

This Agreement contains the terms and conditions that govern your access to and use of the sample data sets and is an agreement between RepRisk AG (also referred to as “RepRisk,” “we,” “us,” or “our”) and you or the entity you represent (“you” or “your”). This Agreement takes effect when you click an “I Accept” button or check box presented with these terms (the “Effective Date”).

You represent to us that you are lawfully able to enter into contracts (e.g., you are not a minor). If you are entering into this Agreement for an entity, such as the company you work for, you represent to us that you have legal authority to bind that entity. Please see Section 4 for definitions of certain capitalized terms used in this Agreement.

1. Use of Sample Data

- 1.1. Your use of the Sample Data is solely for your own internal, lawful purposes including for evaluation of a potential business relationship with RepRisk.
- 1.2. You agree not to use the Sample Data for any commercial purposes.
- 1.3. Disclosure, publication, or redistribution to, or use or access by any other person or entity, is prohibited. You will hold the Sample Data with the same degree of care as applicable for your confidential information of a similar nature.
- 1.4. Access to the Sample Data is subject to termination if you breach any term of this Agreement or infringe the intellectual property rights of RepRisk or any third party.
- 1.5. Upon termination of access to the Sample Data, you will destroy or delete all Sample Data in your possession.

2. Intellectual Property

- 2.1. You understand and agree that RepRisk and/or its licensors own all intellectual property and other proprietary rights in the Sample Data and that no proprietary rights in the Sample Data or content thereof are being transferred to you.
- 2.2. The information contained in the Sample Data is not intended to be and should not be relied upon as professional advice.
- 2.3. RepRisk disclaims all representations and warranties, express or implied, relating to the Sample Data, including but not limited to warranties of merchantability, fitness for a particular purpose, security, and noninfringement, and will have no responsibility or liability for any errors or omissions, nor will RepRisk be liable for any damages, whether direct or indirect, special, or consequential.
- 2.4. The terms of this Agreement will survive the termination of your access to the Sample Data.
- 2.5. We reserve the right to modify the terms of this Agreement at any time without notice. Your use of the Sample Data is subject to this Agreement and any modifications thereof.

3. Choice of Law and Legal Recourse

The Agreement is exclusively governed by and construed in accordance with Swiss law. The place of performance and the exclusive forum for all disputes arising from, and in connection to the present Agreement is the city of Zurich, Switzerland.

4. Definitions

Agreement means this agreement entered in to between RepRisk and you.

RepRisk Group means RepRisk AG, as well as affiliates under its control, defined as majority ownership.

Sample Data includes all data that is proprietary to RepRisk, such as RepRisk’s ESG metrics, symbols, indicators, identifiers, and risk incidents, that form part of the data provided under this Agreement.