

# ESGx Service Terms

Version: January 2024

If you (“Customer” or “You”) have entered into an Order Form with Reorg that includes a subscription for ESGx Services, your access to and use of the ESGx Services (as defined below) is governed by these ESGx Service Terms (“ESGx Terms”), which apply in addition to the Master Services Terms (the “Master Terms”) and are incorporated into the Agreement by and between Customer and Reorg. These ESGx Terms supersede all prior versions of the ESGx Service Terms that may have been entered into by and between Customer and Reorg. Reorg and Customer agree as follows:

**1. Definitions.** Solely for the purposes of these ESGx Terms, the below terms are defined as follows:

- a. “Aggregated ESG Data” means ESG Data that has been aggregated on a portfolio basis such that the aggregated data cannot: (i) be attributed to any particular issuers, obligors or documents, (ii) reveal the ESG Data or any portion thereof; or (iii) practicably be used to derive the ESG Data or any portion thereof.
- b. “Confidential ESG Information” means ESG-related documents and other information that are subject to confidentiality, non-use or non-disclosure restrictions and ESG Data and SFDR Data sourced or derived therefrom other than Aggregated Anonymous Data.
- c. “Downtime” means the loss of a material function of the ESGx Services, which loss was caused solely by a failure of Reorg’s computer or server equipment used to provide the ESGx Services to Customer, excluding any inability to access the ESGx Services as a result of: (i) the failure of third party connections, services or utilities, including computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within Reorg’s reasonable control; (ii) the failure of any provider of Third Party Services to provide access to Third Party Services; (iii) scheduled maintenance; or (iv) any Force Majeure Event. Reorg will use commercially reasonable efforts to provide Customer with advance notice of any scheduled maintenance.
- d. “ESG” means environmental, social and governance.

- e. “ESG Data” means ESG data in connection with loan and bond issuers delivered or made available in connection with the ESGx Services or obtained through use of the ESGx Services other than the SFDR Data, including any insights or analytics provided in connection therewith.
- f. “ESGx Services” means Reorg’s ESG and sustainability data offering.
- g. “FinDox Services” means Reorg’s document aggregation platform offering.
- h. “Portfolio Data” means information regarding Customer’s portfolios and the composition thereof which is reasonably required to generate SFDR Data for Customer, including portfolio name and list of holdings, and for each holding: name of issuer or obligor, asset identifier (LX ID or ISIN), par amount and public/private status.
- i. “SFDR” means Regulation (EU) 2019/2088 of the European Parliament and of the Council of 27 November 2019 on sustainability-related disclosures in the financial services sector, as amended or supplemented from time to time and including all subordinate legislation provided thereunder.
- j. “SFDR Data” means data relating to the following principal adverse sustainability indicators contained in the regulatory technical standards adopted pursuant to Articles 4(6) and (7) of SFDR which is generated in accordance with the SFDR Data Documentation with respect to Customer’s portfolios and delivered or made available in connection with the ESGx Services or obtained through use of the ESGx Services:
  - GHG Emissions – Scope 1;
  - GHG Emissions – Scope 2;
  - GHG Emissions – Scope 3;
  - GHG Emissions – Total;
  - Carbon Footprint;
  - GHG Intensity;
  - Active In Fossil Fuel Sector;
  - Consumption of Non-Renewable Energy;
  - Energy Consumption Intensity;
  - Activities Negatively Affecting Biodiversity-Sensitive Areas;
  - Emissions to Water;
  - Hazardous Waste;

- Violations of UN Global Compact Principles and Organisation for Economic Cooperation and Development (OECD) Guidelines;
  - Lack of processes and compliance mechanisms to monitor compliance with UN Global Compact principles and OECD Guidelines;
  - Unadjusted Gender Pay Gap;
  - Board Gender Diversity; and
  - Exposure to Controversial Weapons.
- k. “SFDR Data Documentation” means the SFDR data source framework made available to Subscriber by Reorg through the ESGx Services, as it may be amended from time to time.
- l. “SFDR Reporting Determination Date” means December 31<sup>st</sup> of each calendar year for which SFDR reporting is required.

All capitalized terms used herein without definition will have the same meanings set forth in the Master Terms.

## **2. Access to ESGx Services.**

- a. Access to ESGx Services and Authorized Users. Subject to Customer’s compliance with the terms and conditions of the Agreement, Reorg hereby grants to Customer a limited, non-exclusive, personal, revocable, non-transferable, non-sublicensable right and license solely during the Subscription Term for the ESGx Services for its Authorized Users to:
- i. access and use the ESG Data for internal business purposes;
  - ii. communicate Aggregated ESG Data to investors and potential investors in connection with Customer’s portfolios; and
  - iii. access and use the SFDR Data for SFDR reporting purposes in connection with Customer’s portfolios.

- b. Private-Side Access Policies. Customer will be solely responsible for determining the private-side access policy that applies to its Authorized Users.

Ownership of ESG Data, SFDR Data and SFDR Data Documentation. Notwithstanding anything to the contrary, Reorg and its licensors own and reserve all right, title and interest in and to all ESG Data, SFDR Data and SFDR Data Documentation.

### **3. Confidential ESG Information.**

- a. Customer's Access to Confidential ESG Information. The ESGx Services may include access to ESG Data or SFDR Data sourced or derived from Confidential ESG Information. Whenever Customer or any Authorized User accesses or requests access to Confidential ESG Information, Customer and the Authorized Users: (i) represent and warrant that they are authorized to access such Confidential ESG Information; (ii) will comply with all confidentiality, non-use and non-disclosure restrictions that apply to the Confidential ESG Information; and (iii) will not engage in any actions otherwise permitted by Section 2(a) of these ESGx Terms to the extent prohibited by applicable restrictions. Reorg may ask Authorized Users to confirm these access rights and their agreement to comply with these restrictions through the ESGx Services or, if Customer subscribes to FinDox Services, Reorg may confirm these access rights through the FinDox Services. If Customer or any Authorized User becomes aware that it has received any Confidential ESG Information that Customer or such Authorized User is not entitled to receive, then Customer and/or such Authorized User will immediately notify Reorg and will promptly and securely destroy such Confidential ESG Information and all copies of the same in its possession or control.
- b. Customer's Provision of Confidential ESG Information. Whenever Customer or any Authorized User provides or makes available to Reorg any Confidential ESG Information in connection with the ESGx Services, Customer (i) authorizes Reorg to act on Customer's behalf as its limited agent and representative to access and use the Confidential ESG Information for the sole purpose of providing the ESGx Services and performing its obligations under the Agreement; (ii) represents and warrants to Reorg that (x) Customer is authorized to access the Confidential ESG Information and (y) Customer has obtained all required licenses, permissions, and consents regarding the Confidential ESG Information that are necessary or desirable for Reorg to use the Confidential ESG Information to provide the ESGx Services and perform its obligations under the Agreement; and (iii) agrees that Reorg may, as part of its products and

services (x) make such Confidential ESG Information and data, reports, summaries, analyses and other information derived from such Confidential ESG Information available to other Reorg and Reorg Affiliate customers who have the necessary rights to receive such information and (y) make and generate Aggregated Anonymous Data from such Confidential ESG Information.

- c. Authorization to Access FinDox Services. If Customer subscribes to Reorg's FinDox Services, Customer hereby authorizes Reorg to access Customer Data hosted on the FinDox Services for the purpose of providing the ESGx Services.
- d. Third Party Tools. Customer acknowledges and agrees that Reorg may use third-party tools or services to process, and extract text and data from, Confidential ESG Information for the sole purpose of providing the ESGx Services.

#### **4. SFDR Data.**

- a. Availability of SFDR Data. While Reorg will use commercially reasonable efforts to identify publicly available sources of information in accordance with the SFDR Data Documentation, Reorg: (i) does not guarantee the availability of such information; and (ii) will have no responsibility to provide SFDR Data where the information needed to calculate or determine the SFDR Data has not been made available to Reorg.
- b. Customer's Obligation to Provide Data. Without limiting the foregoing, Customer acknowledges and agrees that Reorg will not be responsible for any delay or failure to perform the ESGx Services or make SFDR Data available to Customer that is caused by Customer's delay in or failure to provide Reorg with: (i) Customer's Portfolio Data both at the start of the Subscription Term for the ESGx Services and within five (5) business days following the end of each calendar quarter during the Subscription Term; and/or (ii) to the extent not already available to Reorg, copies of all underlying investment documents, files, data, and other information made available by loan and bond issuers that are required to provide the SFDR Data.
- c. Reporting Timeline. Subject to Customer's compliance with its obligations in the Agreement, including this Section 4, Reorg will use commercially reasonable efforts to make the SFDR Data as of the preceding Reporting Determination Date available within the ESGx Services on or before each May 15<sup>th</sup> that is within an applicable Subscription Term for ESGx Services.

**5. Service Availability; Downtime.** Reorg will use commercially reasonable efforts to maintain the availability of the ESGx Services and to restore access to ESGx Services after any interruption caused by Downtime. Reorg will not be liable for any unavailability of the ESGx Services as a result of any maintenance outages, outages beyond Reorg's reasonable control, and outages that result from any Customer or third party technology issues. Where possible, Reorg will notify Customer in advance of Downtime which may render the ESGx Services materially unavailable.

**6. Disclaimers.**

- a. Data Disclaimer. Customer acknowledges and agrees that all ESG Data and SFDR Data is provided on an "AS IS" and "AS AVAILABLE" basis and may not be provided to Customer in real-time. Reorg obtains data and information from a wide variety of public and private sources. The accuracy, timeliness and completeness of any data or information from third party sources cannot be guaranteed nor does Reorg accept any responsibility for errors appearing in or omissions from the ESG Data and SFDR Data due to inaccuracies or incompleteness of data from Customer or third party sources. Reorg does not undertake any obligation to verify ESG Data and SFDR Data or to update either of the foregoing after they are delivered or made available including for changes in any documents, SFDR Data Documentation or other information on which the ESG Data and SFDR Data are based.
- b. Not Investment Advice. The ESG Data and SFDR Data is not, and should not be construed as, an offer to sell or the solicitation of an offer to buy any securities or other financial products. Nothing contained in the ESG Data and SFDR Data is intended to be, nor will it be construed as investment advice, nor is it to be relied upon in making any investment or other decision. Reorg does not act as a broker, dealer or investment adviser. Prior to making any investment decision, Customer and all Authorized Users are advised to consult with their respective brokers, investment advisers, or other appropriate tax or financial professionals to determine the suitability of any investment. No ESG Data and SFDR Data or other communication by Reorg to Customer or any Authorized User, constitutes or should be construed as legal or financial advice.
- c. No Reliance. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE INFORMATION AVAILABLE THROUGH THE ESGX SERVICES IS NOT TO BE RELIED UPON AND CUSTOMER'S AND ANY AUTHORIZED USER'S USE OF OR RELIANCE ON ANY INFORMATION PROVIDED AS PART OF THE ESGX SERVICES IS AT CUSTOMER'S AND/OR

ANY AUTHORIZED USER'S OWN RISK. IF REASONABLY NECESSARY, CUSTOMER AND ANY AUTHORIZED USER SHOULD SEEK THE ASSISTANCE OF A PROFESSIONAL ADVISER IN DETERMINING WHETHER TO USE OR RELY ON INFORMATION PROVIDED AS PART OF THE ESGX SERVICES.

- d. Not a Ratings Provider. REORG DOES NOT ACT AS A RATINGS PROVIDER WITH RESPECT TO ESG DATA OR SFDR DATA. REORG MAKES NO REPRESENTATION OR WARRANTY AS TO THE SUITABILITY OF THE ESG DATA OR SFDR DATA FOR ANY PURPOSE.

**7. Indemnification.** Customer and each Authorized User will defend, indemnify, and hold harmless Reorg and Reorg's Indemnitees from all Losses that arise from or relate to (a) Customer's or any Authorized User's opinions, recommendations, forecasts or other comments made or actions taken based (in whole or in part) on any ESG Data or SFDR Data; or (b) Customer's breach of Sections 3(a) or 3(b)(ii) of these ESGx Terms.

**8. Effect of Termination, Data Retention and Audit Rights.**

- a. Survival. The terms of Sections 1, 3, 4(a), 4(b), 6, 7 and this Section 8 of these ESGx Terms will survive the expiration or termination of the Subscription Term for the ESGx Services for any reason in accordance with their terms.
- b. Expungement; Compliance with Retention Policies. Within thirty (30) days of termination or expiration of the Agreement or of Customer's subscription to the ESGx Services for any reason, Customer and each Authorized User will expunge all ESG Data received in connection with the ESGx Services from Customer's and all Authorized Users' computer systems. Additionally, upon Reorg's request, Customer will provide Reorg with written confirmation of Customer's and each Authorized User's compliance with this Section 8(b) by a duly authorized officer of Customer. Notwithstanding the foregoing, Customer may, on a confidential basis in accordance with Section 9 of the Master Terms, retain limited copies of such ESG Data and SFDR Data solely to the extent required: (x) by Customer's *bona fide* internal record retention policy or (y) for regulatory and legal compliance reasons, that are, in each case, not used for any other purpose.
- c. Audit Rights. For a period of one (1) year following termination or expiration of Customer's subscription to the ESGx Services for any reason, Reorg may, upon Reorg's reasonable request and during regular business hours, reasonably inspect and audit,

or have its representatives or independent third party inspect and audit, Customer's records and other documents as necessary to verify compliance with Section 8(b) of these ESGx Terms. Failure by Reorg to exercise any such audit right will not relieve Customer of its obligation to comply fully with the terms of the Agreement. Any audit performed in accordance with this Section 8(c) will be conducted at Reorg's sole cost and expense; provided, that if any such audit reveals noncompliance with the terms of the Agreement, Customer will pay and/or reimburse Reorg for (i) all fees and reasonable charges relating to the unauthorized use, retention, or redistribution of the ESG Data and SFDR Data discovered during such audit, including all fees and reasonable charges that Reorg would have been entitled to for a subscription to access any such ESG Data and SFDR Data at Reorg's then-current rates; and (ii) all reasonable audit expenses incurred by Reorg and its representatives or agents.