

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 from Company, and which shall be further described in the relevant Statement of Work.

1. Interpretation.

1.1 In these General Terms and a Statement of Work:

- a. “**Affiliate**” means an entity that owns or controls, is owned or controlled by 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 voting securities, by contract or otherwise.
- b. “**Bribery Laws**” means applicable legislation, regulations and codes in relation to bribery or corruption.
- c. “**Company**” means ENHESA NV, ENHESA INC., CW RESEARCH LTD., SCIVERA LLC, TIMBERLAKE VENTURES INC. d/b/a Toxplanet, REGSCAN LLC, or such other subsidiary or affiliate of ENHESA NV as set out in the relevant Statement of Work.
- d. “**Confidential Information**” means all information (regardless of the form in which it is recorded or communicated) provided by one Party to the other Party (“**Recipient**”) relating to or in connection with the Services, but shall not include information that:
 - i. is or becomes publicly known through no breach by the Recipient of its obligations hereunder; or
 - ii. was in the Recipient’s lawful possession before the disclosure; or
 - iii. is lawfully disclosed to the Recipient by a third party without restrictions on disclosure; or
 - iv. is disclosed by Customer to a member of Company’s editorial and/or events teams in connection with editorial and/or events content output which may be made publicly available.

Company’s Confidential Information includes all Content, Reports and other data provided by Company which form part of the Subscription Services, the content, format and structure of all reports, documents, specifications, presentations, software and documentation and other material (whether in electronic or hard copy form) prepared by Company for the Customer or provided by Company to the Customer, the methodologies used by Company in working for the Customer and all other information disclosed by Company to Customer.
- e. “**Advisory Fees**” means the Advisory Services fee as set out in the Statement of Work to be paid by the Customer to Company in accordance with the relevant Statement of Work and these General Terms.
- f. “**Advisory Services**” means the advisory services provided by Company to Customer detailed in the relevant Statement of Work.
- g. “**Controller**”, “**Processor**” and “**Processing**” shall have the meaning as defined in the Data Protection Legislation.
- h. “**Content**” means any data and information provided by Company and accessed by the Customer as part of the Subscription Services, whether or not protected by Intellectual Property Rights, including, without limitation, copyright and database rights. The Company’s downloadable “scorecards” are considered part of the Content.
- i. “**Customer**” shall have the meaning defined in the relevant Statement of Work.
- j. “**Customer Content**” means any data and information owned by the Customer and collected through the Subscription Services. Such Customer’s data may include without limitation any databases, text, electronic documents, images and Personal Data.
- k. “**Customer Personal Information**” means Personal Data (1) obtained by Company from Customer; or (2) obtained from any other source, including without limitation, a Data Subject, for processing by Company on behalf of Customer.
- l. “**Data Protection Legislation**” means any legislation applicable to the processing of Personal Data, including without limitation, Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (repealing Directive 96/46/EC) (hereinafter also referred to as “GDPR”).
- m. “**Data Subject**” means any person to whom Personal Data relates.

- n. “**Derivative Works**” means the documents owned by the Customer and which have been prepared by the Customer using part of the Content.
- o. “**Effective Date**” means the date on which the Subscription Services and/or the Advisory Services are due to begin, as specified in the relevant Statement of Work.
- p. “**End-User**” means a natural person employed by Customer or a wholly owned subsidiary of Customer that is entitled to use the Subscription Services in accordance with these General Terms.
- 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 address names), 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. “**Party**” means the Company or Customer, as the case may be, and “**Parties**” means both of them.
- s. “**Personal Data**” means any data related to an identified or identifiable living natural person, provided, however, that if an applicable law has a different definition of Personal Data (or a similar term referring to information relating to an individual), such definition shall be applied to the extent applicable.
- t. “**Platform**” means the Company’s interface and cloud hosted environment that is used to provide Customer with access to the Content.
- u. “**Report**” means any report, document, paper or other material reviewed, amended, created or developed by Company as part of the Services.
- v. “**Subscription Fee**” means the Subscription Services fee set out in the Statement of Work, to be paid by the Customer to Company in accordance with the Statement of Work and these General Terms.
- w. “**Services**” means the Subscription Services or the Advisory Services, as applicable.
- x. “**Statement of Work or SoW**” means the contract that is entered into pursuant to these General Terms, describing the Subscription Services and/or Advisory Services provided by Company to the Customer and signed by both Customer and Company. Each SoW shall incorporate by reference the provisions of these General Terms as though such provisions were set forth therein in their entirety.
- y. “**Subscription Services**” means the subscription services provided by Company to Customer detailed in the relevant Statement of Work, and any ancillary services thereto.

- 1.2 Any words in these General Terms following the expressions “including”, “include”, “such as”, “in particular” or any similar expression are to be construed as illustrative and do not limit the sense of the words preceding those expressions.

SUBSCRIPTION SERVICES TERMS AND CONDITIONS

2. Subscription Services.

- 2.1 By completing and signing the relevant Statement of Work, and regarding the Subscription Services, the Customer agrees to be bound by Sections 1 (Interpretation) to 7 (Term) (inclusive) and 14 (Intellectual property) to 23 (General) (inclusive) of these General Terms.
- 2.2 Company is the owner of the Content and all Intellectual Property Rights and other rights pertaining to the Content.
- 2.3 These General Terms, together with the relevant Statement of Work determine the rights and obligations of the Parties with regard to the subscription, access and use of the Content provided by Company. Each Statement of Work constitutes a separate contract between Company and the Customer subject to the terms of these General Terms. The relevant Statement of Work will include the Customer’s 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.
- 2.4 If expressly provided in the Statement of Work, the Subscription Services may include additional (i) support services; (ii) training services; and/or (iii) periodic updates.

3. Company’s obligations.

- 3.1 Company may employ subcontractors in the provision of Subscription Services, but Company will be responsible and liable for such subcontractor’s acts and omissions related to the provision of the Subscription Services.

- 3.2 Company grants the Customer a non-exclusive, non-transferable, non-perpetual worldwide licence to use the Content for non-commercial internal business purposes, subject to the duration of the Subscription Services. Customer shall not use the Content for any other purposes (other than for internal business purposes) without the prior written consent of Company.
 - 3.3 Company shall use commercially reasonable efforts to maintain the continuity of the Subscription Services, but will not be liable for any suspension, interruption, temporary unavailability, hacking, intrusion or fault occurring in the Subscription Services for whatever reason.
 - 3.4 Company has compiled the Content from sources believed to be reliable and will make reasonable efforts to ensure the accuracy and reliability of the information. However, Company makes no warranty, express or implied, that the Content is accurate, complete, correct, free of errors or suitable for the Customer's business. The Content is presented "as is" and should not be used in substitution for the Customer's own independent investigations and sound judgment. The Customer acknowledges and agrees that (i) the use of any recommendations, Content, Reports or other documents provided or prepared by the Company ("Documents") will be at Customer's sole discretion and that (ii) Customer must exercise its own judgment in using or acting on any such Documents and complying with applicable legislation and regulations. The Documents do not constitute nor should be considered as general advice, legal advice or a recommendation on how to interpret the information contained in the Documents.
 - 3.5 In case of security issues related to the Customer's data, the Enhesa IT Security team will contact the impacted Customer, provide reasonable commercial support, and use reasonable commercial efforts to work closely with their IT security team, providing the necessary information and logs related to such security issue.
- 4. Customer's obligations.**
- 4.1 Customer will not (i) sell, transfer, license, sub-license, loan, publicly display or otherwise use the Content on a commercial basis; 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 Platform; or (iv) extract and/or re-utilize any part of the Content; or (v) integrate the Documents within its own database, software, products or other services which are subsequently distributed; (vi) use the Derivative Works for other purposes different than for internal business purposes, including, but not limited to, for commercial distribution or redistribution purposes.
 - 4.2 Customer will ensure that End-users keep their username and password safe and confidential and will also ensure that it is not disclosed to any person. The Customer will be solely responsible and liable for any unauthorised use of End-Users' usernames and passwords or other log-in information and will notify Company immediately on becoming aware of any unauthorised use.
 - 4.3 Customer shall not (i) provide access to the Content or any portion thereof to any person, firm or entity (including subsidiaries or parent entities), other than as authorised in these General Terms or the Statement of Work; or (ii) make the Subscription Services available in whole or in part, in any form such as through resale or commercial distribution or service bureau, or in any other way allow third parties to use or exploit the Subscription Services, except when such third party signs a triparty access agreement as set forth in Section 23.1 below; 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 or pretending to be another end-user or customer.
 - 4.4 Customer shall comply with all applicable laws, statutes, regulations and codes relating to competition law and anti-competitive practices. The Customer shall not engage in any activity, practice or conduct which may constitute anti-competitive behaviour.
 - 4.5 In the event that Company obtains evidence of any breach of the requirements of this section by Customer or by its End-Users, Company may: a) suspend Customer's access to the Subscription Services and/or the Content without advanced notice; and/or b) report such breach to the relevant authorities when required by applicable law, in addition to such other remedies that Company

may have. Company shall not be liable to Customer or its End-Users or any other third party for any such modification, suspension or discontinuation of Customer's rights to access and use the Subscription Services.

- 4.6 Customer shall be responsible for End-Users', employees', Affiliates' and representatives' use of the Subscription Services in accordance with these General Terms.

5. Customer Content.

- 5.1 Customer is the owner of the Customer Content and all Intellectual Property Rights and other rights pertaining to the Customer Content.
- 5.2 Where Customer uses the Platform to access the Content, it hereby acknowledges that the Customer Content will be transferred to Company and Customer hereby grants Company a non-exclusive, royalty-free, worldwide, sublicensable, transferable license to use, copy, store, modify, transmit and display the Customer Content only to the extent necessary to perform its obligations under these General Terms or the relevant Statement of Work.
- 5.3 Company will have no responsibility or liability for the accuracy of the Customer Content and/or any other data uploaded by the Customer to the Platform.

6. Subscription Fee and invoicing.

- 6.1 In consideration of the licence granted to the Customer to use the Content, the Customer will pay Company the Subscription Fee. Company will be entitled to invoice the Customer as set out in the relevant Statement of Work.
- 6.2 Subscription Fees are exclusive of any value added tax (VAT) or any other tax or fee which might be chargeable in connection with such Subscription Fees. Customer is responsible for paying any such applicable taxes and/or third-party fees pursuant to Section 19.
- 6.3 Subscription Fees are subject to annual indexation at the United States Consumer Price Index (CPI) or other generally accepted consumer price index in force on the anniversary of the Effective Date.
- 6.4 Company may increase its Subscription Fee at any time after the anniversary of the Effective Date by providing prior written notice to the Customer, but Company shall not increase its Subscription Fees more than once during any twelve-month period. Except for the annual indexation set forth in Section 6.3 above, Company may only increase the Subscription Fee (i) if Company adds new or improved features to the Subscription Services; or (ii) if the cost of providing the Subscription Services increases materially; or (iii) for price correction purposes, only when the difference between the current price of the Subscription Fee and the list-price for such Subscription Fee is equal to or greater than 10%.

7. Term.

- 7.1 Unless otherwise specified in the Statement of Work or agreed in writing by the Parties, the Subscription Services shall commence on the Effective Date and shall remain in place until terminated by either Party giving three (3) months' written notice to the other Party, with termination taking effect on the anniversary of the Effective Date following the expiry of the notice period. When terminated, access to the Content and the Customer's right to use the Subscription Services will cease immediately and the provisions set forth in Section 18 will be applicable.

ADVISORY SERVICES TERMS AND CONDITIONS

8. Statement of Work.

- 8.1 By completing and signing a Statement of Work, and regarding the Advisory Services, the Customer agrees to be bound by Section 1 (Interpretation) and from Section 8 (Statement of Work) to 23 (General) (inclusive) of these General Terms. Each Statement of Work constitutes a separate contract between Company and the Customer subject to the terms of these General Terms. These General Terms, together with the relevant Statement of Work determine the rights and obligations of the Parties with regard to the Advisory Services.

9. Company's obligations.

- 9.1 Company will supply the Advisory Services to the Customer on the terms of these General Terms and the relevant Statement of Work. Company may employ subcontractors in the provision of Advisory Services, but Company will be responsible and liable for such subcontractor's acts and omissions related to the provision of the Advisory Services.

- 9.2 Company grants the Customer a non-transferable licence to use the Reports provided by Company hereunder solely for the Customer's non-commercial internal business purposes.
- 9.3 Company has compiled the provided Reports from sources believed to be reliable and will make reasonable efforts to ensure the accuracy and reliability of the information. However, Company makes no warranty, express or implied, that the reports or other results of the Advisory Services are accurate, complete, correct, free of errors or suitable for the Customer's business. The data is presented "as is" and should not be used in substitution for the Customer's own independent investigations and sound judgment. The Reports or other results of the Advisory Services shall not constitute nor should be considered as advice, legal advice or a recommendation on how to interpret the information.

10. Customer's obligations.

- 10.1 The Customer 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 to perform its obligations under these General Terms and each Statement of Work.
- 10.2 The Customer will ensure that its staff, contractors and other suppliers co-operate fully with the Company and cause no delay.
- 10.3 If expressly agreed by the Parties in the relevant Statement of Work, Customer will reimburse Company for all expenses reasonably incurred in connection with the provision of the Advisory Services, including all reasonable travelling and other expenses incurred by Company in attending Customer-site meetings and/or on-site audits, provided that valid receipts or invoices are provided at the request of the Customer.

11. Advisory fees and invoicing.

- 11.1 The Customer will pay the Advisory Fees, are exclusive of any value added tax (VAT) or any other tax or fee which might be chargeable in connection with such Advisory Fees. Customer is responsible for paying any such applicable taxes and/or third-party fees pursuant to Section 19.
- 11.2 In cases where the Advisory Services are offered together with the Subscription Services as a package, both the Advisory Fee and the Subscription Fee will be billed together at the start of the Services according to the invoicing terms set out in the relevant Statement of Work.

12. Term.

- 12.1 Unless and until terminated in accordance with Section 18 (Termination), the Advisory Services will commence on its Effective Date and continue until completion of the Advisory Services or as otherwise specified in that Statement of Work.

ATTENDANCE OF EVENTS

13. Events rules.

- 13.1 In cases where the Services include attending events organized by the Company ("Events"), the Customer shall comply with the following obligations:
- 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 28 days before the event or a 50% refund if more than 14 days. Thereafter there will be no refund.
 - Customer must book and pay for their own travel and accommodation costs when attending an Event.
 - In relation to a certain Event, the total liability of Company for any act or omission by Company, its personnel or its agents shall not exceed the amount of a full refund of any price paid for the agreed events booking.
- 13.2 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 in connection with Customer's attendance at or participation in any Event.

GENERAL TERMS AND CONDITIONS

14. Intellectual Property Rights.

- 14.1 Company: (a) owns the title, ownership rights and Intellectual Property Rights in the Content, Reports and any materials, information, know-how, tools, algorithms, models, methodologies and techniques, whether created during or prior to the performance of the Services, or, alternatively, (b) Company has secured all necessary or appropriate licenses or permissions from third parties owners of the Content and/or Reports, sufficient for Company to grant the license contemplated herein. The rights of the Customer to use the Content, Reports and information are limited as set out in these General Terms. For the avoidance of doubt, the Customer shall not obtain any right of ownership or title to the Content, Reports materials, Events materials, information, know-how, tools, models, methodologies and techniques.
- 14.2 Customer further acknowledges and agrees that parts of the Content - for instance, advertisements, articles or presentations - may have been prepared by third parties and may also be protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws.
- 14.3 The Customer and any third party engaged by the Customer with access to the Content and/or Reports, agree to abide by the patent and copyright laws and all other applicable laws including export control laws in connection with the Customer's use of the Content and/or Reports and agree to take diligent measures to protect the Content and/or Reports from unauthorized reproduction and/or use. Whenever Customer wishes to engage any third party (such as outside counsels or advisors) so that such third party has access to the Content and/or Reports, the Customer, the Company and such third party shall sign a triparty access agreement as set forth in Section 23.1 below.
- 14.4 Save as set out in Sections 3.2. and 9.2, no license under any Intellectual Property Rights owned or controlled by Company is granted or implied by these General Terms.
- 14.5 The parties hereto agree that Company shall be entitled to seek equitable relief (including but not limited to injunctive relief) for any breach or threatened breach of any of the provisions of this Section, in addition to any other relief (including damages) available to Company under these General Terms or under law.

15. Confidentiality.

- 15.1 Company and the Customer 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, 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 its rights, or the performance of its obligations, under these General Terms or a Statement of Work.
- 15.2 Prior to disclosure of Confidential Information pursuant to a court order, Customer agrees to provide Company with notice of Customer's intended disclosure sufficiently in advance of the disclosure in order to allow Company to seek a protective order prohibiting disclosure of the Confidential Information.
- 15.3 The Customer may disclose Confidential Information only to its directors, officers or employees ("Representatives") who need to know such information. The Customer will ensure that the Representatives are aware of and comply with the conditions of use of the Confidential Information contained in these General Terms. The Customer 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.
- 15.4 Whenever Customer needs to disclose Confidential Information to any third party (such as professional advisers or consultants), the Company, the Customer and such third party shall sign a triparty access agreement which shall cover the terms and conditions of such third party's access to the Confidential Information.
- 15.5 Except to the extent expressly set forth herein, the disclosure of Confidential Information shall not be construed as granting to the receiving party, either expressly or by implication, any right or license under any intellectual property right now or hereafter held or controlled by the originating party, except to the extent necessary for the receiving party to perform its obligations under these General Terms or a Statement of Work.
- 15.6 Upon termination of the relevant Statement of Work, either Party may require the other Party to return all Confidential Information (and copies thereof) or to destroy it. Either Party may, upon simple notice, request the other Party to provide proof of proper transfer or destruction of such Confidential Information and copies thereof.

16. Representations and warranties.

16.1 Company warrants that it:

- i. is free to enter into the Statement of Work and that as far as it is aware there is no right exercisable by or obligation owed to any third party which may prevent or restrict it from observing and/or performing its obligations under the Statement of Work; and
- ii. has the expertise necessary to provide the Services efficiently and that all of the Services shall be performed by adhering to reasonable professional standards and with reasonable care and skill commensurate with the experience, expertise and qualifications of Company's personnel.
- iii. is the owner of the Content and of each and every component thereof, or the recipient of a valid license thereto.

16.2 All warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from these General Terms and any Statement of Work.

17. Indemnification and liability.

17.1 Except for (a) indemnity obligations; (b) a breach of confidentiality obligations; or (c) Customer's breach of Section 14, 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 Fee 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 Fee paid for the Advisory Services received under the Statement of Work relating to those Advisory Services.

17.2 Subject to Section 17.3, neither Party shall be liable to the other Party, whether in contract, tort (including 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).

17.3 Nothing in these General Terms or a Statement of Work excludes the liability of either Party for (a) death or personal injury caused by either Party's negligence; or (b) fraud or fraudulent misrepresentation; or (c) any other liability that cannot be excluded by law.

17.4 Either Party ("Indemnifying Party") agrees to indemnify and defend the other Party, its Affiliates and their respective directors, officers, employees, and agents (the "Indemnitee(s)") 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 (collectively, "Claims") against any Indemnitee caused by the Indemnifying Party's (including its Affiliates): (a) negligence, recklessness, willful malfeasance or lack of adherence to applicable laws; (b) material breach of any provision of these General Terms or a Statement of Work or (c) the direct infringement of any patent, copyright, trade secret, or other Intellectual Property Right. Neither Party's obligation to indemnify pursuant to this paragraph shall apply to the extent the applicable Claim was caused by the negligence, recklessness, willful malfeasance, lack of adherence to applicable law, or breach of any provision of these General Terms or a Statement of Work by an Indemnitee.

18. Termination.

18.1 Either Party shall be entitled to terminate a Statement of Work with immediate effect on giving notice in writing to the other, if the other Party:

- i. commits any 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.

18.2 If the Customer fails to pay any Subscription Fees, Advisory Fees or any other sum due under the terms of these General Terms or a Statement of Work and that sum remains unpaid for 28 days after written notice from Company, Company shall be entitled to, at its sole discretion: (i) terminate the relevant Statement of Work immediately or (ii) suspend Customer's access to the Content until the pending fees have been duly satisfied. The suspension of the Content as a consequence of Customer's lack of payment does not constitute a breach of Company's obligations under these General Terms.

18.3 Additionally, if Customer breaches any of its obligations arising out of Section 14 (Intellectual Property Rights) and Section 15 (Confidentiality) of these General Terms, Company shall be entitled to terminate the relevant Statement of Work immediately.

18.4 If Customer undergoes a change in control, Company shall be entitled to terminate the relevant Statement of Work with thirty (30) days prior written notice. "Change in control" will take place where voting rights or other control of the Customer is acquired, directly or indirectly, in a single transaction or series of related transactions, or all or substantially all of the Customer's assets are acquired, by any entity, or the Customer is merged with or into another entity to form a new entity.

18.5 On the termination or expiry of a Statement of Work:

- i. the provisions of Section 1 (Interpretation), 6 (Subscription Fees and invoicing), 11 (Advisory fees and invoicing) 14 (Intellectual Property Rights), 15 (Confidentiality), 16 (Representation and warranties), 17 (Indemnification and liability), 18 (Termination), 19 (Payment and expenses), 20 (Anti-Bribery), 21 (Data Protection) and 23 (General) of these General Terms shall survive the termination;
- ii. no refund of any Subscription Fees, Advisory Fees or expenses paid in advance will be made, except where the Statement of Work is terminated by the Customer for material breach by Company, in which case Customer will receive a pro-rated refund based on the unused but paid-up portion of the Services.
- iii. the Customer will immediately pay all of Company's unpaid invoices relating to the Statement of Work.
- 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 or has properly agreed to incur in connection with any work undertaken or to be undertaken for the Customer; 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) the Company shall suspend the access to the Content and the Customer shall immediately stop using the Documents and shall remove and destroy all stored Documents from their systems and ensure that, where applicable, third parties with access to the Documents remove and destroy such Documents from their systems. Upon Company's request, Customer shall provide Company with a written confirmation stating that Customer has effectively removed and destroyed all Documents from its systems. For the avoidance of doubt, this obligation will not apply to Derivative Works owned by the Customer.

18.6 The expiry or termination of a Statement of Work for any reason will not prejudice any other right or remedy of either Party arising out of these General Terms and/or other Statement of Works in force and will not affect the rights and liabilities of either of the Parties accrued prior to expiry or termination.

19. Payment and expenses.

19.1 The Customer will pay Company's invoices in full cleared funds within thirty (30) days of the invoice date. The Subscription Fees and/or Advisory Fees shall be

paid in the currency specified in the Statement of Work to the bank account nominated by Company.

19.2 The Subscription Fees, Advisory Fees and all other fees and charges payable to Company are exclusive of any sales, value-added or similar tax or third-party fees which will be paid by the Customer at the rate and in the manner from time to time prescribed under applicable law, and without deduction or set-off.

19.3 If any deduction or withholding is required by law, the sum payable by the Customer shall be increased to the extent necessary that Company receives a sum net of any deduction or withholding which is equal to the sum it would have received had no such deduction or withholding been made or required to be made.

19.4 Time of payment is of the essence. If payment of any sum 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 the rate of Citibank's main refinancing rate (as of 1 January and 1 July in each year) plus 8 percentage points.
- ii. suspend the provision of the Subscription Services or suspend any work for the Customer, consequently suspending the access of the Customer to the Content, until that payment has been made. In that case all expenses incurred by Company in connection with such suspension and subsequent resumption will be added to the Subscription Fees or Advisory Fees and will be paid by the Customer, and any time scales in respect of Advisory Services will be extended accordingly; or
- iii. terminate the relevant Statement of Work pursuant to Section 18.2 of these General Terms.

19.5 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 the Customer until the Purchase Order (PO) has been issued.

19.6 Interest shall accrue on a daily basis and shall apply from the due date for payment until actual payment in full, whether before or after judgment.

20. Anti-Bribery.

20.1 Each Party shall comply with applicable Bribery Laws, including ensuring that it has in place adequate procedures to ensure compliance with the Bribery Laws and use all reasonable endeavours to ensure that it complies with any internal bribery policies relating to prevention of bribery and corruption (as updated from time to time), and each shall use all reasonable endeavours to 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.

20.2 Without limitation to the above sub-section, 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 its behalf, either in the United States or elsewhere, and will implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.

21. Data Protection.

21.1 While processing Customer Personal Information, Company shall comply with all data protection laws, rules, regulations, orders, conventions and ordinances applicable to Company. All processing of Customer Personal Information by Company will be undertaken in accordance with its published privacy notice.

21.2 Company will provide to the Customer upon reasonable request all information regarding the processing of the Customer Personal Information that the Customer might reasonably request, including, but not limited to, where Customer Personal Information is stored, who has access to Customer Personal Information and for what purposes, what security measures are taken, and the length of time that Customer Personal Information is retained prior to its secure deletion.

21.3 Customer recognizes that it is responsible for being transparent towards its End-Users and any other Data Subjects for whom the Customer acts as a Controller and should provide relevant privacy policies and make such available to End-Users as may be required by Data Protection Legislation.

21.4 To the extent that Company processes Personal Data on behalf of Customer through providing the Services, and the Data Protection Legislation applies to such Processing, Company shall Process such Personal Data in accordance with the provisions of its data processing agreement ("DPA"). The DPA is located at: <https://info.enhesa.com/legal/data-processing-agreement> and is hereby incorporated by reference and forms part of these General Terms, without the need for further action.

22. Governing law. Arbitration.

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

- i. The laws of the State 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 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.

22.2 Each Party irrevocably agrees that any disputes, controversy or claim arising out of, relating to, or in connection with these General Terms and/or the relevant Statement of Work shall be settled by arbitration through:

- i. The American Arbitration Association, and in accordance with the Commercial Arbitration Rules of the American Arbitration Association, if the relevant Statement of Work (and/or any of its addendums) to which these General Terms are attached is entered into by ENHESA INC., SCIVERA LLC., TIMBERLAKE VENTURES INC. d/b/a Toxplanet or REGSCAN LLC. The arbitration proceeding shall be conducted and presided over by a single neutral arbitrator chosen pursuant to American Arbitration Association procedures; or
- ii. The International Chamber of Commerce (ICC) Arbitration Rules, 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 CW RESEARCH LTD. The arbitration proceeding shall be conducted and presided over by a single neutral arbitrator chosen pursuant to the ICC Arbitration Rules.

22.3 The language of the proceedings shall be English. The decision of the arbitrator shall be final, binding, and not subject to appeal or review; provided that, either Party may request that the arbitrator review and reconsider his or her decision, in whole or in part. The arbitrator shall award to the prevailing party, if any, as determined by the arbitrator, its reasonable attorneys' fees and costs, including the costs of the arbitration. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

22.4 The enforcement of this arbitration shall be governed by:

- i. The Federal Arbitration Act and the federal common law of arbitration, if the relevant Statement of Work (and/or any of its addendums) to which these General Terms are attached is entered into by ENHESA INC., SCIVERA LLC, TIMBERLAKE VENTURES INC. d/b/a Toxplanet or REGSCAN LLC; or
- ii. The laws of the Kingdom of Belgium in case 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 in case 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.

22.5 The arbitrator shall not award either Party punitive damages and the Parties shall be deemed to have waived any right to such damages.

22.6 The seat of the arbitration shall be:

- i. Arlington, VA (US), in case the relevant Statement of Work (and/or any of its addendums) to which these General Terms are attached is entered into

by ENHESA INC., SCIVERA LLC, TIMBERLAKE VENTURES INC. d/b/a Toxplanet or REGSCAN LLC; or

- ii. Brussels (Belgium), in case 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. London (UK), in case 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.

22.7 Nothing in this Section shall preclude any Party from seeking interim or provisional relief from a court of competent jurisdiction, including a temporary restraining order, preliminary injunction or other interim equitable relief, concerning a dispute either prior to or during any arbitration if necessary to protect the interests of such Party.

23. General.

- 23.1 Whenever Customer wishes that a third-party, such as Customer's professional advisers, have access to the Services and/or Content provided by the Company so that such third party can assist Customer in making use of the Company's Services and/or Content, such third party, the Customer and the Company shall sign a triparty access agreement. Such triparty access agreement shall cover the terms and conditions of such third party's access to the Company's Services and/or Content.
- 23.2 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 our vendors, or any act or omission of yours. In the event of delay due to any such cause, time for performance shall be extended for a period of time 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 in excess of sixty (60) days, either Party shall have the right by notice to the other party to terminate the Statement of Work.
- 23.3 If there is an inconsistency between a Statement of Work and these General Terms, these General Terms shall prevail, unless otherwise stated in the Statement of Work.
- 23.4 Neither Party shall not assign or otherwise transfer any of its rights and/or obligations under a Statement of Work or these General Terms without the prior written consent of the other Party.
- 23.5 Company reserves the right to update and amend these General Terms. Any change or update will become effective from the moment of its notification to the Customer pursuant to Section 23.11 below.
- 23.6 No amendment to a Statement of Work will be effective or binding unless it is recorded in writing and signed by the Customer and Company.
- 23.7 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.
- 23.8 Nothing in these General Terms or a Statement of Work creates a partnership, joint venture or relationship of principal and agent between Company and the Customer. Neither Party has any right, power or authority to create or enter into any obligation, express or implied, on behalf of the other.
- 23.9 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.
- 23.10 These General Terms, together with all the relevant Statements of Work constitute the entire agreement between Company and Customer relating to the subject matter hereof and supersedes all other such prior or contemporaneous oral and written agreements and understandings, and shall apply to and govern all dealings between Customer and Company including Customer Purchase Orders (PO) and Statements of Work issued subsequently pursuant to these General Terms, notwithstanding that the Customer's Purchase Orders (PO) may be issued without reprinting these General Terms. Company shall in no circumstances be bound by any standard terms of the Customer. No shrink-wrap, click-wrap, browse-wrap or other terms and conditions or agreements ("Additional Terms") provided with any products or software hereunder will be binding on Company, even if use of such products or software

requires an affirmative "acceptance" of those Additional Terms before access is permitted. All such Additional Terms will be of no force or effect and will be deemed rejected by Company in their entirety.

- 23.11 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 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 are as set out in the Statement of Work.
- 23.12 The 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 or images of signatures shall be deemed as valid as a physical signature.