

SFDR Data Service Terms

Version: January 2024

If you (“Customer” or “You”) have entered into an Order Form with Reorg that includes a subscription for SFDR Data Services, your access to and use of the SFDR Data Services (as defined below) is governed by these SFDR Data Service Terms (“SFDR Data 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 SFDR Data Terms supersede all prior versions of the SFDR Data 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 SFDR Data Terms, the below terms are defined as follows:
 - a. “Confidential ESG Information” means ESG-related documents and other information that are subject to confidentiality, non-use or non-disclosure restrictions and SFDR Data sourced or derived therefrom other than Aggregated Anonymous Data.
 - b. “Downtime” means the loss of a material function of the SFDR Data Services, which loss was caused solely by a failure of Reorg’s computer or server equipment used to provide the SFDR Data Services to Customer, excluding any inability to access the SFDR Data 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.
 - c. “ESG” means environmental, social and governance.
 - d. “FinDox Services” means Reorg’s document aggregation platform offering.
 - e. “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.

- f. “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.
- g. “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 SFDR Data Services or obtained through use of the SFDR Data 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.

- h. “SFDR Data Documentation” means the SFDR data source framework made available to Subscriber by Reorg through the SFDR Data Services, as it may be amended from time to time.
- i. “SFDR Data Services” means Reorg’s SFDR Data offering.
- j. “SFDR Reporting Determination Date” means December 31st 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 SFDR Data Services.

- a. Access to SFDR Data 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 SFDR Data Services for its Authorized Users to 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.
- c. Ownership of 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 SFDR Data and SFDR Data Documentation.

3. Confidential ESG Information.

- a. Customer’s Access to Confidential ESG Information. The SFDR Data Services may include access to 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 SFDR Data 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 SFDR Data 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 SFDR Data 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 SFDR Data 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 SFDR Data 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 SFDR Data 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 SFDR Data 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 SFDR Data 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 SFDR Data 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 SFDR Data Services on or before each May 15th that is within an applicable Subscription Term for SFDR Data Services.

5. Service Availability; Downtime. Reorg will use commercially reasonable efforts to maintain the availability of the SFDR Data Services and to restore access to SFDR Data after any interruption caused by Downtime. Reorg will not be liable for any unavailability of the SFDR Data 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 SFDR Data Services materially unavailable.

6. Disclaimers.

- a. Data Disclaimer. Customer acknowledges and agrees that all 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 SFDR Data due to inaccuracies or incompleteness of data from Customer or third party sources. Reorg does not

undertake any obligation to verify SFDR Data or to update the foregoing after it is delivered or made available including for changes in any documents, SFDR Data Documentation or other information on which the SFDR Data is based.

- b. Not Investment Advice. The 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 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 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 SFDR DATA 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 SFDR DATA 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 SFDR DATA SERVICES.
- d. Not a Ratings Provider. REORG DOES NOT ACT AS A RATINGS PROVIDER WITH RESPECT TO SFDR DATA. REORG MAKES NO REPRESENTATION OR WARRANTY AS TO THE SUITABILITY OF THE 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 SFDR Data; or (b) Customer's breach of Sections 3(a) or 3(b)(ii) of these SFDR Data Terms.

8. Effect of Termination. In the event of termination or expiration of the Agreement or of Customer's subscription to the SFDR Data Services for any reason, Customer and each Authorized User will cease all access to and use of the SFDR Data provided that Customer may, on a confidential basis in accordance with Section 9 of the Master Terms, retain limited copies

of the SFDR Data received in connection with the SFDR Data Services solely to the extent required: (i) by Customer's *bona fide* internal record retention policy; or (ii) for regulatory and for legal compliance reasons, that are, in each case, not used for any other purpose. The terms of Sections 1, 3, 4(a), 4(b), 6, 7 and this Section 8 of these SFDR Data Terms will survive the expiration or termination of the Subscription Term for the SFDR Data Services for any reason in accordance with their terms.