

## Product Specific Terms for EQS Third Party Due Diligence Services

### 1. General

- 1.1. These product specific terms (the "Product Specific Terms") apply to Customers using the EQS Third Party Screening and Due Diligence Service. These Product Specific Terms amend the Agreement and form an integral part of the Agreement. Capitalized terms used but not defined in these Product Specific Terms are as defined in the Agreement.
- 1.2. These Product Specific Terms enable EQS Group to provide Customer with access to databases of information and reports obtained via different subcontractors ("Third Party Service Providers"). EQS Group does not itself control or maintain such databases or create such reports, therefore, these Product Specific Terms reflect the non-negotiable terms that the Third Party Service Providers and their licensors require EQS Group to agree or pass through to its customers.
- 1.3. Customer is responsible for (i) its use of any content, data and output (e.g. textual, audiovisual or other data or content) provided, generated and/or returned to Customer by the Cloud Service (including by artificial intelligence features) (the "Output") and (ii) determining whether Output is appropriate for Customer's use. Output may be generated by artificial intelligence, including by using technology provided by third-party subcontractors. Due to the nature of the artificial intelligence features, (i) Output may not be correct, unique or exclusive to Customer, (ii) the same or similar input may yield differing Output, (iii) Output does not represent EQS Group's or its subcontractors' views, and (iv) EQS Group makes no warranty as to the accuracy, completeness or reliability of Output or that it does not violate third-party rights or any laws. EQS Group will in no event be liable for losses attributable to Customer's use and evaluation of as well as conclusion drawn from Output.

### 2. Third Party Due Diligence (the "TP Due Diligence")

- 2.1. TP Due Diligence refers to proportionate and targeted research and enquiries conducted in relation to any existing or contemplated engagement with a third party (such as a supplier) with the specific purpose of complementing the internal compliance functions of the Customer by supporting them in demonstrating that appropriate rigour has been applied to the Customer's compliance efforts; typically, such enquiries will be carried out on a volume or bulk basis and not on a one off basis in relation to a single subject and, consequently, the approach will differ significantly from tailored or bespoke due diligence research and enquiries that might be appropriate for more substantial business relationships.
- 2.2. In all cases, TP Due Diligence reports are prepared on the basis of Third Party Service Provider's standard TP Due Diligence methodology. Unless otherwise expressly agreed in the relevant scope of work, TP Due Diligence reports are based solely on a finite selection of public records data sources accessible online and will not comprise any data obtainable from face-to-face meetings, phone calls or other on-the-ground enquiries or physically accessible databases.
- 2.3. TP Due Diligence reports are intended to support the internal compliance functions of the Customer. They are not a tool for facilitating complex business decisions requiring deep understanding or detailed analysis of a business' operational and/or reputational exposures. It is very probable that additional relevant information would be revealed through a more thorough review of a variety of information sources, including on-the-ground enquiries of human sources and hard copy public records as well as further interrogation of sources accessible online (even including more detailed interrogation of sources that may be consulted as part of Third Party Service Provider's standard TP Due Diligence methodology).
- 2.4. Accordingly, no TP Due Diligence report should be relied upon exclusively as the basis for taking or refraining from taking any business decision. The main purpose is to assist the Customer to demonstrate that it has applied appropriate rigour to its compliance efforts in relation to any existing or contemplated engagement with the subject(s) of such TP Due Diligence report(s).
- 2.5. The Customer (for itself and on behalf of each of its affiliates) warrants, represents and undertakes that it accepts and understands the foregoing qualifications and limitations and agrees that it may not place any reliance on a TP Due Diligence report that any experienced compliance officer, or due diligence / business intelligence professional would consider unreasonable taking the same into account.
- 2.6. EQS Group does not make any warranty as to the results that may be obtained from use of the TP Due Diligence reports. The TP Due Diligence reports are provided "as is" and "as available" and EQS Group disclaim all warranties, express or implied, including, but not limited to, that it is without errors, the accuracy, completeness, currentness, timeliness or any implied warranties of merchantability, fitness for a particular purpose and non-infringement. IN NO EVENT SHALL EQS GROUP BE LIABLE FOR LOSS, DAMAGE, INACCURACY OR CORRUPTION OF DATA, PROPERTY, SYSTEMS, DOCUMENTS OR MATERIALS OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, OR FOR ANY MATTER BEYOND THEIR REASONABLE CONTROL. If German, Austrian or Swiss law applies to the Customer contract, this clause shall be substituted in its entirety by Section 2.6A.
- 2.6A If the Customer contract is governed by German, Austrian or Swiss law, this Section shall apply in lieu of Section 2.6. EQS Group does not make any warranty as to the results that may be obtained from use of the TP Due Diligence reports. EQS Group disclaim all warranties (within the meaning of a Garantie), express or implied, including, but not limited to, that it is without errors, the accuracy, completeness, currentness, timeliness or any implied

warranties of merchantability, fitness for a particular purpose. For the avoidance of doubt, EQS Group disclaims any and all warranties without limiting its liability for any primary contractual duty (Kardinalspflicht). UNLESS AND TO THE EXTENT CAUSED BY FRAUD, MISREPRESENTATION OR GROSS NEGLIGENCE, IN NO EVENT SHALL EQS GROUP BE LIABLE FOR LOSS, DAMAGE, INACCURACY OR CORRUPTION OF DATA, PROPERTY, SYSTEMS, DOCUMENTS OR MATERIALS, SERVICES OR TECHNOLOGY, OR FOR ANY MATTER BEYOND THEIR REASONABLE CONTROL UNLESS SUCH LIABILITY MAY NOT BE LIMITED BY LAW.

- 2.7. EQS Group shall be entitled to make changes or substitutions to the TP Due Diligence Services as a result of the expiry or termination of an agreement between EQS Group and any subcontractor of any element of the TP Due Diligence Services or the variation of any subcontractor element of the TP Due Diligence Services without incurring liability to the Customer.

The Services hereunder may be subject to United States, United Kingdom and European Union export control and economic sanctions laws and other foreign trade controls. Customer shall ensure that it and its affiliates, employees, and any other person accessing or using the Services through the Customer comply with applicable law and shall not access, use, or otherwise make the Services nor the results of the Services available in violation of any sanctions or export laws or regulations, including but not limited to restrictions imposed by the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency governmental or authority.

### 3. Confidentiality and disclosure of TP Due Diligence reports.

- 3.1. Each Party will prevent unauthorised use or disclosure of TP Due Diligence reports. TP Due Diligence reports may be disclosed by the Customer only to Customer affiliates (including their directors, officers and employees) subject to confidentiality obligations equivalent to those contained in the Agreement and may not be disclosed to any third parties without the prior written consent of EQS Group (such consent not to be unreasonably withheld). Disclosure to third parties shall at all times be subject to the reasonable instructions of EQS Group and shall require such third parties to sign a non-disclosure agreement with EQS Group.

### 4. TP Due Diligence Screening Services

- 4.1. Customer acknowledges that reports prepared via the TP Due Diligence Screening Services are prepared on the basis of the information provided by the Customer, based solely on a finite number of data sources available online and prepared without human input to determine the relevance or accuracy of such reports. As such, Customer warrants, represents and undertakes that it shall not place any reliance on reports prepared via the TP Due Diligence Screening Services that any experienced compliance officer or due diligence/business intelligence professional would consider unreasonable taking the same into account.
- 4.2. LexisNexis Services. The following terms shall apply to all aspects of the Services supplied by LexisNexis Risk Solutions FL Inc. (the "LN Services"):
  - 4.2.1. Customer shall use the LN Services solely for its own internal business purposes and may not resell, redistribute or re-license the Services in whole or in part.
  - 4.2.2. Customer shall not use the LN Services or any information contained therein for marketing purposes, nor for any purpose not specified by the Customer.
  - 4.2.3. Customer shall restrict access to the LN Services to those employees who have a need to know and ensure that its employees do not (i) obtain or use any information from the LN Services for personal reasons or (ii) transfer any information from the LN Services to any party except as permitted under this Agreement.
  - 4.2.4. Customer shall keep all user IDs and related passwords or other security measures used to access the LN Services confidentially and prohibit the sharing of user IDs and immediately deactivate the user ID of any employee who no longer has a need to access the information.
  - 4.2.5. Customer shall take all commercially reasonable measures to prevent unauthorised access to or use of the LN Services or data received there from and maintain data destruction procedures to protect the security and confidentiality of all information obtained through the LN Services.
  - 4.2.6. Customer shall take all steps to protect its networks and computer environments, or those used to access the LN Services, from compromise.
  - 4.2.7. Customer shall implement policies and procedures to prevent unauthorised use of user IDs and the LN Services and will promptly notify without undue delay EQS Group if the Customer suspects, has reason to believe or confirms that a user ID or the LN Services (or data derived directly or indirectly there from) is or has been lost, stolen, compromised, misused or used, accessed or acquired in an unauthorised manner or by any unauthorised person, or for any purpose other than legitimate business reasons.
  - 4.2.8. Customer will indemnify, defend, and hold EQS Group harmless from and against any and all direct liabilities, damages, damages, losses, claims, costs and expenses, including reasonable attorneys' fees, which may be incurred by EQS Group resulting from the use, disclosure, sale or transfer of the LN Services (or information therein) by the Customer.
  - 4.2.9. If Customer notifies EQS Group that the LN Services do not meet EQS Group obligations under this Agreement, within ten (10) days of receipt of the LN Services, then, unless EQS Group disputes the Customer's claim, EQS Group will, at its option, either re-perform the LN Services in question

or issue a credit for the amount the Customer paid to EQS Group for the non-conforming LN Services.

- 4.2.10. If EQS Group determines or suspects that the Customer is violating any provision of this Agreement, or any applicable laws, regulations or rules, EQS Group may take immediate action, including terminating the delivery of the LN Services. Customer acknowledges that for any breach of this paragraph 4.5.10, EQS Group will not have an adequate remedy at law and consequently, EQS Group (without limiting the right to any other remedy) shall be entitled to specific performance and Customer further consents to the entry of an immediate injunction without need for posting a bond against any threatened or continuing breach of this paragraph 4.5.10.
- 4.2.11. LexisNexis Risk Solutions FL Inc. shall be entitled to the benefit of and to enforce all of the rights of EQS Group under paragraph 4.5 subject to and in accordance with the terms of this Agreement and the provisions of the Contracts (Rights of Third Parties) Act 1999.

4.3. Dun & Bradstreet Services. The following terms shall apply to all aspects of the Services supplied by Dun & Bradstreet, Inc. (the "D&B Services"):

- 4.3.1. Customer shall not use the D&B Services or any information contained therein as a factor in establishing an individual's eligibility for employment or credit or insurance to be used primarily for personal family or household purposes.
- 4.3.2. Customer shall not use the D&B Services in any way that: (a) infringes, misappropriates or violates a third party's intellectual property or proprietary rights, including rights of privacy and publicity; or (b) violates, or encourages any conduct that would violate, any applicable law or regulation.
- 4.3.3. Dun & Bradstreet, Inc. shall be entitled to the benefit of and to enforce all of the rights of EQS Group under Section 4.6. (Dun & Bradstreet Services) subject to and in accordance with the terms of this Agreement and the provisions of the Contracts (Rights of Third Parties) Act 1999.