

Agreement for Mitigate ESG Platform

Riga,

This Agreement ("Agreement") is entered into between **XXXX, Reg. nr. XXX,** ("User" or "You") and Mitigate SIA, Reg. nr. 50103381201, Gustava Zemgale gatve 74a, Riga, LV-1039, Latvia ("Mitigate," "we," "us," or "our") governing your use of the Mitigate ESG Platform (the "Platform"). By accessing or using the Platform, you agree to be bound by the terms and conditions of this Agreement. You may not access or use the Platform if you disagree with these terms.

1. User Eligibility: There are no age restrictions or country of residency requirements for using the Platform.

2. Account Creation and Maintenance: To use the Platform, you must create an account by registering the legal entity and providing your name as the legal representative and a verified business email. Only the company's legal representative can register the company on the Platform. You are responsible for maintaining the accuracy of your account and company information.

3. AI Functionalities: The platform includes AI functionalities, such as AI Assistant and AI Data Assistant, designed to assist users with data processing and insights. For detailed information on how AI features are used and how your data is handled in relation to AI, please refer to our Terms of Service and Privacy Policy available at <https://www.esgplatform.eu/terms-of-use> and <https://www.esgplatform.eu/privacy-policy>.

3. User Conduct: You are solely responsible for the data you input into the system and the reports generated from it. You agree to use the Platform in accordance with all applicable laws and regulations.

4. Data Protection: We are committed to protecting your data and privacy. We use encrypted private data in the registration process and require that you register your legal entity and provide a business email. For full details on how your personal data is handled, stored, and protected in compliance with

applicable laws and regulations, including GDPR, please refer to our Privacy Policy available at <https://www.esgplatform.eu/privacy-policy>.

5. Intellectual Property: Users retain ownership of the data they upload or input to the Platform, while Mitigate retains ownership of all content, processes, and intellectual property associated with the Platform. You are prohibited from using the Platform or its content without our permission.

6. Limitation of Liability: Our liability for damages arising from the use of our services is limited. You are responsible for the accuracy of the data you input into the system.

7. User Support:

- **Initial Onboarding Session:** Includes comprehensive training materials, such as videos and documentation, to guide you through the platform setup. If further assistance is required beyond the video onboarding, up to 3 hours of free technical assistance is available during the first six months of onboarding.
- **Customer Support:** Ongoing support is available for inquiries and issue resolution after onboarding.
- **Timely Response:** Support is provided during business days of Latvia and hours (GMT+3).

8. First Payment and Initial Subscription Period: The subscription period will commence upon signing this Agreement and the successful receipt of the initial payment. The initial subscription period will continue for a term of one year from this start date.

9. Renewal and Automatic Subscription Extension: Upon the conclusion of the initial subscription period, the subscription will automatically renew for subsequent years unless canceled in writing at least 2 (two) days prior to the expiration of the current subscription period. Each renewal will follow annual billing cycles.

10. Invoices and Payment: Invoices generated by Stripe are considered valid without a signature and comply with Article 11 of the Republic of Latvia

Accounting Law. These invoices are issued electronically without signature, and they meet the requirements for accounting and tax purposes. Users are responsible for ensuring that all necessary information (such as VAT details) is correctly entered and reflected on the invoices.

11. Force Majeure: None of the parties shall be liable for delay, failure, or omission to carry out its obligations according to this Agreement if and for as long as such failure or omission arises from any cause beyond the reasonable control of that party and that was not caused by that party (hereinafter referred to as "Force Majeure"). The non-complying party shall promptly notify the other party of the occurrence of a Force Majeure event, its effect on performance, and how long the party expects it to last, supplementing such notice with proper confirmation of Force Majeure circumstances from authorized governmental bodies. The parties' obligations under this Agreement will resume as soon as the Force Majeure circumstances cease.

12. Governing Law: Any dispute, discord, or claim arising from this Agreement that affects its infringement, termination, or invalidity will be settled in the Latvian Arbitration Court (Reg. Nr. 40003754139) in accordance with its rules, with a single arbitrator sitting alone in a written proceeding.

13. Updates: We may periodically update these Terms including the Terms of Service and Privacy Policy. If any material changes are made, we will notify you via e-mail or the Platform. Your continued use of the Platform following such updates constitutes your acceptance of the revised terms.

14. Premium Features: Premium features that are not included in this package can be found and purchased at an additional cost here: <https://www.esgplatform.eu/premium-features>.

15. Code of Conduct: Mitigate promotes honest and ethical conduct, ensuring compliance with all applicable laws, rules, and regulations in labor practices, human rights, environmental protection, and anti-corruption measures. Thus, it has its own Partner Code of Conduct.

16. Final Provisions: This Agreement is required for the use of the platform. By checking the acceptance box and clicking "Agree," the user confirms that they have read, understood, and accepted the terms and conditions of this Agreement on behalf of the Company they represent.

Contact Information: For any inquiries, please reach out to us at esg@mitigate.dev.