

The terms set out in this Module govern the provision of ESG Professional Services by KINTO to the Customer. In the case of any conflict between the terms of this Module and the other terms of the Agreement, the term of this Module shall prevail with respect to the ESG Professional Services.

1. DEFINITIONS

- 1.1 In this Module the following terms will have the meanings set out below. Any capitalised terms which are not defined in this Module will have the meaning given to them elsewhere in this Agreement:

“ESG Professional Services” means Professional Services set out in the SOW which assist in navigating complex ESG requirements, regulations and reporting standards and carbon reduction plans, on an end-to-end or targeted basis with the aim of turning sustainability goals into confident, measurable progress.

“ESG Regulations” means any applicable laws, regulations, directives, rules, or binding regulatory requirements relating to environmental, social and governance matters, including but not limited to climate change; sustainability reporting; human rights; diversity, equality and inclusion; corporate governance; and anti-corruption, in any relevant jurisdiction, as may be amended, supplemented or replaced from time to time.

“ESG Reporting Standards” means internationally recognised frameworks, standards, and guidelines for environmental, social and governance reporting, including but not limited to the GRI Standards; IFRS S1 and S2; UK SRS 1 and SRS 2; TCFD Recommendations; SASB Standards; UK SECR; ESRS; SASB Standards; CSRD Directive; EU SFDR; CDP frameworks; and any successor or replacement standards thereto.

2. INTELLECTUAL PROPERTY RIGHTS

- 2.1 Customer will own all right, title and interest, including Intellectual Property Rights, in and to any Deliverables developed in the performance the ESG Professional Services, excluding any Kinto IPR contained within them.

- 2.2 In respect of such Deliverables, KINTO:

- (a) hereby irrevocably assigns to Customer on the date of delivery of the relevant Deliverables all of its right, title and interest (including all Intellectual Property Rights) in and to any Deliverables without further consideration and such assignment will also be an assignment (in respect of any copyright existing therein) of future copyright pursuant to section 91 of the Copyright, Designs and Patents Act 1988 or equivalent provision in any relevant jurisdiction;
- (b) must obtain from each of its employees, agents, contractors, sub-contractors and other third party (each, a **“Relevant Person”**) any assignments in relation to the Deliverables as are necessary to give effect to Clause 2.2(a);
- (c) must do all acts and things as may be reasonably necessary, and execute all necessary documents relating to such matters, to vest the ownership of the Deliverables (including all Intellectual Property Rights therein) in Customer;
- (d) must procure that each Relevant Person does all acts and things as may be necessary, and execute all necessary documents, to vest the ownership of the Deliverables (including all Intellectual Property Rights therein) in Customer; and

- (e) must procure that each Relevant Person waives any moral rights (as conferred by Chapter IV of the Copyright, Designs and Patents Act 1988 or equivalent provision in any relevant jurisdiction) relating to the Deliverables.
- 2.3 To the extent that the Deliverables incorporate Kinto IPR then KINTO grants to the Customer a perpetual, royalty-free, non-transferable, non-exclusive licence to use the relevant Kinto IPR for the purpose of using and receiving the benefit of the relevant Deliverable for Customer's internal business purposes.
- 2.4 Customer will grant to KINTO a royalty-free, non-exclusive, non-transferable licence to use any Deliverables to the extent necessary and for the sole purpose of providing the Services. The licence granted under this Clause 2.3 will:
 - (a) take effect on the date that the relevant Deliverable is first provided to or used by KINTO; and
 - (b) continue until the earlier of: (i) the date that item ceases to be used in the provision of the Services; or (ii) the expiry or termination of this Agreement.

3. DISCLAIMERS

- 3.1 Under no circumstances shall KINTO have any liability to the Customer relating to the ESG Professional Services for any losses, claims, damages, costs or expenses caused by errors or omissions in any Customer Data or Customer Materials provided to KINTO by or on behalf of the Customer in connection with the ESG Professional Services, or any actions taken by KINTO at the Customer's direction.
- 3.2 KINTO does not warrant that use of the ESG Professional Services will ensure compliance with any ESG Regulations or ESG Reporting Standards and the Customer remains solely responsible for its compliance with any applicable ESG Regulations and ESG Reporting Standards.
- 3.3 The ESG Professional Services do not constitute legal, regulatory, or professional advice regarding compliance with ESG Regulations or ESG Reporting Standards. The Customer should seek independent professional advice regarding its specific obligations and compliance requirements.