

# Terms of Service

1. The agreement between the Disruption House Limited with registered office at 2nd Floor, Regis House, 45 King William Street, LONDON, EC4R 9AN (“**TDH**”) and the Company (Client) will be formed on the date when these terms (“**Terms**”) are accepted by the Client (the “**Effective Date**”), will form a binding contract between the parties (“**Agreement**”) and will continue until and unless terminated in accordance with Clause 10.

2. On the Client’s acceptance of these Terms and payment of the relevant Programme fees (“**Fees**”) TDH will a) carry out and make available an assessment, a scorecard and use its reasonable endeavours to provide the other Programme deliverables selected by the Client (the “**Deliverables**”) and b) deliver the services described in the relevant Programme (the “**Services**”) to the Client. Any dates provided are estimates only. If the Client requires any additional services, these are chargeable and subject to separate agreement.

3. The Client agrees that, in order to enable TDH to provide the Services, the Client will need to: co-operate with the TDH in all matters relating to the Deliverables and Services; provide prompt access to the data requested by TDH and ensure that such information is accurate in all material respects. The Scorecard will not be published or made available to any third party by TDH.

4.

a) Subject to the licences granted under this Clause 4, all Intellectual Property Rights in the Deliverables shall be owned by TDH, except for the Intellectual Property Rights in the data provided by the Client (the “**Client Data**”) (which the Client retains ownership of).

b) TDH grants the Client: -

a. a royalty-free, non-transferable, non-exclusive limited licence, on a worldwide basis during the term of the Agreement; -

i. to use the Deliverables for the Client’s internal business purposes only;

ii. use the TDH certification provided as part of the Deliverables; and

iii. to publicly display the TDH accreditation badge.

c) The Client: -

a. has no rights to resell the Deliverables or the output of the Services;

- b. shall not create derived data from the Deliverables; and
  - c. shall use the Deliverables only in the format provided by TDH and retain the Deliverables in a complete form such that no separate extracts are created.
- 5.
  - a) The Client grants TDH a worldwide, royalty-free and unlimited in time licence to use all Client Data for the purposes of:
    - a. providing the Deliverables and Services;
    - b. validation and authentication of the Deliverables and Services; and
    - c. provided the Client Data is anonymised (such that the Client cannot be identified) and aggregated (“Anonymised Aggregation Data”), for the purposes of 1) improving and delivering TDH’s products and services 2) creating environmental, social and governance performance benchmarks and 3) for use of the Anonymised Aggregation Data in TDH’s products and services from time to time.
  - b) TDH has no rights to resell the Client Data. TDH is entitled to sell any part of the Anonymised Aggregation Data.
- 6. The Client warrants that it has all necessary rights to permit TDH to use all data that it provides to TDH pursuant to this Agreement, and warrants that it will have all necessary permissions, licences and authority to provide such data to TDH. TDH shall, subject to the disclosure rights set out in this Agreement, maintain the confidentiality of all data provided to it by the Client.
- 7. The Client recognises that it may provide personal data to TDH during the production of the Survey; where it does so each party will comply with all applicable data privacy laws, including the Data Protection Act 2018 or the General Data Protection Regulation (EU) 2016/679), where applicable. TDH’s Privacy Policy is available at <https://thedisruptionhouse.com/privacy-policy/>.
- 8. TDH’s questionnaires and research methodology are valuable Intellectual Property Rights of TDH and are integral to its business. The Client acknowledges that all questionnaires and research methodologies used by TDH, including those supplied or provided by third parties, represent proprietary and confidential information of TDH and the Client agrees that it will not without the specific written permission share any details of them, or TDH’s research methodology more generally, with any third party; nor will it do anything with the intent or purpose of reverse-engineering

any methodology, the Deliverables provided or made use of hereunder; and it will ensure that all of its employees and agents comply with this clause.

9. The Deliverables and online access to the Services may be unavailable from time to time for various reasons, except as expressly provided in this agreement and to the extent permitted by applicable law, the services are provided “as is” and TDH does not make warranties of any kind, express, implied, or statutory, including those of satisfactory quality, fitness for a particular purpose and non-infringement or any representations regarding availability, reliability, or accuracy of the services. TDH cannot and does not warrant that any Deliverable will be entirely accurate, nor that any prediction or estimation made in any such deliverable will be correct. No element or aspect of any such Deliverable represents legal, accounting, or financial advice and must not be relied upon for any such purposes.

10. Either party may terminate this Agreement immediately by giving written notice if (a) the other party commits a material breach of the Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or (b) a resolution is passed for the winding up, or any similar insolvency event occurs in respect of, the other party. The Agreement will continue for the Programme term selected by the Client in accepting the Agreement and will renew automatically for annual renewal terms subject to either party being entitled to terminate at each anniversary by giving not less than 30 days’ written notice.

11. Neither party shall be liable, whether in tort (including for breach of statutory duty), contract, misrepresentation or otherwise, for loss of profits, loss of business, depletion of goodwill, similar losses, loss of anticipated savings, loss of goods, loss of contract, loss of use, loss or corruption of data or information, or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses. Except in regard to a breach of confidentiality, no matter how many claims are made, and subject to applicable law, each party’s maximum aggregate liability to the other party in connection with this Agreement will not exceed a sum equal to the total Fees paid by the Client to TDH.

12. Neither party shall be liable for any breach of its obligations hereunder, except in respect of payment, resulting from causes beyond the reasonable control of the party in default (or its subcontractors) including but not limited to act of God, war, insurrection, riot, civil commotion, Government regulation, embargo, explosion, strike, labour dispute, illness, flood, fire or tempest (an ‘Event of Force Majeure’). Any

time limit or estimate for a party to perform any act hereunder shall be suspended during an Event of Force Majeure.

13. If any provision of this Agreement is determined to be unenforceable by a court of competent jurisdiction, that provision will be severed, and the remainder of the Agreement will remain in full effect.

14. No term of this Agreement is intended to confer a benefit on, or to be enforceable by, any person who is not a party to this Agreement

15. TDH is entitled to change these Terms at any time without notice. The current version of the Terms will be displayed on TDH's website.

16. This Agreement shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the courts of England and Wales except to the extent that local law imposes an alternative jurisdiction.