

SUBSCRIPTION-BASED AGREEMENT FOR THE USE OF SOFTWARE

This subscription-based Agreement for the use of the software ("Agreement") **"ESG MATURITY"** is entered into between **C-MORE SUSTAINABILITY LIMITED**, corporate company incorporated under the law of Ireland, registered at the Ireland Commercial Registry Office, under the number 715173, with its registered office at 1 Watermill Lawn, Dublin, Dublin 5, D05 K738 Ireland, hereinafter referred to as the "Service Provider", "Supplier" or "C-MORE" and the company ("CUSTOMER") subscribing to the said Service by completing and submitting the Subscription Form and sets out the terms on which the Software by Subscription may be accessed and used.

1. ACCEPTANCE OF THESE TERMS AND CONDITIONS

By completing and submitting this Subscription Form for our Software and completing your registration and profile creation process on **"ESG MATURITY"** the CUSTOMER acknowledges that has read, understood, and accept these terms for using our Software. Please note that the use of our software is subject to the full acceptance of this Agreement so if you do not agree with its contents, please do not complete the registration process, and do not subscribe to our Service.

The Subscription access is subject to the acceptance of this Agreement and everything else described in this document.

The Agreement is deemed to be concluded, automatically accepted, without reservation, and effective between the parties with the electronic acceptance by the CUSTOMER, of the Subscription Form.

We recommend that you print a copy of this document for your records and future reference.

By using the Service, the CUSTOMER is acknowledging that has read and has agreed to these Terms, so please read them carefully. We may need to update these Terms and Conditions from time to time. C-MORE reserves the right at any time to change this Agreement and to add new or additional terms or conditions on your use of the Services. They will be effective immediately and incorporated into this Agreement. The CUSTOMER continued use of the Services will be deemed acceptance thereof.

2. OBJECT

This Subscription based Software Agreement, also referred to as SaaS "Software as a Service", aims to regulate the provision of services derived from the **"ESG MATURITY"** Software by C-MORE, in relation to the CUSTOMER, and establishes the terms on which the **"ESG MATURITY"** Subscription Software may be accessed and under what terms its use is permitted.

3. DEFINITIONS

In and for the purposes of this Agreement, unless the context otherwise requires, the terms below shall have the following meanings:

3.1 "ESG MATURITY": is a Subscription based Software (Product) made available by C-MORE which constitutes the subject matter of this Agreement and comprises, inter alia, the Software and written documentation made available; any Releases, versions or correction levels of the Software as specified in this Agreement; and any copy, partial or complete, or replacement of the solution concerned;

3.2 CUSTOMER: the natural or legal person who has submitted the Subscription Form, for the "ESG MATURITY" Subscription Software;

3.3 Contract: this Subscription Software Agreement called "ESG MATURITY";

3.4 Personal Data: means all information submitted by the CUSTOMER or by an Authorized User, concerning themselves or third parties, including personal data of third parties;

3.5 Intellectual Property Rights: It shall mean, without limitation, all intellectual property rights, whether patentable or not, including, without limitation, rights in algorithms, binary code, trademarks, business models, business plans, computer programs, computer software, concepts, confidential information, database, developments, firmware, composition of matter or materials, certified trademarks, copyright, customer list, data, drawings (whether registered or not), derivative works, discoveries, list of distributors, documents, domain name, file layout, formulas, goodwill, ideas, progress, industrial designs, information, innovations, inventions, integrated circuits, know-how, logos, production information, integrated circuit topography, materials, methods, moral rights, source and object code, original works of authorship, patents, patent applications, patent rights, including, without limitation, any and all continuations, divisions, re-editions, new examinations or extensions, plans, processes, technological property, reputation, research data, research results, search records, service marks, software, source code, specifications, statistical models, supplier lists, systems, techniques, technology, trade secrets, trademarks, brand image, trade names, trade styles, technical information, utility models, and any rights similar to the aforementioned;

3.6 Subscription order date: the day on which the CUSTOMER submits the Subscription Form requesting access to the Software called "ESG MATURITY". For all purposes, the date of the subscription request will be considered the start date of availability and access to the Software;

3.7 Subscription Form: shall mean an online request submitted by the CUSTOMER regarding the Software Product to be provided by C-MORE, including any addenda and supplements that may be subsequently accepted. By completing and submitting the Subscription Form for the "ESG MATURITY" Software, the CUSTOMER agrees that the Form shall be deemed a part of this Agreement and agrees to be bound by all the terms and conditions thereof;

3.8 Information: comprises:

- a) the Software and Documentation and any full or partial copy thereof, the Program Concepts, third-party database, any other third-party Software licensed with or as part of the Software, and benchmark results; and
- b) information identified as confidential or as proprietary information of C-MORE or the Licensee or its Licensors, excluding any part of information owned by C-MORE or the Licensee that:

- i. is or becomes publicly available other than through any act or flaw of another party;
- ii. has been or is legitimately acquired by the other party, from a source other than the holder of the information, before such information is received from the disclosing party; or
- iii. becomes available to the other party through legitimate means independent of the party holding the information;

c) layouts, user interfaces, design and any element or image that integrates the Product.

3.9 New functionality: any new functionality or module(s) that may be developed and may be added to the "**ESG MATURITY**" Software;

3.10 Subscription Period: the period of time within which the CUSTOMER may access and use the "**ESG MATURITY**" Subscription Software Service, whether this access is due to the initial Subscription Period or to subsequent renewals;

3.11 Initial Subscription Term: period initially established for the duration of this contract, which may be renewed under the terms contractually agreed upon;

3.12 Release or Upgrade: each release of the Software, excluding Third Party Software, identified by the numeral to the left of the decimal point (e.g. 1.0);

3.13 Software: means the set of instructions that are owned by C-MORE and executed by a machine, including (without limitation) each and every subsequent update, improvement, alteration, modification and release thereof, as well as any and all third-party software implementation that is added or used in connection therewith, and all related components, models and features, updates, data, logs and files;

3.14 Authorized User: a natural or legal person who has been granted access to the Subscription based Software Service under this Agreement.

4. ASSOCIATED SERVICES AND SUPPORT

4.1 The "**ESG MATURITY**" comprises the following Services:

- 4.1.1 ESG questionnaires
- 4.1.2 ESG Management tools
- 4.1.3 ESG Reporting
- 4.1.4 Technical support (knowledge base and on-line helpdesk)

4.2 C-MORE is committed to providing the CUSTOMER with authenticated access to the "**ESG MATURITY**" Subscription based Software on the terms set out in this Agreement and during the Subscription Period, unless:

- a) previously foreseen interruptions for platform or server maintenance; or
- b) unforeseeable and unavoidable interruptions arising from the normal operation and maintenance of the platform, and C-MORE shall endeavor its best efforts to ensure that the interruption has the least possible impact on users;

4.3 C-MORE will be responsible for the proper operation of the service and the resolution of technical problems reported by the CUSTOMER, related to the Service provided;

4.4 C-MORE may provide new versions of the Software. The CUSTOMER accepts that the new versions may alter the way the program works, to improve its user-friendliness, introduce new features, or to implement new technologies or programming techniques. The introduction of new features in the Software, to comply with legal requirements or with a view to improving its operation, may in certain cases give rise to a price change or require the purchase of that update separately;

4.5 Under this Agreement, C-MORE is neither responsible nor obliged to make any changes to the **"ESG MATURITY"** Software with the sole purpose of satisfying the specific requirements of the CUSTOMER.

5. USE OF SERVICES

5.1 To use the **"ESG MATURITY"**, you will need to register and create an account.

5.2 During the registration process we will ask you for a range of personal information, including your name and email address as well as details of your organization for the purposes of providing our Services. You will also need to create a password which will be associated with your account. For further questions on how your personal data will be used, please see our Privacy Policy.

5.3 The CUSTOMER must use the **"ESG MATURITY"** responsibly, cautiously without causing damage to the application or impairing its accessibility.

5.4 The CUSTOMER should not use the **"ESG MATURITY"**, for illegal, fraudulent, or harmful practices of third parties' rights, offensive acts of public order, threatening, malicious, abusive, offensive, defamatory, harassing, obscene or indecent, nor for the promotion of hatred, violence or racial, political, or religious intolerance.

5.5 The CUSTOMER is expressly prohibited from making available or disseminating any material that contains or may contain viruses, worms, trojan horses or other item or computer codes, files or programs that may interrupt, destroy, or limit the functionality of any computer system or equipment or communication equipment or that may negatively affect the image of C-MORE.

5.6 The CUSTOMER agrees not to use or launch (or attempt to) any automated system (including, without limitation, any bots, robots, spider or any unauthorized automated process) that may cause any limitations to the Service or with the intent to manipulate or take over the Service;

5.7 The CUSTOMER agrees not to interfere with our Service by (or attempt to) circumvent, disable, or otherwise interfere with any security-related features of the Service, misuse, including, but not limited to, through the use of reverse engineering, decompiling, disassembling, modifying or creating derivative work.

5.8 The CUSTOMER is expressly prohibited from conducting any systematic or automated data collection activities (including without limitation, scraping, extraction and collection of data) without the express written consent of C-MORE.

5.9 The CUSTOMER will not use the Services to mislead third parties by providing false or unclear information, or by withholding information that is deemed relevant to C-MORE's provision of the Services;

5.10 The CUSTOMER assumes the responsibility to inform any Authorized Users of the rules relating to the use of the **"ESG MATURITY"**, being jointly and severally liable for the compliance of these rules by them.

6. RESPONSIBLE PARTIES

The CUSTOMER will designate one or more persons responsible for issues related to this Agreement to expedite the communication with C-MORE and the solution of problems that may arise during the use of the **"ESG MATURITY"** Software.

7. ACCESS SUBSCRIPTIONS

7.1 Upon confirmation of the payment due under this Agreement, C-MORE grants the CUSTOMER a non-exclusive and non-transferable right to grant Authorized Users the possibility to access the Solution called "**ESG MATURITY**" for the agreed Subscription Period.

7.2 Regarding the accesses granted through this Agreement to Authorized Users, the CUSTOMER undertakes to:

- a) Not to allow more Users to access the Software than the number of accesses that have been acquired;
- b) Not to allow that each access code is used by more than a single user;
- c) Ensure that each Authorized User maintains the confidentiality of its access code to "**ESG MATURITY**";
- d) In the event that, during an audit carried out pursuant to the preceding paragraphs, passwords are made available to a person who is not an Authorized User, C-MORE may, in addition to any other rights contractually provided or legally established, cut off the access of such users to "**ESG MATURITY**", without this being deemed a breach of Agreement and without any compensation being required from C-MORE;
- e) In the case provided in the previous paragraph, the CUSTOMER undertakes to pay the amount corresponding to the accesses that are being made by someone who is not an Authorized User, for the corresponding period of this use, being applicable the unit value provided by the parties for the use of the Software.

8. NEW ACCESS SUBSCRIPTIONS

8.1 The CUSTOMER may always and at any time during the Subscription Period, acquire new Accesses to the Software, at the price in force on the date of submission of the relating **Subscription Application**;

The subscription term for the new accesses will run in parallel with the terms of the Accesses that the CUSTOMER has acquired and that are ongoing, being subject to the terms and conditions that are in force on that date.

9. INFORMATION AND PERSONAL DATA

9.1 The provision of the "**ESG MATURITY**" subscription Software service by C-MORE implies that the CUSTOMER provides the following data:

- a) name of the contact person;
- b) name of the entity;
- c) type of entity;
- d) country of the entity's headquarters
- e) continents where the entity operates
- f) countries in which the entity operates;
- g) business sector;

- h)** number of employees;
- i)** gender ratio of employees (male/female/unidentified/other);
- j)** turnover in the last year;
- k)** information on governance bodies;
- l)** internal policies of the entity, including, but not limited to:
 - i.** codes of conduct
 - ii.** environmental policy
 - iii.** accounting report
 - iv.** sustainability report
 - v.** type of suppliers
 - vi.** type of customers
- m)** energy consumption.

9.2 The data referred to in the preceding paragraph will be processed for the purposes related to the provision of the services covered by the **"ESG MATURITY"** Software, namely the execution of the request for services, answering requests for clarification and queries, using the chat, and sharing content, disclosing news and other information, and order completion, including for issuing invoices and managing payments.

9.3 In addition, personal data will also be used to improve the user experience of our Service.

9.4 The personal data provided by the User may also be used to ensure the security of our website and services, for affiliation purposes, statistical purposes, and data back-ups.

9.5 The CUSTOMER's refusal to provide this data means that C-MORE cannot provide any service related to the **"ESG MATURITY"** Software.

9.6 When registering on the **"ESG MATURITY"** website, the CUSTOMER declares that he or she agrees to receive, at the email address provided by him or her, information on the services provided by C-MORE and news relating to them.

9.7 The data indicated in point 9.1 will be treated in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council, of 27 April 2016 - General Data Protection Regulation (RGPD), with Law no. 58/2019, of 08 August - Personal Data Protection Law, and other applicable legislation, when they concern personal data.

9.8 Should the CUSTOMER so wish, he/she may choose to disclose the information that he/she has provided to us, namely its level of sustainability and position in relation to companies in the same sector.

10. PERIODIC REVIEW

10.1 C-MORE will perform periodic reviews of the **"ESG MATURITY"** Software, to assess the need for improvements and to ensure its maintenance.

10.2 The reviews referred to in the preceding paragraph will be carried out as often as necessary.

10.3 The revisions will last the time strictly necessary for the purposes described in paragraph 10.1.

10.4 The CUSTOMER may not oppose the performance of a periodic review; however, the CUSTOMER may agree with C-MORE that it will be performed at a different time and/or date than initially proposed if the initial scheduling is likely to prejudice the normal functioning of the CUSTOMER's business.

10.5 C-MORE will not reimburse the CUSTOMER for the time he/she is unable to use the Software because of a periodic review.

11. CUSTOMER'S OBLIGATIONS

The CUSTOMER commits to:

11.1 Punctually pay the price due for access to the *"ESG MATURITY"* Software, for the agreed Subscription Period, with C-MORE reserving the right to suspend the CUSTOMER's access to the Software whenever there are unpaid amounts.

11.2 To cooperate with C-MORE and make the necessary efforts to comply with this Agreement, within a reasonable period of time, whenever their cooperation is necessary to comply with any obligation imposed on the Supplier under this Agreement;

11.3 Not to carry out any of the following operations:

11.3.1 sell, resell, license, sublicense, distribute, make available or lease your access to the Software, or use the Software for the purposes of sharing, timesharing, cost sharing, agency services or any other mechanism for the benefit of a third party;

11.3.2 modify, copy, or create any derivative works of the Software

11.3.3 accept, authorize or allow the reproduction, reverse engineering, decompilation, disassembly or attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Software, as well as modify, translate or create derivative works of the Services or the Software, or remove any proprietary notices, trademarks or references of C-MORE;

11.4 Ensure that Authorized Users use the Service in conformity with this contract, being responsible for them in case of breach of this contract;

11.5 implement the necessary mechanisms so that only persons who are registered as Authorized Users and for whom access has been requested may directly or indirectly access the Software. The maximum number of Users to access the Software corresponds directly or indirectly to the number that the CUSTOMER has selected at the time of subscription to this service, without prejudice to the CUSTOMER being able to acquire new Access Subscriptions under the terms of paragraph 6 of this Agreement.

12. TERM

12.1 The Subscription of the *"ESG MATURITY"* Software will begin on the Subscription Order Date, with a term of 12 months, being automatically renewable for successive and equal periods, unless:

12.1.1 The CUSTOMER may terminate the Agreement at any time, however the CUSTOMER must pay all amounts due and owed until the term of the agreement. When early terminated under this Clause or the previous paragraph, Customer will have to pay the agreed fees, until the end of the Contract, meaning that Customer is not entitled to a refund of any prepaid fees relating to the Service and any unpaid fees regarding the Service will become automatically due and must be paid within 30 days.

12.1.2 The Agreement terminates based on any of the circumstances expressly provided for in this Article.

12.1.3 In addition to the rights provided by law, either party may terminate this contract:

12.1.4 If the opposite Party breaches this Agreement and the breach is remediable, the Party at fault refuses to remedy its breach, within a maximum period of thirty (30) days, after being notified to do so by the other Party, in the terms provided for in this contract;

12.1.5 In the event the other party files for insolvency, is declared judicially or administratively insolvent or dissolved, or if a receiver or liquidator is appointed to the party, as well as if its assets have been seized.

13 PRICE AND PAYMENT OF THE PRICE

13.1 The price for the initial subscription of the "**ESG MATURITY**" Software, will depend on the specific subscription model you choose from our Subscription Form. By selecting a specific subscription model, adding our product to your shopping cart and proceeding to check out (using your chosen payment method), you will be agreeing to the payment of that amount under these Terms.

13.2 The price owed by the CUSTOMER to C-MORE, as consideration for access to the "**ESG MATURITY**" Software, shall be settled by Credit Card.

13.3 The CUSTOMER undertakes to provide C-MORE with valid and updated data regarding his or her Credit Card.

13.4 The CUSTOMER hereby authorizes C-MORE to debit the agreed amount:

a) on the date of the subscription application, referring to the payment of the initial price; and

b) on the first day after the expiration of the agreed upon period of time, according to the terms of the present contract, for the payment of the automatic renewal of the accesses to the Software "**ESG MATURITY**";

c) the payment for the first subscription period and renewals is paid according with the option selected by the CUSTOMER in the on-line subscription form and may be changed by the CUSTOMER at any time for the next payment period, maybe involving duly communicated changes on pricing, in the "**ESG MATURITY**" on-line administration center.

e) In case the CUSTOMER opts for the annual payment, he/she will not be able to demand from C-MORE the payment of the fraction corresponding to the unused period, in case of termination of the Agreement by C-MORE.

13.5 In the event of not exercising the effective use of all the Users, the CUSTOMER will not be able to demand from C-MORE the return of any part of the amount that he/she has paid as payment for the access to "**ESG MATURITY**".

14 INTELLECTUAL PROPERTY

14.1 All copyrights and other intellectual or industrial property rights pertaining to "**ESG MATURITY**", or Services provided by C-MORE, are owned by or have been licensed to C-MORE.

14.2 C-MORE retains full, exclusive, and unrestricted or unreserved ownership of all Intellectual Property Rights in the Services and any content associated therewith, including copyrights, trademarks, trade and business secrets, patents and other proprietary rights held by it under any applicable laws anywhere in the world, and all applicable moral rights related thereto.

14.3 The CUSTOMER may not (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, offer in a service agency, or otherwise make the Service available to third parties, other than Authorized Users; (ii) modify, copy or create any derivative works based on the Service; (iii) Not accept, authorize or allow reproduction, reverse engineering (except when provided by mandatory rules of Applicable Law).

14.4 The access, display, or transfer of the content of the Software by the CUSTOMER or any of its authorized users is obliged to respect the intellectual property rights that protect these contents. It is prohibited to extract, use, reproduce or disseminate the content of the **"ESG MATURITY"** for commercial purposes and its modification or incorporation into any article, publication, website, or other Software. Extraction, use, reproduction, and disclosure of the contents for non-commercial purposes, are subject to the limitations and conditions imposed by the applicable law, specifically the Copyright and Related Rights Code and the Industrial Property Code.

14.5 No content of the **"ESG MATURITY"** Software shall be interpreted as granting any license, authorization or right to use any trademark that is mentioned. Misuse or abuse or use of the trademark or any other content of the **"ESG MATURITY"** Software is expressly prohibited except as provided in this Agreement. C-MORE will use all legal mechanisms to protect and enforce its intellectual or industrial property rights.

14.6 The CUSTOMER may not disassemble, decompile, retrovert or apply other procedures to discover the source code of the Software, nor may he use any content or components of the Services, for the development, production, or commercialization of computer programs like the Software subject of this Agreement.

14.7 All modifications, updates and extensions to the Software made pursuant to the terms authorized in this Agreement, shall be deemed to be an integral part of the Software for the purposes of this clause.

14.8 If the CUSTOMER provides C-MORE with any suggestions, comments, improvements, information, ideas or other feedback in relation to the Services or Software **"ESG MATURITY"**, regardless of format or context (collectively, "Feedback", "Comments" or "Suggestions"), the CUSTOMER grants C-MORE a worldwide, perpetual license, non-revocable, sub-licensable and royalty-free or any other payment to use, copy, disclose, license, publish, communicate, distribute and exploit, any Feedback in any format and in any way, without any obligation, payment or restriction, however the CUSTOMER shall not be identified as the source of the Feedback.

14.9 Infringement by the CUSTOMER or its employees/service providers, of C-MORE's intellectual property rights, shall constitute the CUSTOMER's obligation to immediately pay, by way of Penalty Clause for each infringement, the amount of €1,000,000.00 (one million euros), without relinquishing/waiving C-MORE's right to compensation for any excess damage that may eventually result from such breach.

15 FUNCTIONING OF THE SOFTWARE "ESG MATURITY".

15.1 C-MORE guarantees the full functioning of the **"ESG MATURITY"** Software and all its components and functionalities, considering the purposes for which it was developed.

15.2 In the 30 days following the start of the Subscription Period, the CUSTOMER shall assess the conformity of the **"ESG MATURITY"** Software with the agreed upon in this Agreement.

15.3 If not satisfied, the CUSTOMER may, within the period referred to in the preceding paragraph, ask C-MORE to refund the price of the **"ESG MATURITY"** Software, from that moment ceasing to have access to it.

15.4 After the expiry of the period referred to in the preceding paragraphs, the CUSTOMER shall not be entitled to any reimbursement of any prepaid or due amounts.

16 C-MORE WARRANTIES AND REPRESENTATIONS

C-MORE warrants, represents and undertakes that:

16.1 It is entitled to assign the rights granted by this Agreement relating to the **"ESG MATURITY"** Software, and that the contemplated use of the same pursuant to this Agreement does not, to the best of its knowledge, infringe any third party right, including, without limitation, Intellectual Property Rights;

16.2 It is properly constituted, organized and existing under the laws of Portugal;

16.3 It has all the capacity, power, authority and right to enter into, execute and perform this Agreement, to conclude the transactions contemplated hereby and to observe and perform in accordance with its obligations hereunder;

16.4 Complies with all laws and regulations applicable to the business pursued, and that it is and will be in possession of all permits, licenses and or approvals which, under the law and regulations, are applicable to it and are necessary for the pursuit of its business and the performance of its obligations under this Agreement.

17 GUARANTY AND REPRESENTATIONS OF THE CUSTOMER

17.1 The CUSTOMER guarantees, represents and assumes that:

17.1.1 Has all capacity, powers and authority to enter into, execute and fulfil the Agreement, to conclude the transactions contemplated herein and to observe and perform in accordance with the obligations set out herein;

17.1.2 All corporate acts have been taken by the Licensee to authorize and approve the execution and performance of this Agreement, to conclude the transactions contemplated hereby and the observance and performance of the obligations hereunder;

17.1.3 You shall not contract with any supplier that will provide a solution that has been conceived or designed in manifest violation of Licensor's intellectual or industrial property rights in the Software **"ESG MATURITY"** or any part thereof.

18 LIABILITY OF THE PARTIES

18.1 The Parties will be liable under the general terms of the Law.

18.2 In the event the CUSTOMER or any Authorized User suffers any consequential damages or loss of profits, due to the defective operation of the Software attributable to C-MORE, the latter shall, alternatively and at its choice:

18.2.1 Proceed to replace the defective Software;

18.2.2 Reimburse the CUSTOMER for the payment made and relative to the applicable part of the Software or services;

18.3 This clause enshrines, fully and exclusively, the liability of C-MORE with regard to any breach of this Agreement arising from the defective operation of the Software.

18.4 At no time will C-MORE be liable for any failure or damage arising from:

18.4.1 A modification of the Services or the Software subject of this Agreement;

18.4.2 The use of the Software, by the CUSTOMER, in terms or circumstances contrary to this Agreement or the indications made available by the C-MORE;

18.4.3 Any loss of profit, damage, emerging or future damages, loss of clientele, loss of information or data or any direct or indirect loss, arising (i) from the breach of this contract or (ii) the use, actions or decisions made by the CUSTOMER or a third party with the outputs of the Software, notably but not exclusively, the data, information, reports and recommendations;

18.4.4 The use of the platform, by the CUSTOMER or any Authorized User, following notification by C-MORE of a breach of this contract or the law in force.

18.5 The parties limit the amount of any compensation due, in any way, by C-MORE, arising from any breach of this Agreement to the amount corresponding to the amount paid by the CUSTOMER during the 12 months prior to the breach.

19 UNFORESEEABLE CIRCUMSTANCES OR FORCE MAJEURE

19.1. If, during the term of this Contract, an event considered as unforeseeable or force majeure occurs, preventing the timely compliance by either Party of its contractual obligations, the respective term will be delayed for the period corresponding to the delay resulting therefrom, without prejudice to the Parties' efforts to minimize the consequences of the event.

19.2. The Party that wishes to invoke the fortuity or force majeure shall, as soon as it becomes aware of it, notify the other Party in writing, proving the invoked event and its effects on the execution of the Contract. 19.3.

When the unforeseen circumstances or force majeure definitively make it impossible for any of the Parties to comply with this Agreement, it shall be terminated, without there being any compensation for non-fulfillment.

20 TERMINATION OF THE CONTRACT

20.1 Either Party may, in accordance with the general terms of Law, terminate this Agreement when the other Party is found to have seriously and/or repeatedly breached one or more of its obligations under this Agreement.

20.2 The Parties may immediately terminate this Agreement in case of:

20.2.1 Violation by the other Party of its contractual obligations, provided that the defaulting Party, notified to correct its conduct, does not comply with this determination, within the period that will be indicated in that notification;

20.2.2. The commencement of insolvency proceedings, or of preventive insolvency proceedings, or of special revitalization proceedings of the Party, or of judicial proceedings of equivalent effect, dissolution or liquidation, or the commencement of an action for the dissolution or liquidation of the Party, as permitted by law.

20.3 The termination provided for in this Clause, will be made by registered letter with acknowledgment of receipt, in which the Party that invokes it, shall provide detailed grounds for the contractual provisions it considers breached, as well as the date from which the termination takes effect.

20.4 The termination of this Agreement shall not affect any acquired rights or liability of either Party and shall be effective without prejudice to the compensation of the Party that exercised the right of termination for the losses suffered.

20.5 Any provisions of the Agreement which expressly or by their nature should survive termination or expiry of the Agreement to fulfil their purpose, shall remain in force until they are no longer necessary to fulfil their intended purpose.

20.6 C-MORE reserves the right to suspend the CUSTOMER's access to the **"ESG MATURITY"** Software if the CUSTOMER fails to comply with any Clause of this Agreement.

21 APPLICABLE LAW AND DISPUTE RESOLUTION

21.1 This Agreement is governed by the legislation in force in the Portuguese legal system.

21.2 For the resolution of any disputes arising from this Agreement, namely regarding its interpretation, application, validity, execution, compliance and termination, the Parties assign exclusive jurisdiction to the District Court of Lisbon, with express waiver of any other.