

EcoVadis – GENERAL TERMS & CONDITIONS

1. Definitions

“**Affiliate**” means any corporation or other legal entity that controls, is controlled by, or is under common control with a Party.

“**Assessed company(ies)**” means any business entity registering on the Solution to provide information on its Corporate Social Responsibility (CSR) / Sustainability practices, upon request by a Requesting company or voluntarily.

“**Control**” means, for purposes of the definitions of “Affiliate” and “Subsidiary” (a) with respect to a corporation, the control or ownership (directly or indirectly) of fifty percent (50%) or more of the shares or securities of such corporation representing the right to vote for the election of directors, and (b) with respect to any other legal entity, fifty percent (50%) or more ownership interest or control representing the right to make decisions for such entity. An Affiliate or Subsidiary qualifies as such only for so long as such control exists.

“**Directory**” means the compilation of a database containing general Scorecard attributes across all Assessed companies, including each entity’s name, physical location, industry, website, status (assessed/not assessed), percentile quartile achievement, Scorecard publication and expiration date and performance medals achieved as a result of the assessment.

“**EcoVadis**” means EcoVadis Simplified Joint - Stock Company, registered at the Paris Registry of Trade & Companies under the number 497 842 914.

“**EcoVadis Business Partners**” means companies offering IT solutions to their clients, which solution is integrated with the EcoVadis Solution and EcoVadis certified training partners.

“**Requesting company(ies)**” means any company subscribing to the Solution enabling it to access information regarding the CSR / Sustainability performance of its trading partners and/or of its own Subsidiaries.

“**Scorecard**” means a summary of the

Assessed company’s CSR / Sustainability assessment results. Scorecard can include (i) quantitative ratings; (ii) qualitative information on the Assessed company’s practices; (iii) benchmarking of all Assessed companies’ performance; and (iv) 360° stakeholders’ information watch.

“**Service**” means the Assessed company’s CSR / Sustainability performance assessment and monitoring service, and its associated support.

“**Solution**” means the EcoVadis online platform enabling the management of information and documents related to CSR / Sustainability. The platform is accessible at www.ecovadis.com.

“**Subsidiary**” means any corporation or other legal entity is controlled by a Requesting Company.

“**Users**” means, collectively, Assessed companies and Requesting companies.

2. Purpose

EcoVadis operates a service on behalf of Users aimed at monitoring the CSR / Sustainability performance of Assessed companies, which service includes the Service and the Solution. Access to this Service and use of the Solution are strictly subject to these General Terms & Conditions (hereinafter collectively referred to as the “**Agreement**”).

3. Confidentiality

3.1 Except as otherwise expressly authorized by the other Party, EcoVadis and the Users shall only use the information and documents, of any nature whatsoever concerning the other Party, to which they might have access during or in connection with the use of the Solution, for the purpose of this Service. The content of assessment questionnaires and information related to the EcoVadis assessment methodology is considered as confidential information.

3.2. For purposes of the Service, the Assessed company grants EcoVadis the non-exclusive and royalty-free right, on a worldwide basis, to host, store in cache mode, process, reproduce, and display, the information

the Assessed company will supply in the course of or in connection with the use of the Solution (the “**Data**”), and to use such Data to develop the EcoVadis database. The Assessed company warrants and represents that it has all the rights and authorizations that are necessary to use the Data for purposes of the Service, and that it can freely grant the above license rights.

3.3. Section 3.1 shall not apply to information in the public domain or to information known by the other Party prior to the performance of the Service. Each Party may disclose, without prior notification, approval or consent by the other Party, to tax authorities, local or governmental authorities and courts any confidential information that is required to be disclosed by law, as well as to such Party’s representatives, external counsels and advisors, or for audit purposes.

3.4 Notwithstanding Section 3.1 above, the Assessed company’s Scorecard will be shared automatically via the Solution with the Requesting company (or group of Requesting companies in the case of sector initiative or individual companies within a group of Requesting companies) after seven (7) calendar days from the date of the request to share the Scorecard, unless the Assessed company objects to the sharing within the above mentioned deadline of seven (7) calendar days by selecting an option to reject the request, available on the Solution.

The sharing request will be sent by email to designated Assessment Administrator(s) and it is the responsibility of the Assessed company to ensure that the provided email address(es) are correct and updated when required.

The above rules only apply to the recurrent sharing of a valid Scorecard. The initial Scorecard is simultaneously released for the Assessed and the initial Requesting company (or group of Requesting companies in the case of sector initiative or individual companies within a group of Requesting companies).

Additionally, the Assessed company will have the possibility to manage via the Solution the sharing options regarding its Scorecard in order to allow to use the Scorecard by certain Requesting companies (or group of Requesting companies in the case of sector initiatives or individual companies within a group of Requesting companies) subscribing to the

Service via the Solution or via the Requesting companies' internal IT systems using third-party software integrating with or otherwise connecting to the Solution.

3.5. To facilitate ease of identifying and connecting with current and prospective business partners, the Assessed company grants EcoVadis and its Affiliates the right to display Directory information on the Solution, and to share this information with EcoVadis Business Partners who may also display such information on their platforms.

3.6. In regards to the Assessed companies' Directory information, the Assessed company grants EcoVadis and its Affiliates the right to share, communicate and promote this information through any support channels and in any media, including in digital media and channels.

4. Responsibility of EcoVadis

4.1. The Service shall be accessible by the Users at any time, 24 hours a day, 7 days a week, except during maintenance periods. EcoVadis shall not be responsible for any network-related failures, interruptions, outages, delays, system unavailabilities and other connectivity problems affecting the Solution or the Service. In the event that EcoVadis becomes aware of a data breach incident likely to severely compromise the security of the Solution or of the Service, or of the Users' Data, EcoVadis may, without notice, suspend momentarily the access to the Solution and to the Service in order to remedy the security breach in a timely manner. In such event, EcoVadis shall not incur any liability to Users and Users shall not seek any compensation whatsoever from EcoVadis.

4.2. EcoVadis does not warrant any results from the use of the Service and shall only be held to an obligation to use best endeavors ("obligation de moyens"). EcoVadis does not warrant that the functionalities of the Solution or of the Service will meet the Users' requirements. The Solution and the Services shall be regarded only as a decision-making tool and EcoVadis cannot be and is not liable for any decision taken by the User on such basis. The Parties hereby acknowledge that no software is error-free and that not all software errors can be corrected in a cost-effective manner or even that they need to be corrected.

4.3. Assessed company shall receive its score/medal based on the disclosed information and news resources available to EcoVadis at the time of assessment. Should any information or circumstances change materially during the

period of the Scorecard / medal validity, EcoVadis reserves the right to place the business' Scorecard / medal on hold and, if considered appropriate, to re-assess and possibly issue a revised Scorecard / medal.

5. Responsibility of Users

5.1 The User agrees not to (i) interfere with or attempt to interfere with the proper working of the Solution; (ii) post or send to the Solution anything that contains a virus, or any harmful files (iii) reverse engineer the Solution.

5.2 The User is solely and uniquely responsible for the confidentiality of its employee's username and password. It shall immediately notify EcoVadis of any unauthorized use of personal login data. In the absence of any such notification, all information received by EcoVadis from someone using the login and password of the User will be considered as having been sent by the User.

6. Responsibility of the Assessed Company

6.1. The Assessed company shall cooperate with EcoVadis and ensure that it supplies in a timely manner to EcoVadis the data, information and documentation that are appropriate for or in connection with the operation of the Service.

6.2. The Assessed company shall ensure that all data communicated is accurate, faithful and complete, and agrees not to post or transmit to the Solution any unlawful, fraudulent, harassing, libelous, or obscene data.

6.3. The Assessed company shall appoint an administrator of its account created on the Solution. Contact information of this administrator shall be visible to all Users that are part of the Assessed company's EcoVadis network.

7. Indemnification

7.1. **Users Indemnity.** The Users shall indemnify, defend and hold EcoVadis harmless from and against any losses, damages, liabilities, claims and expenses of whatever kind, incurred by EcoVadis in connection with any claim made against EcoVadis that arises out of or relates to (i) any breach of any representations, warranties, covenants, or obligations of the Assessed company (ii) the consequences of any unlawful, fraudulent, harassing, libelous, or obscene data, information or documents provided to EcoVadis.

7.2. **EcoVadis Indemnity.** Subject to Article 11, in the event that the Service infringe any intellectual property rights of a third party not associated with the User, EcoVadis will defend

the Assessed Company against any claim of such infringement, and shall pay any monetary judgments, reasonable and related attorneys' fees, and costs finally awarded to the third party for such infringement, or any settlement of such claim to which EcoVadis has agreed. The foregoing obligation does not apply to any claim arising out of or relating to any (a) access to or use of the Service in combination with any hardware, system, software, network or other materials or service not provided or authorized in writing by EcoVadis; (b) modification of the Service other than (i) by or on behalf of EcoVadis; or (ii) with EcoVadis's written approval; (c) Users Indemnity under Section 7.1 above.

7.3. **Indemnification Process.** The foregoing indemnification obligations are conditioned on the indemnified party: (a) notifying the indemnifying party promptly in writing of such action, (b) reasonably cooperating and assisting in such defense and (c) giving sole control of the defense and any related settlement negotiations to the indemnifying party with the understanding that the indemnifying party may not settle any claim in a manner that admits guilt or otherwise prejudices the indemnified party, without consent.

7.4. **Mitigation.** If any Service is, or in EcoVadis's opinion, is likely to become the subject of any infringement-related claim, then EcoVadis will, at its expense and in its discretion: (a) procure for the User the right to continue using the Service; (b) replace or modify the infringing technology or material so that the Service becomes non-infringing and remains materially functionally equivalent; or (c) terminate the Agreement and give the User a refund for any pre-paid but unused fees.

8. Subscription and fees

8.1. Use of the Solution by the Assessed company is conditioned by the payment of all applicable fees, including a non-refundable, annual or multi-year subscription fee dependent on the plan that the Assessed company has selected, as detailed on [fees.ecovadis.com](https://www.ecovadis.com/fees). Use of the Solution is free, during the initial twelve (12) months only in the case where the initial subscription fee is paid by a Requesting company. All payments are due upon receipt. Local taxes, including withholding tax shall be paid by the User or respectively shall be charged to the User and their amounts shall not be deducted from the subscription fee.

8.2. Subject to the Assessed company's right to terminate this Agreement in accordance with Article 12, EcoVadis reserves the right to revise its annual subscription fee schedule and/or implement a different pricing model or additional

fees to be paid, at any time and without incurring any liability whatsoever towards the Users.

8.3. A processing charge will apply for any method of payment other than credit card. Details of processing fees are indicated on support.ecovadis.com, under "Plans, Subscription & Billing". Assessed companies with a billing address within the European Union (including the UK) are invoiced in euros only; all other companies can select between invoicing in euros or in U.S. dollars. Bank-related fees (wire transfer and currency exchange fees, if any), as well as any debt collection services-related fees, shall be borne by the Assessed company. Any failure by the Assessed company to make any payment when due may result in late payment fees on the past due amount at an amount corresponding to three (3) times the interest rate permitted under applicable law in France.

9. Intellectual property rights

The entirety of content on the Solution, including all methodologies, procedures, management tools, workshops, manuals, software packages, databases, questionnaires, designs, ideas, inventions, expertise, commercial methods, analysis methods, assessment methodologies, assessment results and all other rights covered by intellectual property rights developed, created or acquired by EcoVadis prior to supplying the Service or during operation of the Solution, by any other means whatsoever, are and remain the exclusive property of EcoVadis. All data and individual entries made on the Solution by each User remain the property of this User. In case of subscription to the Premium or Corporate plan, the Assessed company will be granted a twelve-month license to use and reproduce its Scorecard and/or any of the associated communication tools from the date these assessment results were published, under the condition that the subscription of the Assessed company remains valid.

10. Personal Data

While operating the Solution and providing the Service, EcoVadis, as a data controller, will process personal data in accordance with the EU General Data Protection Regulation 2016/679 (hereafter "GDPR"). In connection with this processing, EcoVadis will take adequate physical, administrative and technical measures to protect such data against their accidental or unlawful destruction, accidental loss, alteration, disclosure, any unauthorized access, in particular over the Internet, as well as against any form of unlawful processing, in accordance with its Statement of Data Privacy, which can be viewed by clicking on the following link: <https://www.ecovadis.com/fr/legal-notice>.

11. Limitation of liability

11.1. Notwithstanding any other provision in this Agreement, EcoVadis shall in no event be liable for any indirect loss or damage of any kind (including, without limitation, costs of cover, loss of profits, revenue, business, or loss or corruption of data) arising from or relating to this Agreement, including from (i) the use or inability to use the Solution or the Service, (ii) the use of the Data or the assessment results of the Assessed company by the Requesting company(ies); or (iii) a User's breach of its confidentiality obligations, regardless of the form of action.

11.2 In any case the aggregate liability of EcoVadis, regardless of the legal ground, shall be strictly limited to the amount of the fees paid by the Assessed company for the Service under this Agreement in the preceding twelve (12) months in case of annual subscription, or in the preceding thirty six (36) months in case of a three-year subscription.

12. Term – Termination

12.1. This Agreement shall enter into force on the date the User accepts the General Terms & Conditions, as validated by online confirmation on the EcoVadis platform. It will continue for an initial term of twelve (12) or thirty-six (36) months (depending on the selected subscription term), from the date the User submitted its assessment questionnaire on the EcoVadis platform for the first time. The Agreement will renew by tacit renewal per period of twelve (12) months each, unless terminated by either of the Parties in accordance with Section 12.2 below.

12.2. The Assessed company may terminate the Agreement at any time, for any reason, by discontinuing using the Solution and sending a written notification to EcoVadis. Documentation provided in electronic format will be deleted upon request. EcoVadis may terminate this Agreement without notice if the Assessed company is found to be in material breach of any of the terms of this Agreement.

Articles 3, 9 and 11 shall survive any termination of the Agreement.

13. Assignment and transfer

The User shall not assign or transfer the Agreement to any third party without the prior written consent of EcoVadis. EcoVadis may assign this Agreement to any direct or indirect subsidiaries, or to any other third party.

14. Modification

EcoVadis reserves the right, at any time, to modify the terms of this Agreement, subject to the Users' ability to terminate the Agreement pursuant to Section 12.2 hereof. The Users will be informed of any such changes by means of

publication on the web site ecovadis.com or through any other adequate means.

15. Applicable law and jurisdiction clause

This Agreement shall be governed, construed and interpreted in accordance with the laws of France. Any dispute arising out of or in connection with the Agreement, which cannot be settled amicably, shall be submitted to the competent court of Paris, France, which shall have exclusive jurisdiction notwithstanding the plurality of defendants.

16. Application of the Agreement

The Parties hereby agree that this Agreement sets forth the entirety of their respective rights and obligations relating to the subject matter thereof. This Agreement supersedes all prior agreements, negotiations and discussions between the Parties relating thereto. Any terms or conditions of any purchase order or other documents submitted by the User in connection with the access to or use of the Solution that are in addition to, different from, or inconsistent with this Agreement are not binding on EcoVadis and are ineffective.