



03/20/2023

Pursuant to this letter (this "**Letter Agreement**"), ISS Corporate Solutions, Inc. ("**ICS**") hereby offers the company identified above ("**Subscriber**") the opportunity to subscribe to the services described below (collectively, the "**Services**").

DESCRIPTION OF SERVICES:

ISS ESG Corporate Rating License

- ESG Ratings License: Subscriber shall have the right to communicate to investors, other market participants and key stakeholders such as business partners, lenders, clients and vendors, the scores and ratings on the Subscriber within ISS' ESG Ratings on Subscriber and key takeaways from ISS' ESG Ratings reports on Subscriber.
- ISS ESG Corporate Rating Premium Tools: Subscriber will have access to ISS ESG Corporate Rating Reports for all rated companies. Subscriber will be able to benchmark each area of the report against a peer set selected by Subscriber. The online tool includes the ability to sort by weight and focus on the most impactful areas of the report. Subscriber will also have access to Controversy Monitor, a module that provides information about, and analyses of, controversial business segments or business practices with respect to individual companies.

Annual Subscription Fee: 15,000.00 euros

Start Date: 5th June 2024

Term: The initial term of this Letter Agreement (the "**Initial Term**") shall begin on the Start Date (as defined) and shall terminate on the one-year anniversary of the Start Date. Thereafter, the subscription shall automatically renew for successive one-year renewal terms, with an automatic annual 4% Fee increase per renewal term, unless either party notifies the other at least thirty (30) days before the expiration of any one-year term that it will not renew. For any modification other than the 4% modification noted in the previous sentence, ICS may modify the Fee due in any renewal term by providing notice to Subscriber at least sixty (60) days before expiration of the then current term. Fees for renewal terms shall

be due on the anniversary of the Start Date. Certain ICS advisory services, namely services that relate, directly or indirectly, to matters that are currently live or pending on Subscriber's proxy statement, will not be available to subscriber during the Blackout Period. Blackout Period shall be defined as the period beginning with the filing of definitive proxy materials for a meeting of the Subscriber's shareholders with applicable regulatory authorities or mailing of such materials to shareholders and ending on the day after the shareholders meeting that is the subject of such proxy materials.

The **General Terms & Conditions** attached are incorporated by reference and made a part hereof.

Please indicate your acceptance of this Letter Agreement and the General Terms and Conditions by signing below and returning to the undersigned. ICS will countersign the document and return a copy to you, with invoices to follow in due course.

Internal ICS reference number: Addendum No. 00236798

Thank you for the opportunity to work with you.

Very truly yours.

ISS CORPORATE SOLUTIONS, INC. ("ICS")

General Terms and Conditions

1. **Services and Fee.** ICS shall deliver the Services, and Subscriber shall pay the Fee, as specified in the Letter Agreement. The Fee is exclusive of taxes. Subscriber shall pay any taxes imposed on the Fee paid hereunder, except ICS income taxes. ICS shall invoice Subscriber for the amount of the Fee at the commencement of the Initial Term (or any renewal term), and payment shall be due within thirty (30) days of billing. Interest accrues on undisputed overdue amounts at the rate of one and one-half percent (1 ½%) per month or the maximum allowed by law, whichever is lower, beginning on the due date.
2. **Subscriber's Duty.** Subscriber shall provide or ensure that ICS receives all correct information necessary to provide the Services in a timely manner. Subscriber (and its personnel) may be receiving access to the Services (or portion thereof) via one of ICS' electronic-delivery platforms. ICS shall have no liability for any loss incurred by Subscriber as a result of (a) the misuse/violation of any access rights to, and use of, ICS' electronic delivery platforms by any of Subscriber's employees (including former employees) or other agents or (b) someone other than Subscriber (or its authorized employees/agents) using Subscriber's passwords or accounts.
3. **Proprietary Information; Limitations on Use.** All information provided to Subscriber in connection with the Services (the "**Information**") is exclusively for Subscriber's internal use and strictly confidential. Subscriber shall not: (a) copy the Information (including, without limitation, to a mainframe central processing unit) unless strict internal controls, including without limitation password protected limited usage, are implemented to ensure that the Information is not accessed by unauthorized individuals or used for purposes not expressly authorized hereunder; (b) alter, modify or adapt the Information, including but not limited to translating, decompiling, disassembling or creating derivative works of the Information; or (c) resell or otherwise transfer or make the Information available to any other person or organization (including, without limitation, Subscriber's present and future parents, subsidiaries, affiliates or unlicensed business units or any unauthorized employee within Subscriber) directly or indirectly, for any use, including, without limitation, by loan, rental, service bureau, external time sharing or similar arrangement. All proprietary rights in the Information belong to ICS. The Information is prepared, selected, coordinated and arranged through the expenditure of substantial time, effort, judgment and money and constitutes valuable property of ICS or its licensors.
4. **DISCLAIMER OF WARRANTIES.** ALL SERVICES AND THE INFORMATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, ICS DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, RELIABILITY, TIMELINESS, AVAILABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICES OR INFORMATION.
5. **Acknowledgments.** Subscriber acknowledges:
 - (a) ICS is a wholly-owned subsidiary of Institutional Shareholder Services Inc. ("ISS"), and that ISS provides proxy research voting and other services to institutional investors, including governance research, analysis of proxy issues, and environmental, social and governance ratings, scores and other analytical assessments on or about public companies.
 - (b) ISS' services, research offerings, and vote recommendations are made independently of any relationship ICS may have with Subscriber or any other ICS client. ISS does not give (and Subscriber agrees that it does not expect to receive) preferential treatment to ICS clients, and ISS is under no obligation to support any proxy proposal

of a corporate issuer nor provide a favorable rating, assessment, and/or any other favorable result to a corporate issuer (whether or not they purchase products or services from ICS).

(c) To provide transparency and demonstrate the independence of ISS research, ISS may disclose the identity of ICS' clients (including Subscriber), the types of products and services that ICS provides to ICS' clients (including Subscriber) and the fees paid to ICS for such products and services.

(d) In order to help preserve the independence of ISS research from the influence of ICS or ICS' clients, Subscriber agrees that Subscriber will not publicly disclose (including via its proxy statement) that Subscriber has obtained products or services from ICS. Without limiting the foregoing, Subscriber shall not disclose (either directly or implicitly), to any employee of ISS that Subscriber has obtained products or services from ICS.

6. **LIMITATION OF LIABILITY.** EXCEPT FOR BREACH OF CLAUSE 3 (LIMITATIONS ON USE), NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR LOST PROFITS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. ICS' TOTAL LIABILITY FOR ANY CLAIM ARISING OUT OF OR IN ANY WAY RELATING TO THE AGREEMENT OR THE PROVISION OF ANY SERVICES, WHETHER IN CONTRACT, TORT, WARRANTY OR OTHERWISE, SHALL BE LIMITED TO THE FEE PAID BY SUBSCRIBER IN ANY ONE YEAR TERM OF THE AGREEMENT FOR ANY AND ALL CLAIMS MADE WITHIN THAT YEAR, WHETHER ARISING OUT OF OR RELATED TO EVENTS OCCURRING DURING THAT YEAR OR EARLIER. SUBSCRIBER MAY NOT BRING AN ACTION UNDER THE AGREEMENT MORE THAN ONE YEAR AFTER SUBSCRIBER KNEW OR SHOULD HAVE KNOWN OF SUCH CAUSE OF ACTION OR ONE YEAR AFTER TERMINATION, WHICHEVER IS SOONER.

7. **Unwaived Rights.** Nothing herein shall in any way constitute a waiver or limitation of any

person's rights under federal or state securities laws or, if applicable, ERISA. Under some circumstances, these laws may impose liability on persons who act in good faith.

8. **Indemnification.** Subscriber shall indemnify ICS and its affiliates and hold them harmless from all claims and damages, including without limitation reasonable attorneys' fees, arising out of Subscriber's breach of the Agreement. ICS shall indemnify Subscriber and hold Subscriber harmless from all claims and damages, including, without limitation, reasonable attorneys' fees, arising out of any third party claim that the Services infringe that party's copyright, trademark or patent. An indemnified party must give the other party prompt notice of any claim and allow the indemnifying party to defend or settle the claim as a condition to indemnification. No settlement shall bind a party without its written consent.

9. **Governing Law, Jurisdiction, Jury Waiver.** The Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to its conflict or choice of laws principles. The parties hereby consent to the exclusive jurisdiction of, and venue in, any federal or state court of competent jurisdiction located in the Borough of Manhattan, New York City for the purposes of adjudicating any matter arising from or in connection with the Agreement. The parties unconditionally waive their respective rights to a jury trial for any claim or cause of action based upon or arising out of, directly or indirectly, the Agreement, any related documents, and/or any dealings between them relating to the subject matter of this transaction or any related transactions.

10. **Severability.** If any provision of the Agreement is invalid or unenforceable, such provision shall continue to apply subject to the minimum reductions or modifications necessary to make it valid and enforceable. All other provisions shall remain in full force and effect.

11. **Miscellaneous.**
(a) All notices hereunder shall be in writing and delivered to the party's address on the Letter Agreement, or another address

provided by proper notice. Notice shall be effective as of actual delivery.

- (b) Facsimiles, scanned and photocopied signatures will be treated as originals. The parties hereby agree that an authorized representative of either party may execute the Letter Agreement and these General Terms and Conditions using an electronic signature, and any such electronic signature shall be deemed effective, binding and enforceable against such party.
- (c) The relationship of the parties is that of independent contractors.
- (d) No party shall be liable for any delay or interruption of performance due to circumstances beyond its reasonable control.
- (e) No waiver or modification of the Agreement shall be binding without the written consent of the parties. Failure or delay by either party to exercise any right or insist upon strict compliance with any provision hereof shall not be deemed a waiver of rights in that or any other instance. Written waiver of one default shall not waive any other default.
- (f) Clauses (3) through (11) shall survive the expiration or termination of the Agreement indefinitely.
- (g) Neither party may assign rights or delegate duties under the Agreement without the prior written consent of the other party, except that ICS may do so to an affiliate or to the purchaser of all or substantially all its business and assets.
- (h) **“Confidential Information”** means all non-public information provided to ICS by Subscriber hereunder if ICS receives notice that the information is confidential. Subject to the disclaimer regarding disclosure in Section 5.c above, ICS shall use commercially reasonable measures to protect the confidentiality of all Confidential Information acquired from Subscriber under the Agreement, and shall not disclose any such information to any third party unless required to do so by law, regulation, court order or similar process, or unless Subscriber’s information has become public through no breach of confidentiality by ICS.
- (i) To the extent that Subscriber has access to the materials referenced on Exhibit A through the Services, then the terms on

Exhibit A are incorporated herein and made a part hereof.

- (j) One party may terminate the Agreement on notice to the other upon the other party's failure to cure a material breach within thirty (30) days after a notice of a demand to cure the breach. For avoidance of doubt and without limitation, Subscriber's failure to pay Fees within sixty (60) days of their due date is deemed a material breach. Failure by Subscriber to pay any Fee by the due date shall entitle ICS, without prejudice to its other rights and remedies under this Agreement, at law or otherwise, to terminate the Services and/or the Agreement after having given the notice and cure period set forth above.

12. Entire Agreement. The Agreement constitutes the entire agreement of the parties with respect to its subject matter, and supersedes all other oral or written agreements, proposals and discussions.

ISS-Corporate - Ignitis '24-'25

Final Audit Report

2024-06-28

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