

Updated February 21, 2024

Use of Information & Confidentiality Policy ("Policy")

By responding to the Corporate Sustainability Assessment (CSA) via the online CSA portal ("Portal"), you provide S&P Global Switzerland SA, including its and S&P Global Inc.'s related, affiliated and/or subsidiary companies (hereinafter referred to as "S&P Global") with certain data and information concerning your company (hereinafter referred to as "Data Points"); your supporting documents containing company information (hereinafter referred to as "Supporting Documents"); and additional comments and insights in the Confidential Additional Comment field (hereinafter referred to as "Confidential Additional Comment") in response to certain CSA questions.

Supporting Documents and Confidential Additional Comments will only be used to validate and enhance Data Points. The use of Data Points validated and enhanced based on the Supporting Documents and Confidential Additional Comments is subject to the data confidentiality designation option selected on the Portal. Except as provided herein, Supporting Documents and Confidential Additional Comments shall otherwise be kept confidential. For clarity, confidentiality shall also apply to any Supporting Documents and Confidential Additional Comments provided by you in the Feedback Survey and Future Questions sections of the questionnaire or to information provided in response to a Media and Stakeholder Analysis (hereinafter referred to as "MSA") information request.

S&P Global reserves the right to use Data Points (not Supporting Documents and/or Confidential Additional Comments) for purposes such as (i) internal research or to meet due diligence and validation requirements on Scores (as defined below); (ii) defining or distributing Environmental, Social or Governance (ESG) solutions to and for its clients, including, without limitation, publication, redistribution, and impact reporting, and for the purpose of other business activities as research, data validation, credit ratings, and distributing Index products; (iii) use of the Data Points in internal or third party natural language processing tools, Artificial Intelligence models and tools and/or as part of other similar tools and methods; and (iv) performing research projects with selected external parties pursuant to appropriate confidentiality agreements. For the purpose of clarity, S&P Global reserves the right to publish and redistribute Data Points related to Operational Eco-Efficiency in its discretion (see [list](#) of such datapoint related CSA questions, which may be updated from time to time).

Notwithstanding the foregoing, S&P Global shall not publish or re-distribute Data Points designated by you as confidential in the Portal pursuant to the designation options provided by S&P Global.

S&P Global uses its proprietary [methodology](#) to aggregate Data Points into numerical scores (hereinafter referred to as “Scores”). The Scores may also include the outcomes of the MSA review. S&P Global will use the Scores for the purpose of defining and distributing index products as well as for the purpose of other business activities such as research, data validation, credit ratings, data provision, and co-operations with third parties for product developments and offerings. S&P Global may also grant such use to third parties. S&P Global explicitly reserves the right to provide the Scores to specific third-party data publication platforms, with or without reference to the specific company that a Score relates to. In addition, the Scores may be used to highlight sustainability leaders, including without limitation, in the S&P Global Sustainability Yearbook and/or any other S&P Global publication. S&P Global may change a company’s Score(s) from time to time in accordance with its methodologies, policies and procedures. As a result of a change to a company’s Score(s), the relative industry position (if any) of a company may also change. Industry positions are also subject to change as the number of assessed companies increases throughout the year. S&P Global will not publish or redistribute Data Points or Scores that are calculated solely for testing purposes in the CSA, except that S&P Global reserves the right to publish such Data Points and Scores in aggregated form without naming individual companies. Notwithstanding the foregoing, the preceding restrictions shall not apply to any information provided in the Future Questions sections of the CSA.

S&P Global uses its proprietary [MSA methodology](#) to reflect a corporate controversy in the Score based on the impact of the controversy on a company (“Impact Rating”) and an analysis of the impact of the company response (“Response Rating”). For the avoidance of doubt, S&P Global may use the Impact Ratings and/or Response Ratings for the purpose of defining index products. S&P Global reserves the right to distribute, publish, or otherwise use, directly or through third-party co-operations, in whole or in part, including without limitation, in report form, the outcomes of the MSA, including the Impact Rating and Response Rating. Notwithstanding the foregoing, specific responses from you for the MSA that are not available in the public domain will be kept confidential.

Notwithstanding anything to the contrary herein, S&P Global may also be required to provide Scores, Data Points, Supporting Documents, Confidential Additional Comments and any other information and responses provided by you to S&P Global under this Policy, including, without limitation, via the Portal, to regulators, authorities, or S&P Global’s authorized financial, legal and audit advisors to meet legal and regulatory requirements. Further, notwithstanding anything herein to the contrary, confidentiality and related use restrictions shall not apply to any Data Points or other information (including, without limitation, information in Supporting Documents) that are provided in response to questions that require publicly available evidence or to any Data Points or other information (including, without limitation, in connection with the MSA or Supporting Documents) that are separately validated through publicly available sources.

To the extent permitted by law S&P Global shall not be liable for any direct, indirect, or consequential damages arising out of or in connection with the use of the Scores, Data Points, Supporting Documents, Confidential Additional Comments, the MSA and its related outcomes and analyses, or any other information provided hereunder to S&P Global. You represent and warrant that you have the right to provide the Supporting Documents, Data Points, Confidential Additional Comments and/or any other information or responses to S&P Global in accordance with this Policy. Further, you are solely liable and responsible for compliance with applicable law, regulations, rules, and policies in connection with your provision to S&P Global of any such Supporting Documents, Data Points,

Confidential Additional Comments, and any other information under this Policy. Notwithstanding anything herein to the contrary, in the event you have another written agreement with S&P Global concerning the subject matter hereof or concerning another S&P Global ESG assessment or offering, then in the event of a material conflict between your other written agreement and this Policy, the other written agreement with S&P Global shall prevail.

You are entitled to use your Score as you deem appropriate for your internal business purposes, and you may, in the ordinary course of your internal operations, and on a no-charge basis (i) disseminate your Score to your investors, board of directors, and officers in accordance with applicable laws and regulation solely for such recipient's internal use; and (ii) publish your Score on your proprietary websites, presentations and/or reports ("Permitted Distribution"). For the avoidance of doubt, Permitted Distribution (a) shall not be done in a manner that serves as a substitute for any S&P Global products and services; and (b) shall not include any publication of your Score on third-party websites, platforms and/or other materials without S&P Global's prior written approval. Any external use of your Score other than Permitted Distribution is prohibited and shall require a separate agreement with S&P Global.

S&P Global does not perform an audit and undertakes no duty of due diligence or independent verification of any information it receives. All information provided to S&P Global by you or your authorized agents and advisors regarding the CSA, will, as of the date such information is provided, contain no untrue statement of material fact nor omit a material fact necessary in order to make such information, in light of the circumstances in which it was provided, not misleading. S&P Global does not and cannot guarantee the accuracy, completeness, or timeliness of the information relied on in connection with the CSA, its outputs, or the results obtained from the use of such information.

With regard to other important legal issues, we refer you to the [Disclaimer](#) and the [Terms of Use](#). To the extent any personal information is collected by S&P Global, it will be processed in accordance with our [Privacy Policy](#). This Policy shall in all respects be governed by and construed in accordance with substantive Swiss law. Any dispute arising out of or in connection with this document or breach thereof shall be exclusively settled by the ordinary courts of the City of Zurich, Switzerland.

BY ACCESSING OR USING THE PORTAL AND SUBMITTING THE CSA QUESTIONNAIRE OR ANY OTHER ASSESSMENT OR QUESTIONNAIRE TO S&P GLOBAL, YOU (AS AN INDIVIDUAL, COMPANY, BUSINESS, CORPORATION OR OTHER ENTITY) ACCEPT AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS POLICY, INCLUDING, WITHOUT LIMITATION, TO THE USE OF YOUR INFORMATION AND RESPONSES PROVIDED IN CONNECTION WITH SUCH QUESTIONNAIRE OR ASSESSMENT. IF YOU ARE ACCEPTING THIS POLICY ON BEHALF OF A COMPANY, BUSINESS, CORPORATION OR OTHER ENTITY, YOU AND THE APPLICABLE COMPANY, BUSINESS, CORPORATION OR OTHER ENTITY EACH REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THIS POLICY, IN WHICH CASE THE TERMS "YOU" AND "YOUR" WILL REFER TO SUCH ENTITY. S&P Global expressly reserves the right to terminate this engagement (i) in case of any known or suspected violation by you of (a) any sanctions administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. State Department, the United Nations Security Council, the European Union, Switzerland, the United Kingdom or other relevant sanctions authority (collectively "Sanctions"), and/or (b) any regulation and/or law now or hereinafter in effect; (b) if you become fifty percent (50%) or more owned or controlled, directly or indirectly, by (x) any person, entity, agency, or an instrumentality of an entity that is the subject of Sanctions, or (y) the government of a country that is the subject of territorial Sanctions, or is located, organized, or resident in a country that is the subject of territorial Sanctions.

The Use of Information and Confidentiality Policy may be updated periodically. This policy was last updated in February 2024.

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