including but not limited to energy usage, waste management, water usage, social initiatives, and governance practices. This data is collected, analysed, and reported through the Services for the purpose of supporting sustainable data management;

"**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 objective of this Agreement is to establish a structured framework (on a non-exclusive basis) that delineates the specific terms and conditions under which BeCause shall undertake to provide the defined Services. These Services are aimed at enabling Customer to efficiently collect, coordinate, and communicate Sustainability Data for Properties, thereby enhancing sustainability management capabilities.

2.2 BeCause is a cloud-based SaaS platform designed to streamline the process of Sustainability Data management. The Service provides a secure, scalable solution for aggregating, analyzing, and sharing Sustainability Data, with a focus on user-friendly interfaces and seamless integration with existing systems.

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 provide a comprehensive data management solution for Sustainability Data, facilitating the collection, coordination, and dissemination of such data.
 - 3.2.2 To simplify the process of Sustainability Data management for Customers by offering a platform for centralizing Sustainability Data as well as unifying and automating the workflows and dataflows related hereto.
 - 3.2.3 To enhance the communication of sustainability efforts and achievements through the distribution of data and reports to relevant stakeholders, including marketplaces.
 - 3.2.4 To facilitate BeCause's assistance in sharing the Customer's Sustainability Data with online Marketplaces, thereby extending the reach and impact of their sustainability certifications enhancing visibility among consumers.
 - 3.2.5 To empower Properties to utilize BeCause's platform for advancing their sustainability goals, thereby enhancing their sustainability profile, customer engagement, and market reputation. This includes providing support for integrating with global sustainability standards and contributing to industry-wide sustainability practices.

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 for collecting, coordinating, and communicating Sustainability Data.
- b) Provision of user onboarding assistance and customer service to support the effective use of the BeCause platform.
- c) Assistance in the generation and distribution of sustainability reports in various standard and customised formats.
- d) BeCause agrees to comply with the Customer's supplier code of conduct, IT security schedule or any other reasonable mandatory Customer policies that are notified to BeCause from time to time.
- e) BeCause shall only provide the Services to the list of Properties to which the Customer has informed BeCause of in Appendix 1. Customer will inform BeCause of any change to such list during the term of this Agreement.

6 CUSTOMER RESPONSIBILITIES

6.1 The Customer must:

- a) Inform BeCause of the Properties, which shall utilize the Services under this Agreement. This will be specified in Appendix 1.
- b) Communicate and provide the data required by BeCause to adequately provide the Services.

- c) Communicate to Certifiers, Marketplaces and other partners to support creation of awareness, incentivization, and timeliness in these providing the data according to the to-be new normal practice – i.e. routing data via the BeCause platform through to Customer and Properties. To ensure a successful project, Customer supports BeCause with raising awareness towards Certifiers, Marketplaces and other partners, since there is a mutual value-add in having the more Certifiers, Marketplaces and other partners onboarded quick. This communication will be co-created by both Parties.
- d) By recognizing BeCause as a preferred sustainability service provider, the Customer offers BeCause increased opportunities to collaborate with Properties. To facilitate this, the Customer will sustain and progressively improve the understanding of the Services for the mutual benefit of both BeCause and the Properties.

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 annually in advance, with specific prices set out in the Appendix 1. The components include, but are not limited to, the following options:

- **Standard Package:** Access to the Services for Sustainability Data collection, overview, distribution, calculators and third-party verification tailored to specific types of Properties and basic functionality and support.

- **Pro Package:** Access to Enhanced Services for Sustainability Data collection, overview, distribution, API integration, custom frameworks and reports to industry frameworks, advanced support, and additional functionalities for more in-depth data management and analysis across different Property types.
- **Enterprise Package:** Access to all Services features for Sustainability Data management, including compliance frameworks (e.g. CSRD), industry benchmarking and customization options,
- **Implementation Fee:** A mandatory one-time fee for the initial setup, which includes API integration and data mapping, to ensure the Customer's system is fully integrated with the platform.

The specific fees associated with each subscription type and additional Property types, and other options, are detailed in Appendix 1.

- 7.2.2 This clause is designed to foster a fair and satisfactory resolution for both Parties, ensuring the services provided meet the agreed-upon standards of quality and sufficiency as set out at the commencement of this Agreement.

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 only 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 BeCause acknowledges, that Customer retains all Intellectual Property Rights in relation to the materials, data or tools provided by the Customer. BeCause further acknowledges that it shall not use or exploit any materials, data or information provided by the Customer in any way other than as provided and agreed in this Agreement.

8.5 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 remains owner of the data submitted to BeCause.

9.2 BeCause is permitted to modify the data submitted as set out below to an extent where it is no longer possible to identify any legal entity, property, platform, customer and service provider of the Customer on the basis of the data (hereinafter referred to as "**De-identified Data**"). BeCause cannot commercialize or pass on data that is not De-identified Data without Customer's consent. De-identified Data is used solely for the purpose of optimizing and improving BeCause's Services. In case of non-delivery or termination, BeCause needs to return the original data to the Customer.

9.2.1 The data is not personal data within the meaning of the GDPR. The settings on the BeCause platform allow Customer to configure how and with whom the data is shared by BeCause. "De-identified" for the purposes of this Agreement shall mean that the data has been aggregated and pseudonymised using the configuration of the BeCause platform to an extent, where it is not possible to identify any legal entity, property, platform, customer and service provider of the Customer solely on the basis of the data.

9.3 BeCause shall be free to retain and dispose over the De-identified Data as it sees fit also after termination of the Agreement, including for the purposes of maintenance and development of its services, including training of AI models or algorithms or otherwise commercialize the De-identified Data.

9.4 [Notwithstanding the provisions of clauses 9.2 and 9.3, the Customer may opt-out, indicating that BeCause is not permitted to retain, use, or otherwise commercialize De-identified Data. Upon exercising this opt-out, BeCause will refrain from any use of De-identified Data pertaining to the Customer, and clauses 9.2 and 9.3 shall not apply to the Customer. To opt-out, the Customer must provide written notice to BeCause]

10 DATA PROTECTION

10.1 The Parties agree to comply with their respective obligations under the Data Protection Laws and the Data Processing Agreement entered into in connection with 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 in compliance with the Data Protection Laws and 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 Customer'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 shall not be liable for any loss that you may incur as a result of malfunctions, errors, security breaches or any other reason, unless any such loss or damage results from malfunction, errors breaches or any other reason attributable to BeCause or any of its representatives.

- 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, unless the damages result from BeCause's gross negligence, wilful misconduct, or fraud.
- 13.5 BeCause cannot warrant and does not warrant that the content received by users or third-parties made available through the Services is accurate, complete, reliable, current or error-free. We reserve the right to make changes in or to the content, or any part thereof without giving you 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 STATISTICS

- 14.1 BeCause shall ensure that the Customer is provided:
- a. within 21 Business Days upon the Customer's request, with service usage statistics covering the immediately preceding quarter or any other specified period by the Customer in a format designated by the Customer for the purpose of internal reporting; and
 - b. no later than January 31st of each calendar year, with service usage statistics covering the immediately preceding calendar year in a format designated by the Customer for the purpose of internal reporting.
- 14.2 The statistics shall be furnished by BeCause in a manner that allows the Customer to track each Property's engagement and usage levels of the Services provided.

15 MISCELLANEOUS

- 15.1 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.
- 15.2 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.
- 15.3 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.
- 15.4 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.
- 15.5 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:

- 15.5.1 Terms and Conditions

15.5.2 Vulnerability Disclosure Policy

15.5.3 Privacy Policy

15.5.4 IT Security Policy

15.5.5 IT Disaster Recovery Policy

15.5.6 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.

16 GOVERNING LAW AND DISPUTES

16.1 This Agreement shall be governed by and construed in accordance with the laws of Denmark, excluding its choice of law rules.

16.2 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.

16.3 The arbitration proceedings will take place in Copenhagen, and the language of the proceedings will be English.

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[SEPARATE SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE

Signed on [INSERT DATE]

On behalf of the Customer as authorized signatory:

[AUTHORIZED SIGNATORY]

On behalf of BeCause as authorized signatory:

Jahanzeeb Ahmed
Chief Commercial Officer

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.

Properties designated:

[INSERT]