SPECIAL TERMS AND CONDITIONS (RSA SERVICE)

Where Valpak agrees to provide Client with access to the RSA Service (as defined below) then the terms of these Special Terms shall apply in addition to the General Terms and the Proposal.

1. DEFINITIONS

1.1. For the purposes of these Special Terms, in addition to the definitions defined in the General Terms, the following words and expressions have the following meanings:

"**Account**" means the account that is set up for the Client and through which the Client can access and use the RSA Service using a unique user ID(s) and password(s);

"**Client Policies**" means the company-specific policies or strategies that are created by the Client using the RSA Service;

"**Compliance**" means the applicable compliance section made available to the Client via Rio, as specified in the Proposal, as may be updated by DS from time to time.

"**Data Portals**" means the applicable Rio data related portal(s) made available to the Client via Rio, as specified in the Proposal as may be updated by DS from time to time.

"**DS**" means Ditto Sustainability Limited a company registered in England with a registration number of 06863577 and a registered office c/o Hansel Henson Limited, 3rd Floor, 8 Bloomsbury Street, London WC1B 3SR;

"**DS IP**" means the Intellectual Property subsisting in the DS name, Rio name, the RSA and DS's business and the goodwill connected thereto;

"**Learning Modules**" means the applicable learning module(s) made available to the Client via Rio, as specified in the Proposal, as may be updated by DS from time to time.

"**Output**" means the audio and visual information, documents, software, data, content and other material making up the products and services contained or made available to the Client via the RSA Service in the course of the Client's use of the RSA Service, but excluding the Client Data and Client Polices;

"**Subscription Period**" means the period of the subscription to the RSA Service as set out in the Proposal;

"**RSA**" means the Sustainability & Environmental Social Governance online platform known as Rio, together with its underlying component elements being the Learning Modules, Data Portal and Compliance (the "**Rio Components**") used to deliver the RSA Service and all its underlying technology (including all hardware, middleware, software, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible and intangible technical material or information), which is operated by DS;

"**RSA Agreement**" has the meaning given in Clause 2.1 and comprises the documents set out in Clause 2.2;

"**RSA Service**" means the applicable Rio Components licensed to a Client subject to these Special Terms which, in certain instances may be limited to the Waste Functionality Portal only, as specified in the Proposal;

"**User**" means each individual end user who is authorised to access and use the RSA Service for or on behalf of the Client; and

"**Waste Functionality Portal**" means the waste Learning Modules, waste Data Portal and Compliance (legislation only).

1.2. For the purposes of these Special Terms, the following definitions from the General Terms are modified as follows:

"**Client Data**" means such data relating to the Client or the Client's business including any content, data, information or material that the Client inputs onto the RSA including through the use of the Client's Account in the course of using the RSA Service and inputting compliance information and waste arisings and financial data relating to the Client's waste management and sustainability strategies.

"**Client IP**" means the Client Data, Client Policies and all Intellectual Property Rights in any designs, product specifications, documentation, plans, materials, test results, ideas, concepts, inventions, designs, and branding supplied by Client to Valpak in connection with its use of the RSA Service.

"**Fees**" means the fees for the RSA Service detailed in the Proposal or as otherwise agreed between the parties and specifically includes payment of an annual subscription or on a 'per User per package' basis.

2. BASIS OF CONTRACTING

2.1. An agreement for the provision of the RSA Service ("**RSA Agreement**") shall be formed between Valpak and the Client on the sooner of:

2.1.1. the parties agreeing the Proposal for the RSA Service; or

2.1.2. the Client accessing the RSA Service after such access has been provided (or arranged) by Valpak.

2.2. The RSA Agreement shall comprise of the following documents (which shall also take precedence in the same order in the event of any conflict or inconsistency between them):

2.2.1. the Proposal for the RSA Service;

2.2.2. these Special Terms;

2.2.3. (except where expressly stated to the contrary in these Special Terms) the General Terms; and

2.2.4. DS's Privacy and Cookie Policy (which governs the ways in which the Client's information is collected and used in relation to the RSA Service).

3. GRANT OF ACCESS AND LICENCE

3.1. The Client is hereby granted a non-exclusive and non-transferable right to access the RSA and to use the RSA Service (to the extent the RSA Service has been selected and paid for) solely for the Client's own internal UK business purposes for the duration of the Subscription Period.

3.2. Access to the RSA Service when licensed on a subscription-basis is limited to the number of Users listed in the Proposal. If the Client wishes to increase the number of Users the Client must notify Valpak and be required to pay additional fees for each additional User as required by Valpak.

3.3. The rights granted under clause 3.1 are granted to the Client only for the purposes of the Client's business as carried on at the address given in the Proposal. Such rights are non-transferable and shall not be considered granted to any of the Client's other offices, business divisions, subsidiaries, group or holding companies.

3.4 The Client shall procure that all Users are made aware of and comply with these Special Terms. The Client acknowledges and agrees that the Client is solely responsible for each User's use of the RSA and the RSA Service, and the Output and shall be liable for any damage or loss Valpak or DS suffers as a result of any User's breach of these Special Terms.

3.5 The Client acknowledges and agrees that:

3.5.1 other than as permitted under this RSA Agreement, it has, and shall have, no right to use or to allow others to use the DS IP or any part of it. It shall also not seek to register any Intellectual Property on behalf of DS without DS's express prior written consent;

3.5.2 it shall not, and shall not assist or instruct any third party to: (i) dissemble, decompile or reverse engineer the DS IP; or (ii) translate, adapt, vary or modify the DS IP, except to the extent permitted by applicable law;

3.5.3 it shall not use any trade marks, trade names or get-up which resemble DS's trade marks, trade names or get-up and which would therefore be likely to confuse or mislead the public or any section of the public;

3.5.4 it shall not remove, alter or otherwise tamper with any trade marks, trade names, logos, numbers or other means of identification on the RSA or the packaging therefor which come into its possession, custody or control, and shall not place any trade mark or trade name of its own on the RSA or any packaging or other materials used in connection therewith; and

3.5.5 it shall not do or omit to do, or authorise any third party to do or to omit to do, anything which could invalidate or be inconsistent with the rights that DS has in the DS IP.

4 CLIENT'S USE OF THE RSA SERVICE AND THE RSA

4.1 In relation to the RSA the Client undertakes that it shall not:

4.1.1 license, sub-license, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available in any way to any third party the RSA or any Output;

4.1.2 deploy within the RSA any bot, spider, web crawler or other automated query program at any time for any reason including all scraping, crawling, caching or otherwise accessing any content on the RSA. The use of automated systems or software to extract data from the RSA for commercial purposes, ('screen scraping') is prohibited without a written licence agreement from Valpak permitting the Client to do so;

4.1.3 re-use and/or aggregate any content or material available via the RSA or RSA Service in the provision of a commercial service;

4.1.4 introduce Client Data that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

4.1.5 introduce Client Data or otherwise use the RSA and the RSA Service in any way that Valpak deems to constitute or encourage conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in any country in the world;

4.1.6 attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form the RSA or Output, except as may be allowed by any applicable law;

4.1.7 attempt to obtain, or assist others in relation to any of the activities at Clause 4.1.1 to 4.1.6 inclusive.

4.2 The Client further undertakes that it shall:

4.2.1 notify Valpak immediately and use reasonable efforts to stop: (a) any unauthorised use of any password or Account or any other known or suspected breach of security; (b) any copying or distribution of Output that is known or suspected by the

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Client; or (c) any error, incomplete or incompleteness in the RSA;

4.2.2 ensure, and has sole responsibility for, the accuracy, quality, integrity, legality, reliability, appropriateness, and Intellectual Property Rights ownership or right to use of all Client Data;

4.2.3 maintain a list of current Users and the Client shall provide such list to Valpak on request; and

4.2.4 keep all user ID and passwords secure.

4.3 The Client shall procure that each User shall:

4.3.1 comply with the restrictions and obligations placed upon the Client in clauses 4 and 4.2 above in respect of each User's use of the RSA Service and RSA;

4.3.2 complete the RSA registration procedure;

4.3.3 keep its user ID and passwords secure; and

4.3.4 be (and remain whilst the provision of the RSA Service continues) either the Client's employee working exclusively at the Client's office within the Client's business or, if a student, a full-time student enrolled on a course with the Client. If any User ceases to work exclusively within the Client's office for the Client's business or ceases to be a student enrolled on a course with the Client, the Client must notify Valpak so it can arrange for the termination of that User's registration and, if the Client so requests, transfer the registration to another full-time employee working exclusively at the Client's office within the Client's business or another full-time student (as the case may be).

5 PROVISION OF THE RSA SERVICE

5.1 The RSA Service is provided online via the RSA and Valpak does not warrant that the RSA shall be available without interruption.

5.1.1 The Client acknowledges and agrees that the features, availability, operation and/or look and feel of the RSA, and the RSA Service, may be modified at any time.

5.1.2 The RSA shall comply with the technical specification set out at Annex 1 to these Special Terms.

5.2 Valpak (or DS) may audit the use of the RSA Service regarding the name and password for each User. Such audit may be conducted no more than once per month and shall be exercised with reasonable prior notice, in a manner so as to not substantially interfere with normal conduct of the Client's business. If such audit reveals that passwords have been provided to individuals who are not Users, and without prejudice to Valpak's other rights, the Client shall promptly disable such passwords and shall not issue any new passwords to such individuals.

6 FEES, PAYMENT TERMS AND REFUNDS

6.1 The Client's right to use the RSA Service shall not commence until Valpak receives full payment for the Fees and/or charges set out in the applicable Proposal, and access is granted by DS.

6.2 Valpak reserves the right to suspend or terminate the Client's access to the RSA Service if any amount due by the Client to Valpak is in arrears.

6.3 Due to the nature of this service Valpak does not issue refunds once a Proposal has been completed and Fees for access to the RSA Service and any Output have been paid. Valpak will consider providing a refund on a case-by-case basis at Valpak's sole discretion. This Clause does not affect the Client's statutory rights.

6.4 Valpak shall, in its sole discretion, be entitled to increase the Fees where Valpak's cost of

providing the RSA Service is increased by DS.

7 INTELLECTUAL PROPERTY RIGHTS

7.1 Valpak (and its licensors (including DS), where applicable) own all right, title and interest, including all related Intellectual Property Rights, in and to the RSA (including the Rio Components), and the Outputs.

7.2 Other than the right to access and use the RSA Service as licensed to the Client pursuant to Clause 2, the Client acquires no right to use or any right, title or interest in the RSA (including the Rio Components) or the Output and has no right to any Intellectual Property Right therein.

7.3 "Ditto Sustainability" and "Rio" and all other names, logos, icons and marks identifying DS and its products and services are trade marks of DS and may not be used without the prior written approval of DS.

7.4 "Valpak" and all other names, logos, icons and marks identifying Valpak and its products and services are trade marks of Valpak and may not be used without the prior written approval of Valpak.

7.5 The Client shall promptly notify Valpak of any actual, threatened or suspected infringement of the DS IP of which the Client becomes aware.

8 LIABILITY

8.1 This Clause 8 supersedes the terms set out in Clause 9 of the General Terms.

8.2 Unlimited liability. Nothing in this Agreement shall limit or exclude the liability of either Party for:

8.2.1 Death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);

8.2.2 Fraud or fraudulent misrepresentation or wilful or deliberate default;

8.2.3 Any matter in respect of which it would be unlawful to exclude or restrict liability; or

8.2.4 Breaches of clause 7 of the General Terms (Confidentiality).

8.3 Excluded liability. Subject to Clause 8.2 of these Special Terms Valpak shall not be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for:

8.3.1 any loss of profit, sales, revenue, or business;

8.3.2 loss of anticipated savings;

8.3.3 loss of or damage to goodwill;

8.3.4 loss of agreements or contacts;

8.3.5 any loss arising out of the lawful termination of this RSA Agreement or any decision not to renew its term; or

8.3.6 any loss that is an indirect or secondary consequence of any act or omission of the Client.

8.4 Total liability under Agreement. Subject to Clause 8.2 of these Special Terms the total liability of either Party to the other in respect of all other loss or damage arising under or in connection with this RSA Agreement, including any indemnities, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed in aggregate 100% of all sums paid by the Client to Valpak under this RSA Agreement in the 12 month period prior to the date upon which the event giving rise to the liability first occurred.

9 EXCLUSION OF WARRANTIES

9.1 The express terms of the Agreement (including these Special Terms) are in place of all warranties, representations, conditions, terms, undertakings and

obligations which but for the Agreement (including these Special Terms) would be implied or incorporated into these the Agreement, or any collateral agreement, by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are excluded to the fullest extent permitted by law.

9.2 Valpak does not represent or warrant:

9.2.1 as to the reliability, timeliness, quality, suitability, availability, accuracy or completeness of the RSA Service, the RSA or any Output;

9.2.2 that the use of the RSA Service will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data;

9.2.3 that the quality of the Service or the Output will meet the Client's requirements or expectations;

9.2.4 that the Service or the server(s) that make the Service available are free of viruses or other harmful components;

9.2.5 that any stored data will be accurate or reliable; or

9.2.6 that any errors or defects will be corrected.

9.3 In addition to Clause 9.2 of the General Terms, and subject to Clause 8.2 of these Special Terms, Valpak shall not be responsible to the Client for:

9.3.1 any error or omission, whether human or man made, in the provision of the RSA Service or in the operation of the RSA;

9.3.2 the provision of the RSA Service leading to a loss or corruption of content or data or losses or damage to any computer equipment, computer programs, data or other proprietary material caused by caused by viruses, bugs, worms, trojan horses, bots or other harmful and destructive components;

9.3.3 the deletion, correction, destruction, damage, loss or failure to store any Client Data;

9.3.4 the failure of a Client's software, hardware or connection to the internet;

9.3.5 the Client's use of the RSA Service, including in particular: (a) any errors or omissions made by the Client (or any User) in relation to its use of the RSA Service; (b) in a manner contrary to the instructions given to the Client by Valpak (or its subcontractors (including DS); or (c) after notice of any alleged or actual infringement from any appropriate authority;

9.3.6 any modification to the RSA Service by anyone other than Valpak (or its subcontractors (including DS));

9.3.7 any unauthorized access to the RSA Software by any person through accident or by fraudulent means or devices; any claim, demand, action, cost, expense, loss or damage arising from or incurred by reason of any infringement of any patent which is not a UK or European ('EP') patent in connection with the use of the RSA Service or in relation to this RSA Agreement.

9.4 Where the RSA contains links to other websites and resources provided by third parties, these links are provided for the Client's information only and used at the Client's own risk.

9.5 Use of the RSA and the RSA Service are entirely at the Client's own risk. The Client must evaluate, and bear all risks associated with, the use of the RSA and the RSA Service and its reliance on said information. All decisions that the Client makes in relation to the information that the RSA and the RSA Service provide are made at Client's own risk. Valpak does not purport to give advice to the Client of any kind on what the Client should or should not do in relation to waste

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management and environmental law compliance generally.

10 TERM AND TERMINATION

10.1 This RSA Agreement shall come into force in accordance with Clause 2.1 and shall continue (unless terminated in earlier in accordance with this RSA Agreement) for the duration of the Subscription Period.

10.2 On expiry of the Subscription Period, this RSA Agreement shall automatically renew for further consecutive periods of 12 month each (each a "**Renewal Period**"), unless and until either party serves on the other at least 30 days' written notice prior to the expiry of the Subscription Period (or the then current Renewal Period) of its intention not to renew. Each Renewal Period shall be on the terms of this RSA Agreement, save that the Fee for that Renewal Period shall be as agreed between the Parties at the time or, in the absence of an agreement, the then current list price for the RSA Service for that Renewal Period.

10.3 In addition to the termination provisions in Clause 10 of the General Terms, the Client acknowledges that Valpak is entitled to terminate the RSA Agreement or suspend the provision of the RSA Service on written notice to the Client if:

10.3.1 the Client (or any Users) breach or otherwise fail to comply materially with the RSA Agreement; or

10.3.2 if such termination is required by DS.

10.4 On expiry or termination for whatever reason of the RSA Agreement, the Client's right to access the RSA Service (and access and use the Output) shall cease. Any rights that have accrued to the date of termination or expiry will remain enforceable after termination.

10.5 When (and howsoever) the RSA Agreement expires or is terminated, Valpak (or its subcontractors (including DS)) shall on the Client's request (provided such request is made within 30 days of expiry or termination), give the Client a copy of all or part (as requested) the Client Data then in Valpak's or DS's possession custody or control, which is in electronic form, in a Microsoft Excel Spreadsheet format unless otherwise agreed, following which, Valpak shall ensure that such Client Data is disposed in a secure manner.

10.6 On expiry or termination of the RSA Agreement the Client shall not be entitled to any form of credit, refund or rebate in relation to the Fees.

11 THIRD PARTY RIGHTS

11.1 Clause 17.9 of the General Terms shall not apply to this RSA Agreement.

11.2 Subject to Clause 11.3, no term of this RSA Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this RSA Agreement.

11.3 DS may enforce Clauses 3, 4, 5.2, 6.2, 7, 8, 10.3, 10.4 and 10.5 of these Special Terms in respect of the rights, exclusions and limitations afforded to Valpak as if it were Valpak in those Clauses.

11.4 Valpak may act as the agent and trustee for DS and enforce on its behalf any Clause referred to in Clause 11.3 and/or recover any losses, damages, costs, expenses or other liabilities suffered by it in connection with a breach of any of those Clauses.

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SPECIAL TERMS AND CONDITIONS (RSA SERVICE)

Annex 1
Technical Description

The RSA is an entirely cloud-native application that utilizes services and infrastructure provided by world-leading cloud computing provider - Amazon Web Services (AWS). AWS allows DS to take advantage of its dynamic scalability, providing DS with the ability to instantaneously react to usage spikes and scale DS's infrastructure automatically to fulfil user demand, without the need for human intervention.

DS's application is architected using a microservice approach, which allows DS to eliminate a single point of failure and utilize best technologies to fulfil a specific business need. The Loop takes advantage of a variety of programming languages, databases and runtimes including C#, .NET Core, JavaScript, NodeJS, ReactJS, SQL, GraphQL and NoSQL.

DS's Microservice architecture gives DS ability to develop and deploy components of the application without compromising the integrity of the whole system and take a full advantage of incremental development practices, such as continuous delivery and test-driven development. DS's development team places high emphasis on code quality and best practices. As a result, each individual component of the application is highly scalable, reusable, efficient, secure and fault-tolerant, easily integrated and deployed continuously and automatically.

Finally, DS's automated deployment processes allow DS to react quickly to maintenance issues whilst providing regular, incremental releases of new functionality with zero downtime.

To ensure high levels of security for DS's application DS is following the AWS Shared Responsibility model, with AWS providing a highly secure global infrastructure and compute, storage, networking and database services, and DS's application being responsible for protecting the confidentiality, integrity, and availability of data in the cloud.

Each component of DS's application ensures both vertical and horizontal data segregation, utilizing Identity and Access Management policies for fine-grained access control to applications infrastructure and industry standard Jason Web Tokens for verifying claims between application part.

All application data is encrypted both at rest and in transit. All data stores and compute resources are deployed inside the VPC making them inaccessible to outside actors.

Finally, DS's commitment to data security is underlined by the fact that DS is ISO27001 accredited. Furthermore, DS is working with a 3rd party penetration-testing company who will assess DS's application for security vulnerabilities.

All Learning Modules are IEMA and CPD accredited and DS's online learning suite educates Client teams and business on issues including compliance, resource efficiency, duty of care and Sustainable Development Goals. DS's content is designed to be personalised and adapted to include company specific content and branding allowing Clients to tailor DS's knowledge to suit individual or organisation objectives. Furthermore, the unique self-assessment and knowledge enhancement dashboard allows Clients to track the performance of engagement initiatives from the outset.

DS's "Comply" section enables Clients to ensure compliance, with current and new legislation.