

EcoVadis SP – GENERAL TERMS & CONDITIONS

1. Definitions

“**Solution**”: an online platform enabling the evaluation of the performance of companies in terms of Corporate Social Responsibility (“CSR”), accessible at www.ecovadis.com

“**Service**” supplier’s assessment service, which EcoVadis operates on behalf of Clients

“**Client(s)**”: any company subscribing to the Solution enabling the former to access a database containing information regarding CSR performance of its suppliers

“**Company(ies)**”: any business wishing to register or which is already registered with the Solution to evaluate its performance, upon request by a Client or voluntarily

“**Users**” means both signifies Companies and Clients

2. Subject

EcoVadis operates a Service on behalf of Users aimed at objectively evaluating the CSR performance of Companies. Access to this Service and use of the Solution are strictly subject to the respect of these General Terms & Conditions (hereinafter collectively referred to as the “Agreement”).

3. Confidentiality

3.1 EcoVadis and the User undertake to respect the confidentiality of all information and documents of any nature whatsoever concerning the other Party, to which they might have access during the use of the Solution, unless they have prior written authorization granted by the other Party, and with the exception of the use of such information and documents for the purpose of this Service. The content of evaluation questionnaires and information related to the EcoVadis evaluation methodology is considered as confidential information.

3.2. For the purposes of the Service, the Company agrees that the information collected during Solution use (the “Data”) will be used so as to develop the EcoVadis database. This Data may be communicated by EcoVadis to Clients subscribing to the Solution, subject to prior approval from the Company, which shall be confirmed through email.

3.3. Section 3.1 does not apply to information pertaining to 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 and/or to such Party’s representatives, externals counsel and advisors, any Confidential Information that is required to be disclosed by law or for audit purposes.

4. Responsibility of EcoVadis

EcoVadis shall operate the Solution and shall provide the service in a good workmanlike manner consistent with sound commercial practices and in accordance

with the highest ethical standards and principles of fairness and strict confidentiality. EcoVadis will use all reasonable endeavors to ensure the accuracy, completeness and confidentiality of any information relating hereto as part of the Services.

5. Responsibility of Users

5.1 System Integrity: 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 employees username and password. It shall immediately notify EcoVadis of any unauthorized use of personal login data. Otherwise, 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 Company

The Company is responsible for ensuring 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. The Company will be liable to third parties for the consequences of any false or unlawful data, information or documents provided to ECOVADIS.

7. Remuneration and fees

Use of the solution by the Company is conditioned by the payment of a 390 Euros, non-refundable, annual subscription fee. Use of the solution is free, during the initial 12 months only in the case where the access cost is subsidized by your client. Company can subscribe to an optional Premium service as detailed on www.ecovadis.com/fees. Company should pay this fee within maximum 30 days of receiving the invoice detailing such fee.

8. 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, evaluation methodologies, evaluation 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 Service or 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 and shall be deleted upon written request by the said User.

In case “Premium “service level is subscribed a 12 months license to use and reproduce the evaluation results, and associated “CSR Commitment” logo is granted to the Company. This authorization is conditional to the fact that the entire scorecard should be used, mentioning the source and the evaluation’s

publication date.

9. Limitation of liability

9.1. EcoVadis shall not be liable for any damages or losses arising out of (i) the Company’s use of the Solution, including, without limitation, those resulting from interruption of use, loss or corruption of data, (ii) Customers’ use of the Data or the evaluation results of the Company, (iii) a User breaching its confidentiality obligations. EcoVadis shall not be liable for any indirect losses or damages, such as damages for lost profits, interruption of business, delays, reduction of the Company base, operating loss, or other damages that may be suffered by the Company or any person or entity affiliated or associated with the Company, even if such damages are resulting from the Solution Use or the use of the Data or the evaluation results by the Customer.

9.2. The Supplier agrees to waive its rights to any claim against EcoVadis for any direct or indirect damages or losses suffered in connection with the use of the Data or the evaluation results by Customers.

9.3 In any case the liability of EcoVadis shall be strictly limited to the amount of the fees paid by the Company Services in the preceding 12 months.

10. Term – Termination

10.1. This Agreement shall enter into force on the date the User accepts these T&C’s, as validated by online confirmation on the EcoVadis platform.

10.2. Each Party may terminate the Agreement at any time, for any reason, without prior notice, by discontinuing using the Solution and sending a written notification to EcoVadis. The Company can claim back paper based documentation provided to EcoVadis for assessment purposes. Documentation will be sent back at Company’s cost. Documentation provided on electronic format will be deleted upon request. Sections 3, 8 and 9 shall survive any termination of the Agreement.

11. Assignment and transfer

The Company 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 any other third party.

12. Applicable law and jurisdiction clause

This Agreement shall be governed, construed and interpreted in accordance with the laws of the 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.