



## ENHESA GROUP GENERAL TERMS AND CONDITIONS

The purpose of these Enhesa Group General Terms and Conditions (“**General Terms**”) is to establish the terms and conditions under which Customer may purchase Subscription Services and/or Advisory Services or any other Services from any Company entity and which shall be further detailed in any relevant Statement of Work signed by Customer. Company and Customer may be referred to individually as Party or collectively as Parties herein.

### 1. Interpretation

1. In these General Terms and a Statement of Work:

a. “**Affiliate**” means either an entity that owns or controls (“**Parent Entity**”) or is owned or controlled by (“**Subsidiary**”) or is or under common control or ownership with another entity, where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of more than 50% of the shares of voting securities, by contract or otherwise.

b. “**Advisory Services**” are the Services designated Expert Support Services or ‘ESS’ as detailed in the Statement of Work. Reports provided by Company to Customer pursuant to Advisory Services are Deliverables.

c. “**Advisory Fees**” are fees to be paid by Customer for the Advisory Services as set out in the Statement of Work.

d. “**Authorized Agent**” is any third party, such as an attorney, accountant, auditor, or other professional, legal, or technical adviser engaged by Customer that is informed of and subject to the terms and conditions contained in this Agreement.

e. “**Bribery Laws**” means all worldwide applicable legislation, regulations, and code in relation to anti-bribery or corruption.

f. “**Company**” means ENHESA NV, ENHESA INC., CW RESEARCH LTD., SCIVERA LLC, TIMBERLAKE VENTURES INC. d/b/a Toxplanet, REGSCAN LLC, or such other subsidiaries or Affiliates of Company as set out in the relevant Statement of Work.

g. “**Competitor**” means any legal entity currently designing and/or manufacturing and/or marketing or being able to design or manufacture or market within a short period of time, products or services which may be deemed from a customer perspective to be substitutable to the products or services of the Company.

h. “**Confidential Information**” means any information (regardless of the form in which it is recorded or communicated) provided by one Party (“**Disclosing Party**”) to the other Party (“**Recipient**”) which pertains to financial, operational, business, or non-public information held by the Parties. It includes all Content, Reports and other data, the format and structure of all reports, documents, specifications, oral and written presentations, software and documentation and other material (whether in electronic or hard copy form) prepared by the Disclosing Party for the Recipient, the methodologies used by the Disclosing Party and all other information disclosed to the Recipient that should reasonably be considered to be confidential in nature. Confidential Information shall not include information that (i) is or becomes publicly known through no breach by the Recipient of its obligations hereunder; (ii) was in the Recipient’s lawful possession before the disclosure; (iii) is lawfully disclosed to the Recipient by a third party without restrictions on disclosure; (iv) is independently developed by a Party without making use of any Confidential Information or (v) is disclosed by Customer to Company’s editorial and/or events teams in connection with editorial and/or

events content output which may be made publicly available unless otherwise expressly prohibited by Customer.

i. “**Content**” means any data and information that is protected by Intellectual Property Rights, provided by Company, and accessed by Customer as part of the Subscription Services. The Company’s downloadable scorecards are considered part of the Content but may be adapted by Customer into Derivative Works.

j. “**Customer**” shall have the meaning defined in the relevant Statement of Work and includes any Subsidiaries.

k. “**Customer Content**” means any data and information owned by Customer and collected through the provided Services. Such Customer Content may include without limitation any databases, text, electronic documents, images, and Personal Data processed in order to provide the Services.

l. “**Data Protection Legislation**” means all regional-, state-, national- and international legislation applicable to the processing of Personal Data, including but not limited to EU (European Union) Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter also referred to as the “**GDPR**”).

m. “**Deliverables**” means any bespoke or customized work product created by Company pursuant to Advisory Services as set out in a Statement of Work.

n. “**Derivative Works**” means the documents and work product prepared by Customer with reference or integration of Content that is not a simple reproduction of said Content.

o. “**End-User**” means a person authorized to use the Services in accordance with these General Terms.

p. “**Effective Date**” means the date on which the Services as set out in the Statement of Work are scheduled to start.

q. “**Intellectual Property Rights**” means patents, trademarks, service marks, registered designs (including any applications for any of those rights), trade and business names (including internet domain names and email addresses), (unregistered) trademarks and service marks, copyrights, database rights, know-how, rights in designs and inventions, trade secrets, rights in data, rights in confidential information and rights of the same or similar effect or nature in each case in any jurisdiction.

r. “**Personal Data**” means any data related to an identified or identifiable natural person.

s. “**Platform(s)**” means the Company’s interface and online environments that provide Customer with access to the Content.

t. “**Report**” means any report or document reviewed, amended, produced, created, or developed by Company as part of the Services.

u. “**Services**” means any Services provided by Company, including the Subscription Services and Advisory Services, as detailed in the relevant Statement of Work.

v. “**Statement of Work**” or “**SOW**” means the specific contract executed between Parties, detailing the work to be performed by Company and any additional reciprocal rights and obligations of Parties.

w. “**Subscription Fees**” means the Subscription Services fee, payable to Company in accordance with the provisions set out in the relevant Statement of Work and these General Terms.

x. “**Subscription Services**” means the services provided by Company to Customer detailed in the relevant Statement of Work, granting the Customer online access to Company’s regularly updated Content through the Platform(s) and any ancillary services thereto, for the duration of the agreement between Parties.

2. Any phrasing following the expressions “including” “include” “such as” “in particular” or any similar expression is to be construed as illustrative.

3. By signing a Statement of Work or issuing a purchase order based on the same, Customer agrees to be bound by these General Terms and Conditions.

## **SUBSCRIPTION SERVICES TERMS AND CONDITIONS**

### **2. Subscription Services**

1. These General Terms, together with the relevant Statement of Work, determine the rights and obligations of the Parties regarding the subscription, access and use of the Content provided by Company.

2. Each Statement of Work constitutes a separate contract between Company and Customer. The relevant Statement of Work will include, at a minimum, (i) the Term of the Subscription, (ii) the scope of use of the Subscription Services, including without limitation the nature, characteristics, geographic scope (where applicable) and/or thematic scope of the accessible Content and (iii) pricing and other details.

### **3. Company's obligations**

1. Company grants Customer a non-exclusive, non-transferable, non-perpetual worldwide licence to use the Content for internal business purposes, subject to the duration of the Subscription Services. Customer shall not use the Content for any other purposes without the prior written consent of Company. Using the Content in a commercial setting by providing (in)direct access or reports to third parties, is forbidden and is considered a material breach of contract.

2. Company shall use commercially reasonable efforts to maintain the continuity of the Subscription Services, but will not be liable for any temporary suspension, interruption, unavailability, hacking, intrusion, or fault occurring in the Subscription Services for reasons or causes beyond Company's control.

3. Company has compiled the Content from sources believed to be reliable and will make commercially reasonable efforts to ensure the accuracy and reliability of the information. However, Company makes no warranty, express or implied, that the Content is 100% complete between updates. This is due to constantly changing regulations and the lead time required to process these. The Content is presented "as is" and should not be used in substitution for Customer's own independent investigations and sound judgment regarding suitability for Customer's business. The Customer acknowledges and agrees that (i) the use of any recommendations, Content, Reports, or other documents provided or prepared by the Company will be at Customer's sole discretion and that (ii) Customer must exercise proper judgment in using any information provided in order to comply with applicable legislation and regulations. The Documents do not constitute nor should be considered as legal advice.

### **4. Customer's obligations**

1. Customer will not (i) sell, transfer, license, sub-license, loan, publicly display or otherwise use the Content on a commercial basis, defined as reselling or leveraging to induce a third party into a commercial transaction; or (ii) otherwise alter, duplicate, redistribute or publish to third parties or make publicly available in any way all or any part of the Content; or (iii) attempt to copy, reverse engineer, decompile, disassemble or otherwise attempt to derive the source codes of any part of the Content or Platform(s); or (iv) extract and/or re-utilize and/or integrate any part of the Content within its own products or other services to be subsequently distributed to third

parties. Commercial distribution or redistribution are prohibited and are considered a material breach of contract.

2. Customer will take reasonable measures to ensure that End-Users keep their username and password safe and confidential. Customer will be ultimately responsible and liable for any unauthorised use of End-Users' usernames and passwords or other log-in information.

3. Customer shall not (i) provide access to the Content or any portion thereof to any third party that is not explicitly bound by the terms of this agreement other than as authorised in these General Terms or a Statement of Work; or (ii) make the Subscription Services available in whole or in part, in any form such as through resale, commercial distribution, third-party software platform or service bureau, or in any other way allow third parties to use or exploit the Subscription Services. Authorized Agents must be informed in writing of the existence of these General Terms, will be under no less strict obligations as Customer under all provisions of these General Terms and Section 21.1 below will fully apply; or (iii) access the Subscription Services in order to build a competitive product or service, or to build a product using similar ideas, features, functions or graphics of the Subscription Services, or to copy any ideas, features, functions or graphics of the Subscription Services; or (iv) engage in web scraping or data scraping on or related to the Subscription Services, including without limitation collection of information through any software that simulates human activity or any bot or web crawler; or (v) use the Subscription Services to support activities prohibited by any applicable laws (e.g. money laundering); or (vi) misuse the Subscription Services or help anyone else to do so, including without limitation doing or attempting to create false accounts.

4. In the event that Company obtains evidence of any breach of the requirements of this section by Customer or by its End-Users or Authorized Parties, Company may, at its sole discretion, (i) suspend all access to the Subscription Services and/or the Content; (ii) report such breach to the relevant authorities when required by applicable law or (iii) terminate the agreement with immediate effect.

### **5. Customer Content**

1. Customer owns Customer Content and all Intellectual Property Rights and other associated rights.

2. Customer Content may be transferred to Company in conjunction with the provision of the Services, including the production of Deliverables.

3. Company is not responsible or liable for the accuracy of Customer Content uploaded by Customer to the Platform.

4. Customer grants Company a limited, non-exclusive, and revocable right to leverage Customer Content for the purpose of providing and improving the Services, provided Company does not otherwise violate the Agreement via such use.

### **6. Termination for Convenience of Non-Fixed-Term Agreements**

1. If the Statement of Work does not stipulate a fixed term, and unless otherwise agreed in writing, the agreement shall remain in place unless terminated by either Party upon written notice at least sixty (60) before the anniversary of the Effective Date, with termination taking effect on the anniversary of the Effective Date.

2. Upon termination, access to the Content and Customer's right to use the Subscription Services will immediately cease. Subscription Fees are non-cancellable and non-refundable. Customer's termination for convenience shall not decrease their

obligations or sever Customer's obligation to pay for all amounts under contract.

## ADVISORY SERVICES TERMS AND CONDITIONS

### 7. Company's obligations

1. Deliverables provided by Company pursuant to Advisory Services shall constitute "works made for hire" with all relevant rights and assignments in said work product to Customer. Customer shall not, however, obtain any right to the underlying intellectual property, methodology, or know-how which generated or was integrated into the Deliverables. These will remain the property of Company.

2. Company has compiled the Deliverables from sources believed to be reliable and will make commercially reasonable efforts to ensure the accuracy and reliability of the information. Company warrants that its Deliverables are provided in a competent and workmanlike manner. Company disclaims any warranties as it concerns Customer's implementation of any Deliverables and further disclaims any warranty associated with fitness for purpose beyond the date of receipt by Customer. For the avoidance of doubt, the lack of extended warranty is understood by the Parties as a consequence of regulations and laws having fluidity beyond Company's control.

### 8. Customer's obligations

1. Customer and any of its agents, subcontractors, or designees, will provide Company, at no cost to Company and without delay, with all information, software, materials, documentation, resources, and facilities reasonably requested by Company to enable Company's performance of any Statement of Work. Any delay arising from Customer's failure to comply with this section may result in a suspension of performance by Company. No delay caused by Customer's non-compliance with this section shall entitle Customer to an extension of the underlying SOW (Statement of Work).

2. Customer shall reimburse Company for all expenses pre-approved in connection with the provision of the Advisory Services, including all reasonable travelling and other expenses related to on-site Customer meetings and/or on-site audits, provided that receipts or invoices are provided.

### 9. Term

1. Unless terminated in accordance with the provisions of these General Terms and notwithstanding any stipulations to the contrary in the relevant Statement of Work, the Advisory Services will commence on the Effective Date and continue until completion of the Advisory Services, unless Parties agree otherwise in writing.

## ATTENDANCE OF EVENTS

### 10. Events rules

1. Where Services include attending Events organized by the Company, Customer shall comply with the following obligations:

- i. Customer fees in relation to Events must be paid in full in advance of attendance. Where Customer contacts Company to cancel a booking, this will be subject to a full refund if more than 60 days before the Event or a 50% refund if more than 30 days. Thereafter there will be no refund.
- ii. Customer must book and pay for their own travel and accommodation costs when attending an Event.

iii. In relation to a certain Event, the total liability of Company for any act or omission by its personnel or its agents shall not exceed the amount of the price paid for the Event's booking.

2. Customer agrees to hold harmless, indemnify and reimburse Company from and for any sums, costs, or expenses incurred by Company or paid by Company to any person (including Customer or Customer's insurers) in connection with any accident, loss, damage, injury to person or property, or death sustained by Customer or others due to Customer's (attendant's) gross negligence, intentional, or willful misconduct at any Event.

## GENERAL PROVISIONS

### 11. Intellectual Property Rights

1. Company owns the Content and all Intellectual Property Rights and other associated rights to the Content offered through the Services, including rights to any updated Content, Reports and materials that may be offered throughout the term of the agreement. This includes information, know-how, tools, algorithms, models, methodologies, and techniques, whether created during or prior to the performance of the Services. Alternatively, Company has secured all necessary or appropriate licenses or permissions from third party owners, sufficient for Company to grant the license contemplated herein.

2. Company owns the title, ownership rights and Intellectual Property Rights in any Deliverables until payment in full by Customer, at which point ownership is vested in Customer under the conditions of clause 7.1.

3. The rights of Customer to use any Content, Reports and Deliverables are limited as set out in these General Terms. For the avoidance of doubt, Customer shall not obtain, with the exception of any Deliverables, any right of ownership or title to the Content, Reports materials, Events materials, information, know-how, tools, models, methodologies, and techniques.

4. Save as set out in these General Terms, no license under any Intellectual Property Rights owned or controlled by Company is granted or implied.

5. Infraction of this Section shall be considered a material breach of contract.

### 12. Confidentiality

1. Parties will each keep the other's Confidential Information confidential and will not (i) disclose the Confidential Information to any third party without the prior written consent of the other, unless required to do so by law to any court of competent jurisdiction or by any regulatory or administrative body; or (ii) use the Confidential Information for any purpose except the exercise of their rights and obligations under these General Terms or a Statement of Work.

2. Prior to disclosure of Confidential Information pursuant to a court order, the Parties agree to provide notice of the intended disclosure sufficiently in advance of the disclosure in order to allow the other Party to seek a protective order prohibiting disclosure of the Confidential Information. Parties shall cooperate in the assertion of any necessary redactions or assertions of privilege pursuant to such an order.

3. Parties may disclose Confidential Information only their directors, officers, employees, or Authorized Agents who need to know such information to fulfil obligations under this Agreement. Parties will ensure that the Receiving Parties are aware of and comply with the conditions of use of the Confidential Information contained in these General Terms or with terms more restrictive than those contained herein. Parties shall remain responsible for any breach of

these General Terms by any of the Representatives or any third party to whom it discloses Confidential Information.

4. Whenever Customer needs to disclose Confidential Information to any Authorized Agent, they must be informed in writing of the existence of these General Terms and will be under no less strict confidentiality obligations as Customer under these General Terms and Section 21.1 below will fully apply.

5. Upon termination of a Statement of Work, either Party may require the other Party to return all Confidential Information (and all copies thereof) or to destroy it. Either Party may, upon simple notice, request the other Party to provide proof of proper transfer or destruction.

### **13. Representations and warranties**

1. Company warrants that it:

- i. is free to enter into any Statement of Work and that as far as it is aware there is no right exercisable by any third party which may prevent or restrict it from performing its obligations and;
- ii. has the expertise necessary to provide the Services efficiently and that all the Services shall be performed by adhering to professional standards and with reasonable care and skill, and;
- iii. is the owner of all Content or the holder of a valid license thereto.

2. All warranties implied by statute or common law are, to the fullest extent permitted by applicable law, disclaimed by Company.

### **14. Indemnification and liability**

1. Except for (a) a breach of indemnity obligations; (b) a breach of confidentiality obligations, (c) a Party's gross negligence or willful misconduct; or (d) Customer's breach of Section 11 (IP rights), a Party's total aggregate liability in respect of all claims cumulatively arising from and relating to

- i. the provision of the Subscription Services in any one calendar year, shall be limited to an amount equal to the annual Subscription Fees paid for the Subscription Services under the Statement of Work for that calendar year, and;
- ii. the provision of Advisory Services, shall be limited to an amount equal to the total Advisory Fees paid for the Advisory Services received under the Statement of Work relating to those Advisory Services.

2. Neither Party shall be liable to the other Party, whether in contract, tort (including all types of negligence), breach of statutory duty or otherwise, for (i) any indirect, incidental, special or consequential loss or damage; or (ii) any loss of profits, contract, turnover, data, business opportunities, anticipated savings or damage to goodwill (whether direct or indirect).

3. Nothing in these General Terms or a Statement of Work excludes the liability of either Party for (i) death or personal injury caused by either Party's gross negligence or wilful misconduct; (ii) fraud or fraudulent misrepresentation, or (iii) any other liability that cannot be excluded by law.

4. Each Party agrees to indemnify and defend the other Party, its Affiliates and their respective directors, officers, employees, and agents ("Indemnitees") from and against any and all claims, costs, expenses, liabilities, damages, and losses (including reasonable legal expenses and attorneys' fees) resulting from any third party suits, claims, actions or demands caused by a Party's: (i) negligence, recklessness, intentional or wilful malfeasance or misconduct, (ii) violation of applicable laws; (iii) material breach of any provision of these General Terms or a Statement of Work or (iv) the direct

infringement of any patent, copyright, trade secret, or other Intellectual Property Right.

5. Neither Party's obligation to indemnify the other shall apply to the extent the applicable claim was caused by an act, omission, or negligent behaviour of the party seeking indemnification.

6. The Indemnitee shall notify the Indemnifying Party promptly, but in any event within five (5) business days, of any claim for which indemnification may be due. The Indemnitee shall make no admissions or concessions regarding, or otherwise compromise the Indemnifying Party's ability to defend any such claim and shall take reasonable steps to mitigate damages. The Indemnifying Party shall have sole authority to control the defense of any claim for which indemnification is sought, including without limitation the right to select counsel. The Indemnifying Party shall not settle or offer to settle any claim on the Indemnitee's behalf where such settlement shall materially harm or hamper the Indemnitee's ability to conduct business.

### **15. Suspension and Termination for Cause**

1. Either Party shall be entitled to terminate this Agreement and/or any Statement of Work with immediate effect on giving notice in writing, if the other Party:

- i. commits a material breach of any provision and/or obligation of the Statement of Work or these General Terms, and, in the case of a breach which is capable of being remedied, has failed to remedy the breach within thirty (30) days of receipt of a notice from the non-defaulting Party identifying the breach; or;
- ii. is made bankrupt, insolvent or has a receiver or administrative receiver appointed on account of its insolvency, or passes a resolution for winding-up (except for the purposes of a bona fide scheme of solvent amalgamation or reconstruction), or if a court of competent jurisdiction makes an order to that effect, or if enters into any voluntary arrangement with its creditors, or if any similar process to any of the above is begun, or if it ceases or threatens to cease to carry on business.

2. If Customer fails to pay any Subscription Fees, Advisory Fees or any other sum due without dispute under these General Terms or a Statement of Work and that undisputed sum remains unpaid for thirty (30) days after written notice from Company, Company shall be entitled to suspend Customer's access to the Content until the pending fees have been duly satisfied or terminate the agreement. The suspension of access to the Content due to late payment shall not entitle Customer to an extension of Services. The termination or suspension of the agreement as a consequence of this section does not constitute a breach of Company's obligations under these General Terms.

### **16. Effect of Termination**

1. On the termination or expiry of a Statement of Work:

- i. the relevant provisions of these General Terms with effect beyond the term of the agreement shall survive the termination (Including but not limited to confidentiality obligations, non-use restrictions, applicable warranties, indemnification, limitation of liability, and dispute resolution);
- ii. no refund of any Fees will be made, except where the Statement of Work is (i) terminated by Customer for material breach by Company or (ii) terminated for convenience by Company, in which case Customer will receive a pro-rated refund based on the unused but paid-up portion of the Services;

- iii. Customer will pay all of Company's unpaid and undisputed invoices relating to the Statement of Work, according to the payment terms as set out in this agreement;
- iv. with respect to the termination of the Advisory Services only, Customer will pay Company for all work undertaken before termination or expiry and all expenses that Company has properly incurred as set out in the agreement; and
- v. with respect to the termination of the Subscription Services only:
  - i. all licences granted under these General Terms shall immediately terminate and Company shall disable the End-Users' usernames and passwords; and
  - ii. Company shall remove access to the Content and Customer shall immediately, to the extent legally allowed, remove and destroy all stored Content from their systems and ensure that, where applicable, third parties with access to the Content also remove and destroy all Content from their systems in the same manner. Upon Company's request, Customer shall provide Company with a written confirmation stating that Customer has or, where applicable, third parties with access to the Content, have effectively removed and destroyed all Content from their systems. This obligation shall not apply to automatic backup systems, such as email back-up tapes or automatic archiving, where the backup contents are generally inaccessible by the obligated Party or their Authorized Agents and where such data is routinely deleted or destroyed in the ordinary course of business. While any information is retained by any Party for any reason after a request to return or destroy is made, such information shall remain subject to the confidentiality and non-disclosure obligations of these General Terms and Conditions. Customer hereby commits to enter this language into their own customer contracts or will remain liable for any effects of non-compliance with this clause. For the avoidance of doubt, this obligation will not apply to Deliverables owned by or Derivative Works created by and owned by Customer.

## 17. Payment and expenses

1. The Customer will pay Company's invoices within thirty (30) days of the invoice date in the currency specified in the Statement of Work to the bank account nominated by Company.
2. Customer acknowledges that Customer is responsible for all transactional taxes including VAT (Value Added Tax), regulatory fees, withholdings, or other levies incurred arising from the transaction between the Parties. For the avoidance of doubt, this obligation does not include payment of corporate taxes or other costs of operation or existence.
3. Where Customer withholds or offsets any amounts charged by Company, Company retains the right to "gross-up" the amount of such withholding or offset, provided that the offset is not due to a bona fide dispute between the Parties of amounts owed.
4. If payment of any sum undisputedly due to Company under the terms of these General Terms or a Statement of Work is not paid in full by the due date, Company may do one or more of the following, without prejudice to any other right or remedy available to Company under these General Terms or a Statement of Work, at law or in equity:
  - i. charge interest on any overdue sum at 1% per month;
  - ii. suspend the provision of the Subscription Services or suspend any advisory work for Customer, until payment has been made; or
  - iii. terminate the relevant Statement of Work if no payment is made within thirty (30) days upon written notice of default.
5. Additionally, if Customer needs to issue a Purchase Order (PO) prior to the Company issuing an invoice for the Services provided, as indicated in the Statement of Work, Company shall be entitled to suspend the provision of the Subscription Services or suspend any work for Customer until the Purchase Order (PO) has been issued. For

clarity, the issuing of a PO is not a constitutive element to this Agreement, but a modality. Company will invoice within thirty (30) days of the Effective Date, even if no PO is provided, for whatever reason. The suspension of access to the Content as a consequence of the absence of a PO shall not entitle Customer to an extension of Services.

6. Interest shall accrue daily and shall apply from the due date until actual payment in full.

## 18. Anti-Bribery

1. Each Party shall comply with applicable Anti-Bribery Laws, including ensuring that it has in place adequate procedures to ensure legal compliance as well as internal anti-bribery policies, as updated from time to time. Each Party shall use all reasonable endeavours to contractually ensure that:
  - i. all of that Party's personnel;
  - ii. all others associated with that Party, and
  - iii. all of that Party's sub-contractors, involved in performing the Services or with a Statement of Work and these General Terms so comply.
2. Without limitation to the above Section 18.1, neither Party nor their Affiliates, directors, officers, or employees, shall make or receive any bribe or other improper payment, or allow any such bribe or improper payment to be made or received on their behalf and will implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on their behalf.

## 19. Data Protection

1. Personal Data, such as End-User names and email addresses, are used to enable login and authentication to Company platforms.
2. To the extent that Company processes Personal Data on behalf of Customer through providing the Services, and Data Protection Legislation applies to such Processing, Parties shall comply with all applicable national, regional, and international data protection laws, rules, regulations, orders, conventions, and ordinances. All processing of Customer Personal Data by Company will be undertaken in accordance with its published data processing agreement ("DPA"), located at <https://info.enhesa.com/legal/data-processing-agreement> and in accordance with its published Privacy Policies ("PP") available at <https://enhesa.com/privacy-policy>. Company's DPA and Privacy Policies, as updated from time to time to fully comply with changing regulations, are hereby incorporated by default and form part of these General Terms and the entire agreement between Parties, unless specifically stated otherwise.
3. Company will provide Customer upon request all legally required information regarding the purpose for processing Customer Personal Data, where Customer Personal Data is stored, who has access to Customer Personal Data, which security measures are taken, as well as duration of retention of Customer Personal Data.
4. Customer recognizes its own responsibility for legal compliance regarding data protection and will be transparent towards its End-Users and any other Data Subjects for whom Customer acts as a Controller. Customer will provide and keep up to date policies and procedures available to End-Users as required by applicable Data Protection Legislation.
5. All Customer Content resides in a public cloud, stored in datacentres in Europe. With regard to global foreign data privacy legislations, this means that the data collected by Company regionally, will automatically and virtually reside outside region in which they are processed, although fully encrypted at rest and in transit and inaccessible by any third parties. Customer acknowledges and agrees

that the data contributed by Customer in the Enhesa dashboard or via Company's platform(s) is stored in a public cloud environment with a Customer-specific encryption, and that Customer's audit reports are stored and processed in Enhesa's internal content management system. Both the global cloud environments and Company's local hosting systems are located in data centres in Europe.

6. In case of security issues related to Customer's Personal Data, Company's IT Security team will contact Customer promptly, provide support and use all reasonable commercial efforts to work closely with Customer's IT security team, providing the necessary information and logs related to such security issue.

## 20. Disputes

1. These General Terms and the relevant Statement of Work shall be governed by and construed in accordance with:

- i. The laws of the Commonwealth of Virginia (US), if the relevant Statement of Work (and/or any of its addendums) to which these General Terms are attached is entered into by any U.S.-based Enhesa Group company, including ENHESA INC., SCIVERA LLC, TIMBERLAKE VENTURES INC. d/b/a Toxplanet or REGSCAN LLC; or
- ii. The laws of the Kingdom of Belgium, if the relevant Statement of Work (and/or any of its addendums) to which these General Terms are attached is entered into by ENHESA NV; or
- iii. The laws of England and Wales, if the relevant Statement of Work (and/or any of its addendums) to which these General Terms are attached is entered into by CW RESEARCH LTD.

2. Where a dispute between the Parties arises out of the contractual relationship between them, the Parties agree that they shall submit such a dispute to designated representatives of each Party for discussion and potential resolution. Where the Parties fail to resolve such an issue within thirty (30) days, the aggrieved Party shall have the right to submit the dispute to a court of competent jurisdiction in accordance with Section 20.1. The Parties shall waive any right to claim a jury and each Party shall bear their own costs associated with the claim.

## 21. General

1. **Third-Party Access:** Whenever a third party requires access to the Services and/or Content, including Customer's Authorized Agents, Customer will remain fully responsible and liable for such third party's access and use of the Services and Content. In order to access the Services and/or Content, Customer will (i) voluntarily disclose the identity of such third-party to Company before allowing access; and (ii) be required to inform the third party, in writing, of the existence of current agreement as well as Company's obligations thereunder; and (iii) require that such third party is subject to nondisclosure and non-use obligations no less strict than those set out in these General Terms and Conditions. Failure to timely disclose third party's identity shall be considered a material breach of this agreement by Customer. Where the Customer anticipates granting third-party access to a Competitor of Company, Company reserves the right to deny the access to that third party.

2. **Force Majeure:** Company shall not be liable for any loss or damage resulting from any delay in performance or failure to give notice of delay, of any or our obligations under a Statement of Work or these General Terms, when such delay is due to any cause or event beyond Company's control, including without limitation any act of nature, pandemic, epidemic, unavailability of any supplies or sources of energy, riot, war, terrorist act, sabotage, fire, strike, labour difficulty, delay in transportation, delay in delivery or default by Company's vendors, or any act or omission of Customer. In the event of delay due to any such cause, time for performance shall be

extended for a period equal to the duration of such delay and Customer shall not be entitled to refuse delivery or otherwise be relieved of any obligations as a result of the delay. If, as a result of any such cause, any scheduled performance is delayed for a period exceeding sixty (60) days, either Party shall have the right by notifying in writing the other party to terminate the Statement of Work, without this being a breach of contract.

3. **Compliance:** Parties shall comply with all applicable laws, statutes, regulations, and codes relating to competition law and anti-competitive practices, import and export obligations, intellectual property and moral rights, and all other applicable regulations and laws impacting a Party's business operations. Parties shall not engage in any activity, practice, or conduct which may constitute anti-competitive behaviour.

4. **Precedence:** In the event of a conflict or ambiguity between the General Terms and a Statement of Work, the terms of the Statement of Work shall prevail.

5. **No assignment or transfer:** Neither Party shall assign or otherwise transfer any of its rights and/or obligations under a Statement of Work or these General Terms to a third party by law (such as pursuant to a Change in Control, defined as the transfer of 51% or more of the ownership or voting interest in a Party hereto) or otherwise without the written consent of the other Party. In no event, however, shall assignment be allowable where assignment is to a Competitor of Company or where assignment would create a conflict of interest for the non-assigning Party, such assignment shall be void and unenforceable under any circumstance.

6. **Mutual Agreement:** No amendment to a Statement of Work or these General Terms will be effective or binding unless it is recorded in writing and signed by Parties.

7. **No Waiver:** No failure or delay of either Party to exercise any right or remedy under a Statement of Work or these General Terms shall be considered as a waiver of those rights or remedies.

8. **No Partnership:** Nothing in these General Terms or a Statement of Work creates a partnership, joint venture or relationship of principal and agent between the Parties. Neither Party has any right, power, or authority to create or enter any obligation, express or implied, on behalf of the other.

9. **Severability:** Should any provision of a Statement of Work or these General Terms be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of the Statement of Work and these General Terms shall not be affected or impaired thereby and Parties will endeavour in good faith to substitute the illegal, invalid or unenforceable provisions with valid ones.

10. **Entire Agreement:** These General Terms, together with all the relevant Statements of Work, Annexes, Addenda, Data Processing Agreements and Privacy Policies, constitute the entire agreement between the Parties and supersede all other prior agreements, including Master Service Agreements and framework agreements of any kind, and shall apply to all dealings between the Parties including Statements of Work and Purchase Orders (PO) issued subsequently pursuant to the agreement, notwithstanding that Customer's Purchase Orders (PO) may be issued without reprinting these General Terms and may or may not conclude alternate or deviating Customer's Terms. Parties shall in no circumstances be bound by any such Customer's terms sent later as an attachment to any Purchase Order or similar document and Customer explicitly acknowledges that any other terms exchanged between Parties are renounced and shall be simply not be valid, even if formally included and/or signed. In the battle of the forms, these General Terms and Conditions will always take precedence. For clarity, no shrink-wrap, click-wrap, browse-wrap or other terms and conditions or agreements ("Additional Terms") provided with any products, purchase orders or Customer's

communications hereunder will be binding, even if use of such products or software requires an affirmative “acceptance” of those Additional Terms before (online) access is permitted or the purchase process can be completed. All such Additional Customer Terms will be of no force or effect whatsoever and are rejected by Parties in their entirety.

11. Notices: All notices given under these General Terms or a Statement of Work must be in writing and may be delivered personally, by first class pre-paid letter or by email to the Parties’ pre-approved email address(es) as indicated in the Statement of Work and will be deemed to have been served; if by hand, when delivered; if by first class post, 48 hours after posting; and if by email, on the day it was sent or if sent after 17:00 (sender’s local time), the next working day after sending. The Parties’ respective representatives for the receipt of notices and the corresponding email addresses are set out in every Statement of Work.

12. Counterparts: Any Statement of Work may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute one agreement. Digital signatures or images of signatures shall be deemed as valid as a physical signature.