

## **Commercial contract**

according to the provisions of § 269 par. 2 of Act no. 513/1991 Coll. Commercial Code as amended (hereinafter referred to as the "Commercial Code")

### **Article I.**

#### Introductory provisions

1.1 SmartHead Co. s.r.o. is a business company that is a provider of cloud services on the besmarthead.com domain, through which it provides users with various services in the management of data and information related to their sustainability and ESG when using the Sustainability & ESG software.

1.2 The customer is a company or organization that is interested in using SmartHead software for ESG and sustainability management and reporting and informing stakeholders about these results.

### **Article II.**

#### Subject of the contract

2.1. The subject of this Agreement is the agreement of the Contracting Parties on cooperation in the use of software services for ESG & Sustainability reporting (hereinafter referred to as "Software").

2.2. The contracting parties hereby confirm that the customer will use the ENTERPRISE subscription, which includes the following parts and functionalities:

2.2.1. Soft Data management - Activities

2.2.2. Hard Data Management – ESG data management and reporting according to ESRS standards (CSRD)

2.2.3. Total number of activities - no limit

2.2.4. Adding documents - no limit

2.2.5. Administration of Certifications in Sustainability

2.2.6. Goals in sustainability

2.2.7. A tool for determining double materiality

2.2.8. A set of complete ESG standards according to ESRS (CSRD legislation)

2.2.9. ESG reporting (PDF, XBRL)

2.2.10. Customer support 8/5

2.3. The subscriber is entitled to use the prepaid service package during the period when the subscription for the use of the software is paid, i.e. invoices and liabilities are properly paid according to the agreed terms. This contract is valid for an indefinite period. The customer specifies the subscription parameters in the order form (payment method: monthly/yearly, number of users: 1-100).

2.4. The subscription includes a complete ESRS module, a CO2 calculator, a module for determining double materiality, reporting in the required XBRL format and a communication module.

### **Article III.**

## Rights and obligations of the Contracting Parties

3.1 The contracting parties undertake to provide each other with the necessary cooperation in order to be able to fulfill their obligations under this Agreement, particularly through the provision of the necessary information.

3.2 SmartHead is obliged to ensure that all services provided under this Agreement (especially services related to the use of the Software) can be used continuously by the customer.

3.3 SmartHead is obliged to carefully store all data and information uploaded to the software or otherwise made available to SmartHead, in compliance with Article V of this Agreement. After the termination of the Agreement and at any time at the request of the customer, SmartHead is obliged to hand over all information and data obtained pursuant to this Agreement without undue delay.

3.4 SmartHead is obliged to instruct the customer on the correct use of the Software and to provide the customer with all necessary information for the proper use of the software.

3.5 SmartHead will immediately inform the customer of all facts that may affect the proper and timely provision of services under this Agreement, especially with regard to the functioning of the software.

### **Article IV.**

#### Financial fulfillment, payment conditions

4.1 By sending the order, the customer confirms the payment method (monthly/yearly) and the number of users (1-100) who have access to the software. These parameters can be changed by the customer according to their needs through SmartHead customer support. The customer hereby confirms that he will pay SmartHead for the fulfillment of the subject of this Agreement a fee according to the price list, which is part of this agreement.

4.2 Invoice maturity: 7 days

4.3 Subscription for the use of SmartHead ESG software can be paid monthly, quarterly, annually.

4.4 The customer confirms that he will pay the subscription amount on the basis of the issued invoice within the due date indicated on the invoice to the bank account indicated on the invoice.

4.5 The issued invoice will be sent to the email specified in the order.

4.6 The contracting parties have agreed that the subscription will be activated after the funds have been credited to the SmartHead bank account, about which the customer will be informed by email. By default, on the day the funds are credited to the SmartHead account.

## **Article V.**

### Confidentiality of information

5.1. The Contracting Parties consider as confidential any trade secret, secret or confidential information and documents of any Contracting Party, communicated in any way before or after the conclusion of this Agreement, including, but not limited to, information related to software, data, systems, processes, methodology, plans, specification know-how, ideas or business, commercial or financial information (hereinafter referred to as "Confidential Information").

5.2. Neither party may disclose, and must require its employees and subcontractors not to disclose, Confidential Information or any information that the other party designates as Confidential Information, except (i) to its legal advisors and auditors (ii) if required by a decision of a public authority or relevant legislation, or (iii) if it is necessary to exercise the claims arising from the Agreement against the other Contracting Party, and even in such a case always only to the necessary extent and in such a way that they do not unreasonably interfere with the legitimate interests of the other Contracting Party.

5.3 The obligation of confidentiality continues even after the termination of this Agreement for a period of 24 months.

## **Article VI.**

### Final Provisions

6.1. This Agreement shall come into effect upon the online order being submitted by the customer.

6.2. The customer is entitled to withdraw from this Agreement at any time and without giving a reason.

SmartHead is entitled to withdraw from this Agreement if:

- (i) The customer does not pay the subscription within the regular due date, nor within an additional period of 5 days from the delivery of SmartHead's request for correction;
- (ii) The customer significantly violates his obligations arising from this Agreement or the law and does not correct such violation even within the additional period for correction of 5 days.

6.3. This Agreement is governed and interpreted according to the laws of the Slovak Republic. Any disputes or disagreements in its interpretation will be resolved primarily by mutual agreement of the Contracting Parties.

6.4. By sending the order, the customer confirms that he is concluding this Agreement in accordance with his true and free will, and that he is not concluding this Agreement in distress or under conspicuously disadvantageous conditions.

## Pricing: ESG Enterprise For large companies

### Awareness

Management of all activities that your company is doing in sustainability. Templates and best practices of other companies to inspire from.

Modul: **Activities** Templates Be Inspired

**460** EUR/month



### ESG Reporting

Management and reporting of all metrics related to the ESG according recognised and internationally accepted frameworks like ESRS (CSRD legislation) or GRI.

Modul: **ESRS** Materiality CO2 Calculator GRI ISO 26000 XBRL

ESRS full framework



### Communication

Multi-language profile and activities, Marketing kit, stakeholder engagement, Private/Public access for stakeholders



### Total number of activities

No limit

### Upload reports and documents

No limit

### Certifications in sustainability



### Commitments in sustainability



Number of users	EUR/month	EUR/user
1	<b>460</b>	<b>460</b>
2-3	690	230
4-6	990	165
7-10	1.350	135
11-20	1.890	95
21-50	3.500	70
51-100	5.500	55
100+	6.750	45