H2 SUSTAINABLE HOSPITALITY TOOLBOX

Terms and Conditions (Master Agreement)

Effective Date: 25 July 2026

1. Introduction

These Terms and Conditions ("Terms") govern access to and use of the H2 Sustainable Hospitality Toolbox (the "Toolbox"), a subscription platform owned and operated by H2 Sustainability Consulting ("H2", "we", "us", or "our"), founded by Hervé Houdré. The Toolbox provides sustainability guidance, resources, and advisory tools to hospitality professionals worldwide, structured around the H2 AEQUOR method.

These Terms apply together with the Subscription Terms, Intellectual Property & Acceptable Use Policy, Privacy Policy, and Disclaimer (together, the "Toolbox Policies"), each of which is incorporated into these Terms by reference. Section 22 (Order of Precedence) explains how these documents interact if a conflict arises.

2. Definitions

- "Content" means all materials made available through the Toolbox, including Essentials documents, Guidelines documents, H2 Prism Briefs, templates, checklists, frameworks, roadmaps, graphics, illustrations, videos, and any future materials H2 makes available.
- "Member" or "Subscriber" means any individual or entity that accesses or uses the Toolbox, whether or not a paid subscription is currently active, including during any trial period or while payment is pending. This ensures these Terms and the Toolbox Policies apply from the moment of first access.
- "Subscription Level" means each of the three membership tiers described in Section 6: Sustainability Access, Sustainability Framework, and Sustainability Partnership.
- "AEQUOR Advisory" means the interactive advisory feature described in Section 10.
- "Platform" means the website located at h2sustainabilityconsulting.com and any associated member area, account portal, or application through which the Toolbox is delivered.
- "Corporate Account" means a subscription held by, or used on behalf of, a company, hotel group, or other organisation, including where multiple individual users access the Toolbox under that organisation's subscription.

3. Acceptance of Terms

By creating an account, subscribing to any Subscription Level, or otherwise accessing or using the Toolbox, you confirm that you have read, understood, and agree to be bound by these Terms and the Toolbox Policies. If you do not agree, you must not access or use the Toolbox.

If you are accepting these Terms on behalf of a company or other organisation, you confirm that you have the authority to bind that organisation, and "you" in these Terms refers to that organisation as well as to you individually.

4. Eligibility

The Toolbox is intended for hospitality professionals, including hoteliers, general managers, engineers, sustainability officers, corporate sustainability executives, owners, developers, and (where separately agreed) approved vendors. You must be at least 18 years old and capable of forming a binding contract in your jurisdiction to subscribe.

H2 reserves the right to decline, suspend, or terminate access for any applicant or Member at its reasonable discretion, including where H2 believes the Toolbox is being accessed for purposes inconsistent with its intended professional use.

5. Description of the H2 Sustainable Hospitality Toolbox

The Toolbox is a practical, expert-developed platform designed to support hotel owners, operators, and project teams in building and operating more sustainable, efficient, and future-ready hospitality assets. It is structured around five pillars: Sustainability Management, Social Responsibility, Cultural Heritage, Environmental Protection, and Responsible Sourcing & Procurement, and is powered by the H2 AEQUOR method.

H2 may add, remove, update, or modify Content, features, and functionality of the Toolbox from time to time, in each case with the aim of improving the service. Where a change materially reduces the Content or functionality available at a given Subscription Level, H2 will provide at least fourteen (14) days' notice. Adding new Content, or routinely updating, replacing, or refreshing existing Content, does not require notice, provided the overall value of the Subscription Level remains substantially the same.

6. Subscription Levels

The Toolbox is offered at three Subscription Levels: Sustainability Access, Sustainability Framework, and Sustainability Partnership. The current scope of each Subscription Level, including pricing, is set out on the Platform and in the Subscription Terms, which are incorporated into these Terms by reference. Pricing and scope displayed on the Platform are provided for information and do not constitute a binding offer; the price and scope actually confirmed to a Member at checkout, or set out in the Subscription Terms, governs in the event of any discrepancy (for example, arising from a display error or stale cached page), except where H2 has agreed different terms with a Member in writing.

Sustainability Partnership is provided under a separate consulting agreement negotiated directly with H2, and is not governed by the online sign-up flow used for Sustainability Access and Sustainability Framework.

7. User Accounts

To access the Toolbox, you must register for an account and provide accurate, current, and complete information. You are responsible for maintaining the confidentiality of your login credentials and for all activity that occurs under your account.

You are responsible for using a strong, unique password meeting any then-current complexity requirements published by H2, and must not use automated scripts, bots, or similar tools to access your account or the Toolbox.

You must notify H2 promptly at herve@houdre.com if you become aware of any unauthorised use of your account. H2 is not liable for any loss arising from unauthorised use of an account unless caused by H2's own wilful misconduct.

Accounts are personal to the Member (or, for a Corporate Account, to the named authorised users of that organisation) and may not be shared with, transferred to, or used by any third party except as expressly permitted under a Corporate Account arrangement agreed in writing with H2.

8. Permitted Use

Subject to these Terms, H2 grants each Member a right to access and use the Toolbox and Content for their own internal, professional purposes in connection with the operation, development, or advisory oversight of hospitality assets. Detailed permitted and prohibited uses of Content are set out in the Intellectual Property & Acceptable Use Policy, which forms part of these Terms.

9. Intellectual Property

9.1 Ownership

All Content, together with the H2 Sustainable Hospitality Toolbox name, the H2 AEQUOR method and mark, Value-Driven Sustainability, AEQUOR Advisory, and all related trademarks, logos, and materials, are owned by H2 or its licensors and are protected by copyright, trademark, and other intellectual property laws. Nothing in these Terms transfers ownership of any intellectual property to any Member.

9.2 Licence Granted

H2 grants each Member a limited, non-exclusive, non-transferable, non-sublicensable licence, personal to that Member, to access and use the Content solely as permitted under the Intellectual Property & Acceptable Use Policy and for the duration of an active subscription. Being personal to the Member, this licence does not permit sharing of login credentials with, or use of the account by, any other individual, except for named users under an agreed Corporate Account. This licence terminates automatically on expiry, cancellation, or termination of the relevant subscription.

9.3 Restrictions on Use

Except as expressly permitted, Members must not copy, redistribute, resell, sublicense, publish, post online, upload to any shared drive or intranet, or otherwise make Content available to any

third party, whether or not for commercial gain. Full detail is set out in the Intellectual Property & Acceptable Use Policy.

9.4 AI and Machine Learning Restrictions

Members must not use any Content to train, fine-tune, prompt, benchmark, or otherwise develop any artificial intelligence (AI) or machine learning model or system, whether by direct upload, application programming interface (API), bulk extraction, or any other means, and regardless of whether the AI system is public, private, or a member's own enterprise instance. This restriction applies regardless of whether the resulting model is used commercially or internally.

Each Member acknowledges that a breach of this Section 9.4 may cause H2 immediate and irreparable harm that could be difficult to fully remedy through monetary damages alone, and that H2 may accordingly seek injunctive relief to prevent or stop such a breach, in addition to any other remedy available at law.

10. AEQUOR Advisory

AEQUOR Advisory allows Members to submit questions and receive structured guidance based on the H2 AEQUOR method, up to the monthly allowance included in their Subscription Level. Responses are general professional guidance based on the information provided by the Member and are not a substitute for a site-specific assessment, and do not constitute legal, engineering, architectural, accounting, tax, or regulatory advice.

H2 does not warrant that AEQUOR Advisory responses will be error-free or complete. Members remain solely responsible for verifying any guidance received against applicable local laws, codes, and regulations, and for any decisions made in reliance on it. Unused monthly allowances do not carry over to subsequent months unless expressly stated otherwise on the Platform.

11. External Resources

The Toolbox may reference or link to third-party websites, standards, certification bodies, or resources for convenience. H2 does not control and is not responsible for the content, accuracy, or availability of external resources, and inclusion of a link or reference does not imply endorsement.

12. Payments

Subscription fees are set out in US$ on the Platform and are payable in advance, monthly or annually depending on the option selected, by the payment methods made available at checkout. Fees are processed by a third-party payment processor; H2 does not directly store full payment card details.

All fees are exclusive of applicable taxes, duties, and levies, which will be added where required by law. H2 reserves the right to change Subscription Level pricing on a prospective basis, for new and existing Members, with notice provided in accordance with Section 24 before any change applies to a Member's next renewal.

Overdue amounts may accrue interest at 1.5% per month (or the maximum rate permitted by applicable law, if lower), and H2 may recover reasonable costs of collection, including legal fees, incurred in recovering unpaid fees.

13. Refunds

Except as required by applicable law or as expressly set out below, subscription fees are non-refundable once a billing period has commenced, reflecting the immediate availability of digital Content upon subscription. This position has been confirmed as enforceable, provided the checkout process obtains the Member's express consent to immediate access and acknowledgment of the loss of any statutory withdrawal right, and H2 provides confirmation of this on a durable medium (such as the subscription confirmation email). No first-billing-cycle carve-out is required once this consent is properly obtained.

For Members located in the European Union (EU), United Kingdom (UK), or other jurisdictions granting a statutory right of withdrawal for digital content, that right ends once performance has begun, provided H2 has obtained the Member's prior express consent to immediate access and their acknowledgment that they lose the right of withdrawal once access begins. H2 will obtain this consent and acknowledgment via a separate checkbox at checkout, distinct from general acceptance of these Terms.

Where H2 has materially failed to provide access to a Subscription Level's core Content for reasons within H2's control, H2 may, at its discretion, issue a partial or full refund or service credit for the affected period.

14. Renewals

Subscriptions renew automatically at the end of each billing period (monthly or annual, as selected) at the then-current price for the relevant Subscription Level, unless cancelled in accordance with Section 15 before the renewal date. H2 will make reasonable efforts to notify Members in advance of any price change taking effect at renewal.

15. Cancellation and Downgrades

Members may cancel their subscription at any time through their account settings or by written request to herve@houdre.com. Cancellation takes effect at the end of the current billing period; access to the Toolbox continues until that date, and no partial-period refund is issued except as set out in Section 13.

Members on Sustainability Framework may downgrade to Sustainability Access by giving at least fourteen (14) days' notice before the end of the current billing period, with the downgrade effective from the next billing period. Where a downgrade occurs mid-cycle, any Sustainability Framework services already scheduled or in progress for that billing period (such as a monthly advisory session or roadmap support work) will be completed or, at H2's discretion, an equivalent credit applied; ongoing multi-month roadmap engagements will be assessed on a case-by-case basis and, where applicable, brought to a natural stopping point rather than left incomplete.

16. Suspension or Termination

H2 may suspend or terminate a Member's access to the Toolbox, with or without notice, if the Member breaches these Terms or the Toolbox Policies, including any breach of the Intellectual Property & Acceptable Use Policy, fails to pay applicable fees, or uses the Toolbox in a manner that H2 reasonably believes poses a risk to H2, other Members, or third parties.

On termination for breach, no refund of fees already paid will be issued, without prejudice to any other remedies available to H2.

17. Force Majeure

H2 is not liable for any failure or delay in providing the Toolbox caused by circumstances beyond its reasonable control, including internet or cloud service provider outages, widespread infrastructure failures, natural disasters, acts of government, labour disputes, or other events of force majeure. H2 will make reasonable efforts to resume normal service as soon as practicable.

18. Corporate, Enterprise, and Data Processing Arrangements

Sustainability Framework may be deployed at portfolio level through a tailored Enterprise structure, and Sustainability Partnership is provided under a separate consulting agreement, in each case as agreed directly with H2.

Where a Corporate Account's use of the Toolbox involves H2 processing personal data on behalf of that organisation in a manner that requires a data processing agreement under applicable law (including the General Data Protection Regulation (GDPR) or the UK GDPR), H2 will provide a data processing addendum on reasonable request. Absent such an addendum, the Privacy Policy governs H2's handling of personal data.

19. Disclaimers

The Toolbox and all Content are provided "as is" and "as available", without warranties of any kind, whether express or implied, including as to accuracy, completeness, fitness for a particular purpose, or non-infringement, to the maximum extent permitted by applicable law. Further detail is set out in the Disclaimer document, which is incorporated into these Terms by reference.

Nothing in the Toolbox constitutes legal, engineering, architectural, accounting, tax, environmental compliance, or regulatory advice, and no Content guarantees any certification, return on investment, cost saving, Environmental, Social and Governance (ESG) score, or regulatory compliance outcome.

20. Limitation of Liability

To the maximum extent permitted by applicable law, H2's total aggregate liability to a Member arising out of or in connection with these Terms, whether in contract, tort, or otherwise, shall not exceed the lesser of (a) the applicable cap for that Member's Subscription Level — US$2,500 for

Sustainability Framework and Sustainability Partnership, or US$500 for Sustainability Access — or (b) the total fees paid by that Member to H2 in the twelve (12) months preceding the event giving rise to the claim.

To the maximum extent permitted by applicable law, H2 shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or for any loss of profits, revenue, data, goodwill, or business opportunity, arising out of or in connection with the Toolbox.

Nothing in these Terms limits or excludes liability for death or personal injury caused by negligence, wilful, wanton, or intentional misconduct, fraud or fraudulent misrepresentation, or any other liability that cannot be limited or excluded under applicable law. This tiered cap structure and these carve-outs have been confirmed as enforceable under Delaware law for B2B contracts by H2's counsel.

21. Indemnification

Each Member agrees to indemnify and hold harmless H2, its officers, employees, and contractors from and against any claims, damages, liabilities, costs, and expenses (including reasonable legal fees) arising out of that Member's breach of these Terms, misuse of the Content, or violation of applicable law, except to the extent caused by H2's own negligence or wilful misconduct.

22. Governing Law and Dispute Resolution

These Terms are governed by the laws of the State of Delaware, United States (US), without regard to its conflict of laws principles, consistent with H2's state of incorporation.

Any dispute, controversy, or claim arising out of or relating to these Terms, including the formation, interpretation, breach, or termination thereof, shall be resolved as follows. The parties shall first attempt in good faith to resolve any dispute promptly through negotiation between executives or individuals who have authority to settle the matter. If not resolved within thirty (30) days, the parties may, by mutual agreement, attempt to settle the dispute by mediation before proceeding further. Any dispute not resolved through negotiation or mediation within sixty (60) days of the initial notice of dispute shall be finally settled by binding arbitration administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules, seated in Wilmington, Delaware, rather than through court litigation. This pairing of Delaware governing law, a Wilmington seat, and AAA arbitration has been confirmed by H2's counsel as a robust, standard choice for a Delaware-incorporated entity, with AAA awards generally enforceable across borders under the New York Convention.

23. Order of Precedence

These Terms and the Toolbox Policies together form the entire agreement between H2 and each Member regarding use of the Toolbox, and supersede any prior agreements or understandings. If there is a conflict between these Terms and any Toolbox Policy on a given point, these Terms govern, except that: (a) the Subscription Terms govern the specific scope of each Subscription

Level; and (b) a separate signed consulting agreement for Sustainability Partnership governs in place of these Terms to the extent of any conflict.

24. Changes to Terms

H2 may update these Terms from time to time to reflect changes to the Toolbox, legal or regulatory requirements, or business practice. H2 will post the updated Terms on the Platform with a revised effective date and, for material changes, will make reasonable efforts to notify active Members (for example by email) at least thirty (30) days before the change takes effect. Continued use of the Toolbox after that date constitutes acceptance of the updated Terms.

25. Contact Information

Questions about these Terms may be directed to:

H2 Sustainability Consulting

Attn: Hervé Houdré

Greenwich, CT - USA

Email: herve@houdre.com

Telephone: +1-347-371-3683