

# GENERAL TERMS OF BUSINESS

## 1 APPLICATION

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1. These general terms of business (“**General Terms of Business**”) shall apply to any engagement letter, contract, or agreement (the “**Contract**” or the “**Agreement**”) between the International Climate Finance Accelerator Luxembourg SARL (the “**ICFA**”) and a counterparty of the ICFA (the “**Counterparty**”), together referred to as the “**Parties**”, each a “**Party**”.

## 2 ORDER OF PRECEDENCE

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1. In case of discrepancy between these General Terms of Business and any other provisions of contract documents, the most restrictive clause shall prevail unless the Contract specifically states otherwise.

## 3 INTELLECTUAL PROPERTY RIGHTS

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1. All intellectual property rights shall remain the exclusive property of the Party owning it. It is the responsibility of each Party, and all engaged in the research, between them to agree, in good faith negotiations on the ownership of jointly developed intellectual property (IP) rights and to make every reasonable effort to ensure that any new intellectual property rights obtained in the course of the research are used to the benefit of society and to address climate change mitigation and adaptation needs.
2. Where any intellectual property rights owned or licensed by a Party are required to be used in connection with the delivery of the Contract, the Parties acknowledges that they shall have no right to use the same except with the prior approval of Party.
3. The Counterparty warrants that the delivery of the Contract does not and will not infringe any third party’s intellectual property rights.

## 4 CONFIDENTIALITY

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1. For the purposes of this clause on Confidentiality:

- 1.1. **“Confidential Information”** means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the business, affairs, finances, properties, assets, trading practices, developments, trade secrets, intellectual property rights, know-how, personnel, and advisors and suppliers of the ICFA or the Counterparty (as the case may be) and all personal data and sensitive personal data within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (“General Data Protection Regulation”), Official Journal of the European Union L119/1 of 4 May 2016;
- 1.2. **“Disclosing Party”** is the Party which discloses Confidential Information to, or in respect of which Confidential Information comes to the knowledge of, the other Party; and
- 1.3. **“Receiving Party”** is the Party which receives Confidential Information relating to the other Party.
2. Each Party shall take all necessary precautions to ensure that all Confidential Information it receives under or in connection with this Contract:
  - 2.1. is given only to such of its staff and professional advisors or consultants engaged to advise it in connection with this Contract as is strictly necessary for the performance of this Contract and only to the extent necessary for the performance of this Contract; and
  - 2.2. is treated as confidential and not disclosed (without the prior written consent of the Disclosing Party) or used by the Receiving Party or any member of its staff or its professional advisors or consultants otherwise than for the purposes of this Contract.
3. The provisions of the preceding sub-clause 2 shall not apply to any Confidential Information which:
  - 3.1. is or becomes public knowledge (otherwise than by breach of this clause Confidentiality);
  - 3.2. was in the possession of the Receiving Party, without restriction as to its disclosure, before receiving it from the Disclosing Party;
  - 3.3. is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
  - 3.4. is independently developed without access to the Confidential Information; or
  - 3.5. must be disclosed pursuant to a statutory or legal obligation placed upon the Receiving Party.
4. Nothing in this clause on Confidentiality shall prevent the Parties from using any techniques, ideas or know-how gained during the performance of this Contract in the course of its normal business, to the extent that it does not result in a disclosure of Confidential Information or an infringement of intellectual property rights.
5. In the event that the Counterparty fails to comply with this clause on Confidentiality, The ICFA reserves the right to terminate this Contract by notice in writing with immediate effect.

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6. The provisions of this clause on Confidentiality shall survive the termination of this Contract, however arising.

## 5 ANTI-CORRUPTION

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1. The Counterparty undertakes and warrants that it has not offered, given or agreed to give (and that it will not offer, give or agree to give) to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do anything in relation to the obtaining of this Contract or the performance by the Counterparty of its obligations under this Contract.
2. The Counterparty warrants that it has in place, and undertakes that it will comply with, policies and procedures to avoid the risk of bribery and fraud within its organization and in connection with its dealings with other parties.
3. The Counterparty acknowledges and agrees that the ICFA may, at any point during the Contract duration and on any number of occasions, carry out searches of relevant third-party screening databases (each a “Sanction List”) to ensure that neither the Counterparty nor any of the Counterparty’s suppliers, directors, shareholders or employees (where applicable) is listed:
  - 3.1. as an individual or entity with whom national or supranational bodies have decreed organizations should not have financial dealings;
  - 3.2. as being wanted by Interpol or any national law enforcement body in connection with crime;
  - 3.3. as being subject to regulatory action by a national or international enforcement body;
  - 3.4. as being subject to export, trade or procurement controls or (in the case of an individual) as being disqualified from being a company director; and/or
  - 3.5. as being a heightened risk individual or organization, or (in the case of an individual) a politically exposed person.
4. If the Counterparty or any of the Counterparty’s suppliers, directors, shareholders or employees (where applicable) is listed in a Sanctions List for any of the reasons set out in the preceding sub-clause 3, without prejudice to any other rights or remedies which the ICFA may have, the ICFA shall be entitled to terminate this Contract without liability to the Counterparty immediately on giving notice to the Counterparty.

## 6 ANTI-SLAVERY AND HUMAN TRAFFICKING

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1. The Counterparty shall:
  - 1.1. ensure that slavery and human trafficking is not taking place in any part of its business or in any part of its supply chain;

- 1.2. implement due diligence procedures for its own suppliers, subcontractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains;
  - 1.3. respond promptly to all slavery and human trafficking due diligence questionnaires issued to it by the ICFA from time to time and ensure that its responses to all such questionnaires are complete and accurate; and
  - 1.4. notify the ICFA as soon as it becomes aware of any actual or suspected slavery or human trafficking in any part of its business or in a supply chain which has a connection with this Contract.
2. If the Counterparty fails to comply with any of its obligations under the preceding sub-clause 1, without prejudice to any other rights or remedies which the ICFA may have, the ICFA shall be entitled to terminate this Contract without liability to the Counterparty immediately on giving notice to the Counterparty.

## 7 DATA PROTECTION

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1. In this clause, the terms “**processing**”, “**data processor**”, “**data subject**” and “**personal data**” shall have the meaning given in the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (“the **Regulation**”).
2. The following provisions of this clause on Data Protection are applicable when the Parties processes ICFA Personal Data as a data processor. The Counterparty will not assume any responsibility for determining the purposes for which and the manner in which ICFA Personal Data is processed. Before engaging any subcontractor for the processing of ICFA Personal Data on behalf of ICFA (“**subprocessor**”), the Counterparty shall obtain ICFA’s prior written consent. The processing by a subprocessor shall be governed by a contract, whereby the Counterparty shall ensure that the subprocessor accepts the same undertakings as the Counterparty has done in this clause 16 as regards the processing of ICFA Personal Data.
3. The Counterparty will, and will ensure that any subprocessor will:
  - 3.1. process ICFA Personal Data in accordance with applicable laws and regulations on data protection (including but not limited to the Regulation);
  - 3.2. process ICFA Personal Data only in accordance with documented instructions from the ICFA, and the Counterparty shall immediately inform the ICFA if, in its opinion (or in the opinion of any of its subprocessors) an instruction infringes the Regulation or any other applicable law;
  - 3.3. unless otherwise requested by the ICFA, process ICFA Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services, only giving its employees access to ICFA Personal Data on a need to know basis;

- 3.4. taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, and in assessing the appropriate level of security account shall be taken in particular of the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to ICFA Personal Data transmitted, stored or otherwise processed by the Counterparty on behalf of the ICFA;
  - 3.5. assist ICFA in ensuring its compliance with the obligations set out in the Regulation to respond to requests for exercising the data subject's rights laid down in Chapter III of the Regulation;
  - 3.6. notify ICFA without undue delay after becoming aware of a personal data breach (meaning a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, ICFA Personal Data transmitted, stored or otherwise processed by the Counterparty and/or any subprocessor) and keep ICFA informed of any related developments. The notification to ICFA will include at least 1) a description in reasonable detail of the nature of the breach; 2) the impacted data categories and data subjects; 3) the likely consequences of the breach and 4) the measures Counterparty takes or intends to take to mitigate the adverse consequences of the breach. The Counterparty shall take any measures necessary to mitigate (potential) damage resulting from the breach. Any personal data breach, its effects and the remedial actions taken shall be documented by the Counterparty. At the request of the ICFA, the Counterparty shall assist ICFA in notifying the breach to a supervisory authority and/or the data subjects concerned. Further, the Counterparty will, and will ensure that any subprocessor will at the request of the ICFA, delete or return all ICFA Personal Data to ICFA after the provision of the Services relating to processing, and delete existing copies unless applicable law requires storage of the ICFA Personal Data.
4. The Counterparty shall make available to ICFA all information necessary to demonstrate compliance with the obligations laid down in this data protection clause. The Counterparty will ensure:
    - 4.1. the reliability of any employees and subprocessor personnel who have access to the ICFA's Personal Data;
    - 4.2. that all employees and subprocessor personnel involved in the processing of ICFA Personal Data have undergone adequate training in the care, protection and handling of personal data; and
    - 4.3. that persons authorised to process ICFA Personal Data have committed themselves to confidentiality and that the ICFA will perform their duties strictly in compliance with the provisions of clause on Confidentiality above by treating such ICFA Personal Data as Confidential Information.

5. The Counterparty will promptly inform ICFA if it receives: a) a request from a data subject concerning any information that may be contained in ICFA Personal Data; or b) a complaint, communication or request relating to the ICFA's obligations under the Regulation.
6. Upon reasonable request of the ICFA, the Counterparty agrees to submit information about its data processing facilities, copies of its data files and all other information necessary to demonstrate compliance with the obligations set out in the Regulation and the Contract, if applicable, (and to provide equivalent information of any subprocessor engaged by the Counterparty for processing of ICFA Personal Data) and allow for and contribute to audits, including inspections to be conducted by the ICFA or third party as mandated by the ICFA (and to ensure that any subcontractors engaged for the processing of ICFA Personal Data agree to these audit rights). An audit shall take place during Counterparty's regular business hours. Each Party shall bear its costs for such audit. However, if there are any findings, the Counterparty shall bear the costs for the audit and any measures that need to be taken in order to be compliant with this clause on Data Protection.
7. The Counterparty will not process or permit the processing of ICFA Personal Data outside the European Economic Area ("EEA"). Should the Parties in the future agree on such processing outside the EEA, the Parties (as well as any subprocessor engaged by the Counterparty for the processing of ICFA Personal Data on behalf of the ICFA) shall execute the model clauses adopted by the European Commission or otherwise ensure that the transfer of ICFA Personal Data is legitimised.
8. The Counterparty will not perform its obligations under the Contract in such a way as to risk causing the ICFA to breach any of its obligations under the Regulation or any other applicable data protection legislation.

## 8 PROCUREMENTS

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1. All procurements shall be made in accordance with public procurement regulations in place in Luxembourg or equivalent rules.
2. Tenders might be rejected and contracts might be cancelled in case any illegal or corrupt practices have been connected with the award or the execution of the contract.

## 9 SURVIVAL AND SEVERANCE

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1. These General Terms of Business shall continue in full force and effect following the termination or expiry of the Contract for any reason.

2. If a provision of the Agreement, wholly or partly, is determined to be void or unenforceable by a court or body of competent jurisdiction, it shall be void or unenforceable to that extent only and the validity and enforceability of the other provisions or the remainder of any such provision shall not be affected.

## **10 GOVERNING LAW AND DISPUTE RESOLUTION PROCEDURE**

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1. This Contract and any dispute or claim (including any non-contractual dispute or claim) arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the laws of Luxembourg.
2. The Parties irrevocably agree that the courts of Luxembourg City (Luxembourg) shall be given exclusive jurisdiction to settle any dispute or claim (including any non-contractual dispute or claim) that arises out of or in connection with this Contract or its subject matter.
3. In the event that any claim or dispute arises out of or in connection with this Contract, the Parties shall, following service of written notice by one party on the other, attempt to resolve amicably by way of good faith negotiations and discussions any such dispute or claim as soon as reasonably practicable (and in any event within 14 calendar days after such notice or by such later date as the parties may otherwise agree in writing). If the Parties are unable to resolve the dispute or claim, either Party may commence court proceedings.
4. Nothing in this clause on Governing Law and Dispute Resolution Procedure shall prevent either Party from applying at any time to the court for injunctive relief on the grounds of infringement, or threatened infringement, of the other party's obligations of confidentiality contained in this Contract or infringement, or threatened infringement, of the applicant's Intellectual property rights.