



TERMS OF USE OF SUSTAINABILITY SOLUTIONS PLATFORM

By using the Sustainability Solutions Platform, you are entering into a legally binding agreement with **Diode Group Limited**, T/A Diode, incorporated and registered in England and Wales with company number 12108768, whose registered office at Brackenfield House, Holton Road, Nettleton, Lincolnshire, LN7 6AW, United Kingdom ("**Diode**").

If you are using the Sustainability Solutions Platform on behalf of a business, "**you**" means that business. If you are using the Sustainability Solutions Platform in your personal capacity (including where you are an employee of a business using the Sustainability Solutions Platform in your personal capacity), "**you**" means you in your personal capacity.

These Terms are between Diode and you. NatWest Group plc and its affiliates (together, "NatWest") are not parties to these Terms. References to "NatWest" are descriptive only and do not make NatWest a party to, or confer on you any rights against NatWest under, these Terms. Please read these terms and conditions ("**Terms**") carefully. Some of the Terms may or may not apply to you, depending the type of User. This is clarified in the Terms.

The Sustainability Solutions Platform is a platform built and maintained by Diode for NatWest. NatWest own the sustainability-solutions.co.uk domain and the relationship with all Service Providers. Use of the Sustainability Solutions Platform is granted by NatWest free of charge.

You are on an Ulster Bank journey through the Sustainability Solutions Platform that will have started with Ulster Bank in conversation with a relationship manager, a link on ulsterbank.co.uk or from Ulster Bank marketing material.

NatWest may also provide certain NatWest employees (including relationship managers and asset finance specialists) with access to features which enable them to support you in using the Platform. Where you choose to authorise this, NatWest employees may create and manage your business profile, invite users to join your business account and generate outputs and reports using the Platform on your behalf.

Diode are the data controller of all data that comes into and out of the Sustainability Solutions Platform and these terms should be read in conjunction with the Diode privacy policy (<https://ulsterbank.sustainability-solutions.co.uk/privacy-policy>). In addition to the potential authorised uses of your data described above (where authorised), your data will be shared with NatWest for the purposes of a relationship manager or asset finance specialist making contact to follow up on the finance options for your business, and for NatWest internal analysis on use of the Sustainability Solutions Platform.

The Platform may also allow you to connect your business account with another business's account (for example, a supplier or customer in your supply chain). If you choose to connect accounts, certain limited information may be shared between the connected businesses through the Platform, such as business name, total potential CO2 savings and a table of recommended actions with associated potential CO2 savings. You can remove a connection through the Platform.

No commission is paid to Diode, any third party or any Service Provider by NatWest, or paid to NatWest by Diode, any third party or any Service Provider, in connection with the Sustainability Solutions Platform. NatWest shall not be responsible for, nor do or shall they accept any liability for the products or services provided to you by third parties or on behalf of them to you.

AGREED TERMS

1. Interpretation and definitions

The definitions and rules of interpretation in clause 28 shall apply in these Terms.

2. How the Sustainability Solutions Platform works

2.1 The Sustainability Solutions Platform is an intuitive, easy-to-use, web-based software platform which can be used by various categories of User. The Sustainability Solutions Platform generates Actionable Insights derived from existing, calculated or user entered data parameters, relating to a business's adoption of solutions, including but not limited to electric vehicles, electric vehicle charging and commercial solar.

2.2 Relationship Manager assisted use

- (a) A Relationship Manager Portal ("RM Portal") may be made available through which authorised NatWest Relationship Managers may access and use certain features of the Sustainability Solutions Platform on behalf of, or in support of, a business.
- (b) A Relationship Manager may, through the RM Portal: (i) create a business account on the Sustainability Solutions Platform; (ii) use available tools (including, but not limited to, the Buildings Planner, voltage optimisation, BEAT and vehicle analysis tools) to generate Actionable Insights for a business; (iii) invite Users to join a business and assign roles (owner, editor, viewer, or employee); and (iv) view the same results and outputs as would be available to the business directly.
- (c) Where a Relationship Manager acts on behalf of a business, that business authorises the Relationship Manager to input data parameters (including publicly available information) into the Sustainability Solutions Platform for the purpose of generating Actionable Insights, subject to clause 2.2(d). Where you are a sole trader, references to acting 'on behalf of' your business include acting on your behalf in relation to your sole trade.
- (d) A Relationship Manager shall not, without separately captured explicit customer instruction: (i) input NatWest-held confidential information (including energy pricing, annual electricity consumption, annual electricity spend data or fleet and vehicle cost and usage information held by NatWest) into the Sustainability Solutions Platform.
- (e) You may withdraw your authorisation for Relationship Manager assisted use under this clause 2.2 at any time.
- (f) Where a Relationship Manager invites a User to join a business, the invited User's access and use of the Sustainability Solutions Platform shall be governed by these Terms and that User must accept these Terms independently.

2.3 Connected Accounts

- (a) The Sustainability Solutions Platform enables businesses to establish connections with other businesses ("Connected Accounts") for the purpose of sharing limited sustainability-related information.
- (b) A business may send a request to connect with another business ("Connection Request"). Where the recipient business already has an account on the Sustainability Solutions Platform, the Connection Request will be delivered via email and platform notification.

Where the recipient does not have an account, the requesting business may invite the recipient to register.

- (c) Where two businesses are Connected Accounts, each business may view the following information about the other (the “Connected Account Data”): (i) business name; (ii) total potential CO2 savings for the business; and (iii) a table of recommended actions for the business which show total potential CO2 savings for each action.
- (d) Any business which is party to a Connected Account relationship may disconnect at any time by removing the connection through the Sustainability Solutions Platform.
- (e) A Relationship Manager may send Connection Requests and invite suppliers to connect on behalf of a business, subject to that business’s authorisation under clause 2.2.
- (f) You shall not use Connected Accounts or Connected Account Data for any purpose that is unlawful, that infringes the rights of any third party, or that is inconsistent with the purposes of the Sustainability Solutions Platform.

2.4 **No endorsement or verification.** You acknowledge and agree that neither Diode nor NatWest verifies, endorses or guarantees the accuracy, completeness or reliability of any information provided by or about third parties (including any Connected Account Data). You acknowledge that any such information has not been independently verified by Diode or NatWest. For the avoidance of doubt, nothing in this clause makes NatWest a party to these Terms or gives you any rights against NatWest under these Terms.

2.5 **Information-only outputs; no advice; no reliance.** You acknowledge and agree that all Actionable Insights, any Connected Account Data and any outputs generated through Relationship Manager assisted use are provided for general information purposes only and do not constitute financial, legal, energy, regulatory, tax, environmental or other professional advice. You must obtain independent professional advice before relying on any output. To the fullest extent permitted by law, you will not rely on any statement, output or information arising from or made available through the Sustainability Solutions Platform as advice from Diode or NatWest. You acknowledge and agree that outputs and reports generated by the Sustainability Solutions Platform are not designed, intended or suitable for use as a means of complying with any legal, regulatory or framework-specific disclosure or reporting requirement, or for making or supporting any public environmental or sustainability claim, without independent professional verification. For the avoidance of doubt, nothing in this clause makes NatWest a party to these Terms or gives you any rights against NatWest under these Terms.

3. **Your commitments**

3.1 You confirm that you have, and will continue to have, any and all necessary permissions and consents in order to:

- (a) Provide data parameters about your business including:
 - (i) business information including business addresses;
 - (ii) vehicle data (including registration numbers and telematics data);
 - (iii) employee names and email addresses;
 - (iv) any other relevant information in order to use the service(s).

- (b) Authorise a Relationship Manager to input data parameters (including, where applicable, NatWest-held confidential information such as energy pricing or consumption data) on your behalf, but only to the extent that you have the necessary permissions, consents and authorisations to permit such input and use of that data within the Sustainability Solutions Platform.
- 3.2 Connected Accounts permissions and warranties. Where you use the Connected Accounts feature, you warrant and represent that:
- (a) you have the authority to establish the connection and to share the Connected Account Data that will become visible to the connected business;
 - (b) the sharing of such data is lawful and does not breach any applicable data protection legislation, confidentiality obligation or contractual restriction; and
 - (c) you will not use Connected Account Data received from a connected business in breach of any third-party confidentiality obligation or for any purpose beyond the scope of the Connected Accounts feature.

4. **Licences and Intellectual Property Rights**

- 4.1 **Licence from Diode.** Diode grants to you a royalty-free, limited, non-exclusive, non-transferable, revocable right and licence, without the right to sublicense, to access and use the Sustainability Solutions Platform solely for the purpose of generating Actionable Insights for adoption, and being introduced to Service Providers through the Sustainability Solutions Platform. You further agree that you will not, except to the extent expressly permitted by these Terms or lawfully permitted pursuant to applicable law:

- (a) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Sustainability Solutions Platform in any form or media or by any means; or
- (b) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Sustainability Solutions Platform,

provided that nothing in this agreement shall prohibit you from taking screenshots, screengrabs, screen captures etc. and other forms of digital snapshots of the information available to you on the Sustainability Solutions Platform which can be used for your internal business purposes only.

- 4.2 **Responsibility for your employees, etc.** This clause 4.2 only applies to you if you are a business. You are responsible for all acts and omissions of any person using the Sustainability Solutions Platform on your behalf (including your employees, Relationship Managers, service providers or agents).

- 4.3 **Sustainability Solutions Platform Intellectual Property Rights.** You acknowledge and agree that Diode and its licensors own all Intellectual Property Rights in the Sustainability Solutions Platform and any associated documentation and other materials. Except as expressly stated in these Terms, these Terms do not grant you any rights to, under or in, any Intellectual Property Rights or any other rights or licences in respect of the Sustainability Solutions Platform, documentation or other materials.

5. **Updates, upgrades, maintenance and support**

- 5.1 **Changes to the Sustainability Solutions Platform.** Diode may, from time to time, make changes to the Sustainability Solutions Platform to:

- (a) improve, update or upgrade existing functionality or services;
- (b) introduce new functionality or services;
- (c) reflect changes to technology or market practice; or
- (d) ensure that the Sustainability Solutions Platform remains compliant with all applicable laws, legal obligations or regulations.

6. **Availability of the Sustainability Solutions Platform**

6.1 **Availability of the Sustainability Solutions Platform. Diode will use reasonable endeavours to** make the Sustainability Solutions Platform available during Normal Business Hours, subject to any emergency or scheduled maintenance.

6.2 **When the Sustainability Solutions Platform might not be available.** Diode shall not be responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet. You acknowledge that the Sustainability Solutions Platform may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

7. **Suspension**

7.1 **Suspension.** Diode may, without prejudice to any other rights or remedies available to it, suspend your access to, or use of, the Sustainability Solutions Platform in whole or in part immediately on notice to you if:

- (a) you are otherwise in material breach of your obligations under these Terms;
- (b) there is an attack on the Sustainability Solutions Platform or if Your Data is accessed or manipulated by a third party without your consent;
- (c) Diode is required by applicable law to suspend your access to, or use of, the Sustainability Solutions Platform; or
- (d) Diode reasonably believes that the suspension of the Sustainability Solutions Platform is necessary to protect its infrastructure, network or the use of the Sustainability Solutions Platform by other customers because of a threat to the security, integrity or use of the Sustainability Solutions Platform.

7.2 **Re-establishing access to the Sustainability Solutions Platform.** Diode shall use reasonable endeavours to re-establish or permit access to the Sustainability Solutions Platform as soon as possible following Diode's determination that the cause of the suspension has been resolved.

7.3 **Diode's liability.** Subject to clause 13, Diode shall have no liability whether under these Terms or at law to you for any exercise of its rights pursuant to this clause 7.

8. **Contractual relationships with Service Providers**

8.1 Following generation of Actionable Insights, if you wish to proceed with a Service Provider via the Sustainability Solutions Platform, you and that Service Provider must enter into an appropriate contract before any services are carried out. The parties understand and acknowledge that Diode is not liable to you for any loss or damage which you may suffer or incur under or in connection with the services, including, but not limited to:

- (a) any claim arising out of, or in connection with, the supply, non-supply or defective supply of the services; or
- (b) breach or default of the Service Provider under your contract.

9. **Not Used**

10. **Compliance**

Each party shall at its own expense comply with all laws and regulations relating to its activities under these Terms, as they may change from time to time, and with any conditions binding on it in any applicable licences, registrations, permits and approvals.

11. **Confidentiality**

11.1 **Obligations of confidentiality.** Each party undertakes that it shall not disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party (or of any member of the group of companies to which the other party belongs), except as permitted by clause 11.3.

11.2 **Passwords and access details.** You will keep confidential and not share with any third party your password or access details to the Sustainability Solutions Platform.

11.3 **Confidentiality exceptions.** Each party may disclose the other party's confidential information:

- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under these Terms. Each party shall procure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 11;
- (b) in the case of Diode, and subject to the terms of Diode's privacy policy referred to in clause 12:
 - (i) to its Service Providers who need to know such information and data to carry out relevant services; and
 - (ii) to its partners who may wish to contact a User with relevant offers on products and/or services they might be interested in; and
- (c) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

11.4 **Limited use of confidential information.** No party shall use any other party's confidential information for any purpose other than to perform its obligations under these Terms.

12. **Data protection**

How we may use your personal information. For the purpose of the data protection legislation Diode will be the controller of any personal data you chose to submit to the Sustainability Solutions Platform, any personal data submitted by individual Users linked to your business, and any personal data submitted by an authorised Relationship Manager on your behalf, and we will only use your personal information as set out in our **Privacy Policy**.

13. **Limitation of liability**

13.1 **Unlimited liability.** Nothing in these Terms shall limit or exclude:

- (a) the liability of either party for:
 - (i) **Death or personal injury.** Death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
 - (ii) **Fraud.** Fraud or fraudulent misrepresentation or wilful default; or
 - (iii) **Unlawful liability restrictions.** Any matter in respect of which it would be unlawful to exclude or restrict liability (it being recognised that what is lawful to exclude or restrict liability will differ depending on the type of User); or
- (b) (if you are a business) your liability for breach of clause 4.2.

13.2 Exclusions and limitations of liability. Subject to clause 13.1 above, and save as expressly and specifically provided in these Terms:

- (a) if you are a business (including anything entered by your employees) you assume sole responsibility for the accuracy and sufficiency of Your Data, and any results you obtain from the use of the Sustainability Solutions Platform, and for conclusions drawn from such use. Diode shall have no liability for any loss damage caused by errors or omissions in any information (including Your Data), instructions you provide to Diode in connection with the Sustainability Solutions Platform, or any actions taken by Diode at your direction;
- (b) if you are a business:
 - (i) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the greatest extent permitted by applicable law, excluded from these Terms;
 - (ii) the Sustainability Solutions Platform and any associated documentation and other materials are provided to you on an "as is" basis;
 - (iii) neither party shall under any circumstances whatever be liable to the other, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for:
 - (A) any loss of profit, sales, revenue, or business;
 - (B) loss of anticipated savings;
 - (C) loss of or damage to goodwill;
 - (D) loss of agreements or contracts;
 - (E) loss of use or corruption of software, data or information;
 - (F) any loss arising out of the lawful termination of these Terms or any decision not to renew its term; or
 - (G) any loss that is an indirect or secondary consequence of any act or omission of the party in question; and
- (c) if you are an Individual:
 - (i) Diode is not liable to you for business, as it is supplying services to you for your domestic and private use. If you use Diode's services for any commercial,

business or re-sale purpose, Diode will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

- 13.3 **No limitations in respect of deliberate default.** Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.

14. **Termination**

- 14.1 Diode may suspend your access to the Sustainability Solutions Platform without liability at any time or terminate our agreement with you under these Terms without liability to you at any time if:

(a) being a User:

(i) you use the Sustainability Solutions Platform:

- (A) in any way that breaches any applicable local, national or international law or regulation;
- (B) in any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect; or
- (C) knowingly to transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware;

- 14.2 **Termination for breach of compliance obligations.** Diode may terminate these Terms on notice with immediate effect if you are in material breach of your compliance obligations in clause 10.

15. **Consequences of termination**

- 15.1 On termination of these Terms for any reason:

- (a) all licences granted under these Terms shall immediately terminate and you shall immediately cease all use of the Sustainability Solutions Platform and any associated documentation or other materials; and
- (b) Diode may destroy or otherwise dispose of Your Data in its possession, unless Diode receives, no later than 20 days after the effective date of the termination of these Terms, a written request for the delivery to you of the then most recent back-up of Your Data. Diode shall use reasonable commercial endeavours to deliver the back-up to you within 30 days of Diode's receipt of such a written request at Diode's own cost.

- 15.2 **Clauses to remain in force on termination.** On termination of these Terms, the following clauses shall continue in force: clause 1 and clause 15 to clause 28 (inclusive).

- 15.3 **Accrued rights.** Termination of these Terms shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination.

16. **Disputes**

This clause shall apply only to you if you are a business.

- 16.1 Any dispute under these Terms shall be dealt with in accordance with the process set out in this clause 16, save that nothing in this clause shall prevent a party from seeking urgent interlocutory relief from a court.
- 16.2 Any dispute shall be referred to senior management representatives of each party, who shall attempt to resolve the dispute as soon as reasonably practicable, but in any event within 10 Business Days of receipt of notice of the dispute.
- 16.3 If senior management at each party is unable to resolve the dispute within such period, the parties shall attempt to resolve the dispute by mediation in accordance with the Centre for Effective Dispute Resolution ("**CEDR**") Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR. The mediation will take place in London and the language of the mediation will be English. The Mediation Agreement referred to in the Model Procedure shall be governed by, and construed and take effect in accordance with the substantive law of England and Wales.

17. **Force majeure**

Diode shall have no liability to you under these Terms if it is prevented from or delayed in performing its obligations under these Terms, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control (provided that you are notified of such an event and its expected duration), including, without limitation:

- (a) strikes, lock-outs or other industrial disputes (whether involving the workforce of Diode or any other party);
- (b) failure of a utility service or transport or telecommunications network;
- (c) act of God, war, riot, civil commotion or malicious damage;
- (d) compliance with any law or governmental order, rule, regulation or direction;
- (e) fire, flood, storm; or
- (f) epidemic or pandemic.

18. **Variation**

- 18.1 Diode has the right to revise and amend these Terms from time to time on giving you at least 30 days' notice:
- (a) to reflect changes in relevant laws and regulatory requirements;
 - (b) to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of Diode's services; and
 - (c) to implement significant amendments to the Terms or Diode's services, provided that Diode will notify you and you may then contact Diode to end your use of the Sustainability Solutions Platform.

19. **Waiver**

No failure or delay by a party to exercise any right or remedy provided under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the

further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

20. **Rights and remedies**

Except as expressly provided in these Terms, the rights and remedies provided under these Terms are in addition to, and not exclusive of, any rights or remedies provided by law.

21. **Severance**

21.1 **Deemed modification or deletion.** If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Terms.

21.2 **Obligation to negotiate compliance amendments.** If any provision or part-provision of these Terms is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

22. **Entire agreement**

22.1 **Entire agreement.** These Terms constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

22.2 **No reliance on matters outside agreement.** Each party acknowledges that in entering into these Terms it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms.

22.3 **Misrepresentation and misstatement.** Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms.

22.4 **Fraud.** Nothing in this clause shall limit or exclude any liability for fraud.

23. **Assignment**

23.1 Neither party shall, without the prior written consent of the other party, assign, transfer, charge, subcontract or deal in any other manner with all or any of your rights or obligations under these Terms.

24. **No partnership or agency**

24.1 **No partnership or agency between the parties.** Nothing in these Terms is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

24.2 **No agency on behalf of third party.** Each party confirms it is acting on its own behalf and not for the benefit of any other person.

24.3 **Relationship Manager authorisation.** Nothing in this clause 24 shall prevent a User from authorising a Relationship Manager to use the Sustainability Solutions Platform on their behalf in accordance with clause 2.2.

24.4 **NatWest not a party.** For the avoidance of doubt, nothing in these Terms makes NatWest a party to these Terms or creates any partnership or agency between you and NatWest or between Diode and NatWest. References to actions taken by a Relationship Manager (an employee of NatWest) reflect a separate authorisation from you to that person and do not make NatWest a party to these Terms.

25. **Third party rights**

Except as expressly stated in these Terms, a person who is not a party to these Terms (including NatWest Group plc and its affiliates) has no right to enforce any term of these Terms under the Contracts (Rights of Third Parties) Act 1999. The consent of any such person is not required to rescind or vary these Terms.

26. **Notices**

26.1 If you have any questions or complaints about the use of the Sustainability Solutions Platform, please contact us. You can telephone our customer service team on (020 3488 2638), email at help@diode.energy or write to us at Brackenfield House, Holton Road, Nettleton, Lincolnshire, LN7 6AW.

26.2 For questions or complaints about services that have been contracted, please contact your chosen Service Provider. For support with this you can telephone our customer service team on (020 3488 2638), email at help@diode.energy.

27. **Governing law and jurisdiction**

These Terms are governed by English law, and you can bring legal proceedings in the English courts. If you are an Individual and live in Scotland, you can bring legal proceedings in either the Scottish or the English courts. If you are an Individual and live in Northern Ireland, you can bring legal proceedings in either the Northern Irish or the English courts.

28. **Interpretation**

28.1 The following definitions and rules of interpretation apply in these Terms.

- (a) **Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
- (b) **Sustainability Solutions Platform:** Diode's proprietary software platform that allows Businesses and Individuals to enter certain data parameters to generate Actionable Insights and be connected with a Service Provider, as updated by Diode from time to time.
- (c) **Actionable Insights:** bespoke, interactive insights generated for a User to assess the viability of adopting appropriate solutions
- (d) **Service Provider:** a provider of services used to generate Actionable Insights, or provide the specific service, for example but not limited to, the provision of electric vehicles or commercial solar.
- (e) **Intellectual Property Rights:** means patents, utility models, rights to inventions, copyright and neighbouring and related rights, trademarks and service marks, business

names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

- (f) **Normal Business Hours.** 9.00am to 5.00pm on a Business Day.
- (g) **Telematics data:** vehicle trip data collected by vehicle tracking devices.
- (h) **Users:** a User can be either of the following:
 - (i) Business: A business that has been invited to use the Sustainability Solutions Platform and associated services.
 - (ii) Individual: An employee of a Business that is invited to use services within the Sustainability Solutions Platform.
- (i) **Your Business Address(es):** if you are a business, the address(es) you specify via the Sustainability Solutions Platform.
- (j) **Your Data:** the data which you input for the purpose of using the Sustainability Solutions Platform or facilitating your use of the Sustainability Solutions Platform. Your Data includes, among other things:
 - (i) if you are a business:
 - (A) Your Business Address(es);
 - (B) information entered to generate Actionable Insights;
 - (C) Employee contact details;
 - (D) Company vehicle registration details; and
 - (E) Vehicle data (including telematics data).
 - (ii) if you are an individual:
 - (A) Your residential address;
 - (B) Information entered to generate Actionable Insights.
 - (C) Your contact details;
 - (D) Vehicle data; and
 - (E) whether you have applied for any government grants, such as those offered by the Office of Zero Emission Vehicles (OZEV).
- (k) **Relationship Manager:** a NatWest relationship manager, asset finance specialist or other authorised NatWest personnel acting in that capacity who is authorised to access and use the RM Portal.

- (l) **RM Portal:** the portal through which Relationship Managers may access and use certain features of the Sustainability Solutions Platform on behalf of businesses, as described in clause 2.2.
- (m) **Connected Accounts:** a connection established between two businesses through the Sustainability Solutions Platform in accordance with clause 2.3.
- (n) **Connection Request:** a request sent by one business to another to establish a Connected Account, as described in clause 2.3(b).
- (o) **Connected Account Data:** the limited sustainability-related information that is shared between Connected Accounts, as defined in clause 2.3(c).

28.2 **Headings.** Clause headings shall not affect the interpretation of these Terms.

28.3 **Person.** A "**person**" includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

28.4 **Holding company, subsidiary.** A reference to a "**holding company**" or a "**subsidiary**" means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006.

28.5 **Singular and plural.** Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

28.6 **Gender.** Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

28.7 **Legislative references.** Unless expressly provided otherwise in these Terms, reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.

28.8 **Legislative references and subordinate legislation.** Unless expressly provided otherwise in these Terms, a reference to legislation or a legislative provision shall include all subordinate legislation made from time to time.

28.9 **Clauses.** References to clauses are to the clauses in these Terms.