



Standard Terms of Business of Climate Matters Ltd

1. Basis of Agreement

- 1.1 These Terms constitute the entire agreement between you and us. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of us that is not set out in these Terms.
- 1.2 A contract shall be formed between us ("**Contract**") upon you instructing us to commence work in relation to the Services (whether in writing, (including by email) or orally) and shall continue unless and until terminated in accordance with clause 6 below.
- 1.3 These Terms take precedence over any other terms and conditions (including your own terms of business) and any course of dealing or industry practice.

2. The Services

- 2.1 We shall provide the Services ("**Services**") to you as set out in our proposal.
- 2.2 We shall provide the Services with all due care, skill and ability and shall use our reasonable endeavours to meet any timescales set out in the Proposal, but these dates are estimates only, and if we fail to meet these dates you shall not have any legal rights in relation to this.
- 2.3 We will need certain information from you that is necessary for us to provide the services, for example, annual accounts, asset register, expenditure details, documentation/evidence on all available raw data for energy, waste and water such as invoices, utility bills, automatic meter data, procurement data, fuel purchases or other applicable sources.

We will contact you in writing about this. If you do not, after being asked by us, provide us with this information, or you provide us with incomplete or incorrect information, we may make an additional charge of a reasonable sum to cover any extra work that is required, or we may suspend the services by giving you written notice. We will not be liable for any delay or non-performance where you have not provided this information to us after we have asked. If we suspend the services under this clause, you do not have to pay for the services while they are suspended, but this does not affect your obligation to pay any invoices we have already sent you.

3. Fees

- 3.1 The charges for the Services are as set out in the Proposal.
- 3.2 Where the Services are provided for a fixed price, the total price for the Services shall be the amount set out in the Proposal.

- 3.3 For Services where fees are payable in one single payment, we will invoice you for the fixed price in advance.
- 3.4 Where the fees are to be made by a deposit, stage payments or retainers we will invoice you for the deposit in advance and for each stage payment or retainer at the time or at the stage of the project specified in the Proposal.
- 3.5 Where the Services are provided on a time-and-materials basis:
- (a) the charges payable for the Services shall be calculated in accordance with our standard hourly or daily fee rates in force at that time; and
 - (b) we will invoice you monthly in arrears unless we have agreed in writing otherwise.
- 3.6 Where the Services are provided for a minimum term, you will continue to be charged fees for that minimum term. At the end of that minimum term, the Contract shall automatically renew for a further 12 months and every year thereafter, and you will continue to be charged fees unless and until you cancel our Services 30 days prior to your next renewal date in accordance with our termination terms.
- 3.7 All charges are stated exclusive of VAT which shall be added to the charges at the applicable rate (where necessary).
- 3.8 You must pay each of our invoices in full and in cleared funds by the payment method specified on the invoice within 10 days of the date of the invoice.
- 3.9 Without prejudice to any other right or remedy, if you fail to pay the invoice on the due date, we may:
- (a) charge interest on the sum due from the due date for payment at the annual rate of 4% above the ECB base lending rate from time to time, accruing on a daily basis and being compounded quarterly until payment is made (whether before or after any court judgment) and you shall pay the interest immediately on our demand; and
 - (b) suspend all Services until payment has been made in full.
- 3.10 All fees and charges are stated exclusive of expenses incurred by us. Subject to your prior written consent, you will reimburse us for all training venues, hotels, subsistence, travelling, stationery, materials, postage, other administrative costs and any other ancillary expenses reasonably incurred by us in providing the Services. Such expenses may be invoiced by us at cost at such times as we think appropriate.

4. Confidential information and our materials

- 4.1 We acknowledge that we will have access to confidential information and data about your business, your suppliers and your customers in the course of providing the Services. We shall not use or disclose to any third party any such confidential information or data, except where we need to in order to properly perform the Services, or where we deem it to be for the benefit of our business to feed our databases to enhance and train our artificial intelligence models.
- 4.2 All property of whatsoever nature that we supply to you (including any materials, equipment, drawings, specifications and data) shall, at all times, remain our exclusive property, but you agree to keep them safe and in good condition until you return

them to us, and you agree not to dispose of such property or use it other than in accordance with our written instructions or authorisation.

5. Data protection

5.1 Our Privacy Notice that you can view at [Privacy - Climate Matters](#) governs how we use your personal data.

6. Termination

6.1 With the exception of Services provided in accordance with clause 3.6 above, either of us may terminate this Contract on 1 months' notice for any reason with no liability to the other (apart from liabilities that had already accrued and been incurred).

6.2 You may terminate this Contract if we commit any serious or repeated breach or non-observance of any of the provisions of this Contract and such breach is not remedied within 14 days of notification of breach.

6.3 Notwithstanding the provisions of clause 6.1, we may terminate this Contract with immediate effect with no liability to provide any further services to you if at any time:

- (a) you fail to make a payment when due and payable under this Contract;
- (b) you commit any gross misconduct affecting our business;
- (c) you commit any serious or repeated breach or non-observance of any of the provisions of this Contract;
- (d) you commit any fraud or dishonesty or carry out business or otherwise act in any manner which in our opinion brings or is likely to bring us into disrepute or is materially adverse to our interests.
- (e) an order is made, or a resolution is passed for your winding up;
- (f) an order is made for the appointment of an administrator to manage your affairs, business and property;
- (g) a receiver is appointed over any of your assets or undertaking; or
- (h) you make any arrangement or composition with your creditors or become bankrupt; or
- (i) you cease, or threaten to cease, to trade.

6.4 Our rights under this clause 6 are without prejudice to any other rights that we might have at law to terminate the Contract. Any delay by us in exercising our rights to terminate shall not constitute a waiver of these rights.

7. Obligations on termination

On termination of this Contract, you shall immediately pay to us any unpaid fees or other sums payable under this Contract. Termination will not affect either of our outstanding rights or duties, including our right to recover from you any money you owe us under these Terms.

8. Status

Our relationship to you will be that of independent consultant and nothing in these Terms shall make us your employee, worker, agent or partner. Nothing in this Agreement shall prevent us from being engaged, concerned or having any financial interest in any capacity in any other business, trade, profession or occupation during the Engagement.

9. Limitation of Liability

- 9.1 Other than (i) liability for death or personal injury to any person caused by our negligence, (ii) liability for any fraud or fraudulent misrepresentation made by us or (iii) liability for any other matter which we may not legally exclude or limit, we exclude all liability for any loss or damage suffered by you resulting from the Contract (including all consequential loss or damage howsoever caused and whether or not this was in your or our reasonable contemplation and including any loss or damage suffered by you as a result of advice or opinions given by us or by any of our employees, agents, consultants or subcontractors).
- 9.2 In the event that we are found liable to you for any loss or damage, this liability shall be limited to the amount of any fees you paid to us in accordance with these Terms in the 12 months preceding the date on which any claim is made.
- 9.3 If we are prevented from or delayed in performing our obligations by your act or omission or by any circumstance outside of our control, we shall not be liable for any costs, charges or losses incurred by you that arise from such prevention or delay.
- 9.4 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from these Terms.
- 9.5 This clause 9 shall survive termination of the Contract.

10. Notices

All notices sent by you to us must be sent to Climate Matters Ltd, 35 Ballygossan Park, Skerries, Co Dublin or by email to cera@climatematters.earth. We may give notice to you at either the e-mail or postal address you provided to us. Notice will be deemed received and properly served 24 hours after an e-mail is sent or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that the letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that the e-mail was sent to the specified e-mail address of the addressee.

11. Assignment and subcontracting

- 11.1 We may at any time assign, transfer, subcontract or deal in any other manner with all or any of our rights under these Terms.
- 11.2 You shall not, without our prior written consent, assign, transfer, subcontract or deal in any other manner with all or any of your rights or obligations under these Terms.

12. General

- 12.1 If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, that term will (to that extent only) be 'severed' from the remaining terms, which will continue to be valid to the fullest extent permitted by law.
- 12.2 If we delay in exercising any rights under these Terms or by law, that shall not constitute a waiver of such right or prevent us from exercising that right at a later date.
- 12.3 We may vary these Terms at any time (other than in relation to the fee to be charged).

These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by Irish law and we both agree to the exclusive jurisdiction of the Irish court.