

**ORDER FORM**

The undersigned client ("Client") hereby requests the undersigned Moody's entity ("Moody's") to furnish to Client, the publications, services, data, software and other products as are indicated below and, in consideration thereof, agrees to pay to Moody's the corresponding fees set forth below.

INFORMATION	DELIVERY METHOD	LICENSE PARAMETER(S)
<b>EDF-X</b>  <b>Sector</b> <ul style="list-style-type: none"> <li>Private</li> <li>Public</li> </ul> <b>Region(s)</b> <ul style="list-style-type: none"> <li>North America</li> <li>Latin America</li> <li>Europe</li> <li>Asia Pacific</li> <li>Financial</li> </ul>	<ul style="list-style-type: none"> <li><b>Datafeed</b></li> </ul>	<b>Permitted Site:</b> [REDACTED]  Delivery of Grid (Sanctions, PEP, Watchlists only), ESG Scores and EDF-X (Confidence Score and Market Implied Rating) for Client's internal use only, to comply with assessing and managing risk with respect to Regulatory Compliance Obligations.  <b>Users:</b> [REDACTED]
ESG Module Grid Data Feed - Full GRID Standard ORBIS All Companies [REDACTED] [REDACTED]		

<b>Initial Term:</b> 6 months	<b>Effective Date:</b> March 28, 2024	<b>End Date:</b> September 27, 2024
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<b>TOTAL FEES:</b> £ 120,000.00 Plus Applicable Taxes
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**Additional Terms and Conditions:**

1. License Restrictions.

1.1. As used herein, the term "Regulatory Compliance Obligations" means legal and regulatory compliance obligations with respect to money laundering, fraud, corruption, terrorism, organized crime, regulatory and suspicious activity reporting, sanctions, embargoes, and other regulatory risks and associated obligations.

1.2. Unless specified otherwise,

- (i) The Client may download, save or print out limited excerpts of data contained in the licensed Information solely as required by it in pursuance of its permitted use of the licensed Information as set out in the table above. The Client acknowledges that it is not entitled to download any credit ratings, nor copy, save or print out, on any one occasion or in a series of occasions, any data contained in the licensed Information so as to obtain a version of all or a substantial part of such data;
- (ii) Client shall not and shall procure that none of its Affiliates or their respective employees and consultants shall, use the Information to create a product which (a) competes with Moody's or any of its licensors or (b) provides the same or substantially similar functionality, content or features to such Information, as applicable;
- (iii) The above license includes access for the specified number of Users noted above next to each product and/or service (the "Information", as further defined in the Terms of Agreement) at the Permitted Site (specified in the table above).

1.3. Delivery Method.

- 1.3.1 **Datafeed.** Each User shall access and use the Information via Datafeed which shall be subject to the "Download restrictions for Datafeed" below:
- 1.3.2 **Download restrictions for Datafeed:** Delivery of Grid (Sanctions, PEP, Watchlists only), ESG Scores and EDF-X (Confidence Score and Market Implied Rating) to be joined via a BvD ID to the Altana/DBT 'Knowledge Graph' is in scope for this outlined POC. Data sets will be available to download into the Client's and participating Global Supply Chain Intelligence Programme (GSCIP) departments' infrastructure (Department for Business and Trade (DBT), Foreign Commonwealth and Development Office (FCDO), Department for Science, Innovation and Technology and its Executive Agencies (DSIT), Her Majesty's Treasury (HMT), Ministry of Defence (MoD), NHS Supply Chain & Cabinet Office/Crown

Commercial Service and its Executive Agencies (CO)) within fourteen days from the Effective Date of this Order Form. For avoidance of doubt, GRID data will be available to Client within 30 days from the Effective Date of this Order Form.

1.4 Each User shall access and use the Information via the delivery method set forth in this Order Form. The Information and associated accesses described in the preceding sentence may only be used on behalf of the Client. If Moody's is made aware of any Client or its Users utilization of any of the Information licensed hereunder that may be in violation of applicable law or third party rights, Moody's has the right, but not the obligation, to require Client to cease such use, or to disable Client's access to the Information.

1.5 Product Specific Restrictions.

**Access to Grid Data Feed - Full GRID Standard ("GRID Information").** For the purposes of Client's use of the GRID Information, Section 11 of the Terms of Agreement shall not apply. Further, Client agrees as follows:

- (i) It shall not republish or otherwise disclose any part of the GRID Information to any third party (other than a Client Affiliate) except as required by law or government regulation, or to respond to legal proceedings or otherwise comply with Client's Regulatory Compliance Obligations;
- (ii) It shall not use the GRID Information (a) to establish a consumer's eligibility for credit, insurance, employment, government benefits or licenses or any other transaction initiated by a consumer; (b) to collect on an account; (c) to determine whether a consumer continues to meet the terms of an account; or (d) if the GRID Information is to be used within the United States or for impacts within the United States, then for any other use that would be classified as a 'consumer report' or a 'permissible purpose' for the purposes of the Fair Credit Reporting Act, 15 U.S.C. §§ 1681 *et seq.*; and
- (iii) It shall not, in any event, attribute the GRID Information to Moody's in any way, and shall instead cite the original public or publicly available source of the information contained within the GRID Information where available.

Client shall assume full liability for any violation of this provision and shall indemnify and hold harmless the Moody's Parties (as further defined in the Terms of Agreement) for any third party claims against the Moody's Parties arising out of Client or other departments of the Government of United Kingdom (as described under Section 1.3.2 above) breach of this provision.

2. **Approved Outsourcer:** Altana Technologies UK Ltd, incorporated in England & Wales, with its primary offices at Chancery House, Chancery Lane, London, WC2A 1QS, an entity retained by Client and identified in this Order Form ("**Outsourcer**") may access the Information solely for the benefit of the Client and in otherwise compliance with the provisions of this Order Form and the Terms of Agreement (defined below).

3. **Permitted Model and Use-Case:**

For purposes of this Order Form, the term "Permitted Model" means the Knowledge Graph machine learning model which is licensed by Client from Altana Technologies UK Limited ("Model Provider") and that is located within a private instance or environment that is only accessible by Client and its employees. Notwithstanding anything herein to the contrary, Client shall not, and shall cause the Model Provider to not, use the Information in any manner for training or development of the Permitted Model, and/or any other artificial intelligence technologies or tools or machine learning language models.

3.1 Subject to the preceding sentence, with respect to this Order Form only, Client may use the Permitted Model to:

- a. retrieve, find, identify, access, summarize and/or synthesize data within the Information;
- b. incorporate summaries or limited excerpts of such articles that are obtained pursuant to subclause (a) above into topical reports or analyses generated by Users or via the Permitted Model (the "Reports" or "Derived Products"), **PROVIDED THAT**, all Reports shall attribute the relevant excerpt of the Report to the relevant source article(s) and content in the Information being summarized;
- c. distribute the Reports to Users who are employees of Client or its Affiliates, and are licensed to access the Information pursuant to this Order Form for Client's or its Affiliate's internal business use only; and
- d. consistent with the terms of Section 11 of the Terms of Agreement, distribute relevant excerpts of data contained in the Reports as may be topically relevant to Client's existing or prospective consulting services customers ("**Client Customers**") as part of Client's business development activities.

Provided that, the Derived Products shall (i) have inherent value separate and apart from the Information, (ii) not be capable of being reversed engineered into the Information by reasonably foreseeable means; (iii) not include or reference any of Moody's trademarks or ratings symbols, (iv) not be a substitute for the Information or any portion thereof; and (v) only be used as expressly permitted in subsection c above.

3.2 Any other external use, distribution, dissemination or use of the Information, summaries of the articles within the Information, or output of any of the activities described in subclause (a) through (c) above (including, but not limited to Client's distribution of Derived Product and/or any excerpts thereof to any third parties, entities or individuals) shall be strictly prohibited.

3.3 Except as expressly permitted in Section 3.1, Client shall not use the Information in connection with artificial intelligence technologies or tools or machine learning language models to generate any data or content and/or to synthesize or combine the Information or any portion thereof with any other data or content.

3.4 Upon the expiration or termination of this Order Form for any reason, in addition to the obligations of Client set forth in Section 9 of the Terms of Agreement, Client shall (i) immediately cease the use of the Information as part of the Derived Products and the

dissemination of the Event Analyses; (ii) promptly delete any and all stored Derived Products and any summaries of the articles within the Information generated by the Permitted Model, except that Client may retain reasonable copies of the Derived Products solely as necessary to comply with applicable audit, legal or regulatory requirements, professional obligations and standards and internal document retention policies, provided any such retained Derived Products may only be accessed for such purposes and may not be used for any other purpose whatsoever (including, but not limited to, any commercial purpose); (iii) promptly expunge any Information and the Derived Products, and any summaries of the source articles within the Information from the Permitted Model. Upon request by Moody's, Client shall certify in writing that it has completed the activities set forth in (i), (ii) and (iii) above. This section shall survive the expiration of this Order Form indefinitely.

- 3.5 **Liability Exclusion.** Notwithstanding anything in the Terms of Agreement to the contrary, Client's liability for breach of any of the terms set forth in this Section shall not be subject to the limits set forth in the Terms of Agreement. Client shall assume full liability for any such redistribution of the Derived Products. Client shall defend, indemnify and hold harmless Moody's, its Affiliates, its Licensors, and its and their respective directors, officers, employees, representatives and agents (collectively, the "Moody's Indemnified Parties"), at its expense, from and against any damages and liabilities, including reasonable attorneys' fees in connection with any third party claim, action, suit or proceeding made or brought by anyone (including but not limited to Client's customers) against any of the Moody's Indemnified Parties arising from (i) any access, dissemination and/or use of the Derived Products or any decisions made on the basis of the foregoing by Client or its customers, or (ii) any errors, omissions, misrepresentations, or other faults in the Derived Products whether or not resulting from the operation or use of the Permitted Model.
- 4 **Artificial Intelligence and Machine Learning Models.** Notwithstanding anything to the contrary in the Order Form or the Terms of Agreement, Client shall not use the Information pursuant to EDF-X products licensed hereunder in connection with artificial intelligence technologies or tools, machine learning models or tools, or language models to generate any data or content and/or to synthesize or combine the Information or any portion thereof with any other data or content.
- 5 **Availability.** Moody's will use commercially reasonable efforts to make the Information set forth above available with a monthly uptime percentage of at least 99.5% for all services measured at its edge routers and an average speed (home page display) of less than 3 seconds with the exception of: (i) minimal planned maintenance periods on any given day; (ii) other scheduled maintenance periods, provided Moody's gives Client a twenty-four (24) hour notice; and (iii) technical outages or outages arising from other circumstances beyond the reasonable control of Moody's, including but not limited to equipment malfunctions, interruption or failure of telecommunication or digital transmission links, delays or failures due to Internet problems, hostile network attacks, network congestion or other failures.
- 6 **Anti-Virus Software.** Moody's will maintain industry standard anti-virus software that is designed to detect, prevent, remove and remedy any code, files, scripts, agents from the Information listed above that are intended to do harm (including software viruses, worms, Trojan horses, time bombs and the like). Such software shall be updated at reasonable intervals in response to changes in potential threats.
- 7 **Standard Support.** Moody's will provide its standard support for the Information listed above at no additional charge between 08:30 - 17:30. Client may designate up to three (3) personnel to submit support requests. Support is limited to designated Client personnel. Standard support is limited to the use of reasonable commercial efforts to answer questions from Client regarding the general utilization of the licensed Information and does not include support relating to any changes or customizations made to such Information, or assistance with design, development and debugging of code or implementations, including but not limited to creation or deployment of customizations. In connection with any request by Client for support, Client shall provide Moody's with all information and access to Client's computers that is reasonably necessary to respond to the request.
- 8 **Sanctions Compliance.** Client shall not supply, or make available (whether directly or indirectly), any of the products or services: (i) to any natural person or entity located, organized, established, headquartered, or ordinarily resident in Russia, or, (ii) if the products or services consist of "Credit Rating Services" as defined in Article 5j(1) of Council Regulation (EU) No 833/2014 as amended by Council Regulation (EU) 2022/428 (including but not limited to any web services or data feeds that include credit rating agency research or credit ratings data) to any natural person who is a national of Russia unless such natural person has a temporary or permanent residence permit in a member state of the European Union.
- 9 **License Parameter.** Client's license to the Information is limited to the applicable License Parameter(s) set forth above on this Order Form, and the license shall be expressly conditioned upon Client's continued compliance with such License Parameter(s). Additional usage rights in excess of any License Parameter are subject to the payment of additional fees.
- 10 **Support.** Moody's will provide Client with support by telephone or e-mail during the support hours posted at Moody's Client support website for the applicable products. Such support includes the use of reasonable commercial efforts to answer questions from Client regarding the proper utilization and optimization of the licensed products and services. In connection with any request by Client for support, Client shall provide Moody's with all information and access that is reasonably necessary to respond to the request.
- 11 **Open Source Software.** Client agrees and acknowledges that Open Source Software (defined below) may be included or provided in connection with the products. Any such Open Source Software is licensed pursuant to the original license governing such Open Source Software, which licenses are identified in and provided with the documentation accompanying the relevant product (including any "license," "copyright," "about," "readme" or similar files contained in the product). Where applicable, the source code for such Open Source Software is either included with the product distribution or may be obtained by writing to: Moody's Analytics, Inc., 7

World Trade Center, 250 Greenwich Street, New York, NY 10007, Attn: Legal Department – Open Source Compliance. Notwithstanding anything to the contrary in this Order Form and the Terms of Agreement referenced below, all Open Source Software is provided by Moody's on an "AS IS" basis and Moody's disclaims all warranties with regard to the Open Source Software including, without limitation, all implied warranties of merchantability, non-infringement, and fitness for a particular purpose. "Open Source Software" means individual software components that are provided with the products for which the source code is made generally available to the public, and that are licensed under the terms of various published open source software license agreements or copyright notices accompanying such software components that permit the free redistribution and modification of the licensed software components.

12 Notwithstanding Section 9 of the Terms of Agreement, this Order Form shall not renew automatically, but may be renewed upon written agreement by the parties.

13 Billing. For the Initial Term only, the Total Fee mentioned above shall be due and payable by the Client in accordance with the schedule set forth below. Client shall pay all Moody's invoices within thirty (30) days of receipt of Moody's invoice:

Payment #1: March 28, 2024: [REDACTED]

Payment #2: June 28, 2024: [REDACTED]

(Plus applicable taxes)

14 For the purpose of this Order Form and the Products licensed hereunder, both Parties are data-controllers and shall comply with their respective obligations under Applicable Law.

15 Liability: Subject to the Proviso below, solely for the purpose of this Order Form and notwithstanding anything contained under Section 5 of the Terms of Agreement, except for any claims based on Client's wilful misconduct, Client's maximum liability pursuant to this Order Form shall not exceed £500,000 (Five Hundred Thousand Pound Sterling).

**Provided that,** (i) the aforementioned cap on liability is limited only to this Order Form and does not create precedents for any future order forms or agreements to be executed between the Parties, and (ii) this Order Form and the liability cap mentioned above does not and shall not be deemed to limit or exclude the liability of Altana Technologies UK Ltd (acting as the Approved Outsourcer hereunder), whether under this Order Form (along with the Terms of Agreement) or under the separate Conduit Agreement dated January 26, 2024, executed between Moody's and Altana Technologies UK Ltd (the "**Conduit Agreement**"). For avoidance of doubt, Altana Technologies UK Ltd shall continue to be severally liable for any breach by it of the terms of this Order Form or the terms of the said Conduit Agreement.

16 Freedom of Information Act ("FOIA"):

16.1 The Parties acknowledge that:

(a) the contents of the Agreement (including any changes to the Agreement agreed from time to time) except for:

- any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Client; and
- commercially sensitive information;

and

(b) the publishable performance information (together the "**Transparency Information**"), are not Confidential Information.

16.2 Notwithstanding any other provision of the Agreement, Moody's hereby gives its consent for the Client to publish to the general public the Transparency Information in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted). The Client shall, prior to publication, consult with Moody's on the manner and format of publication and to inform its decision regarding any redactions but the Client shall have the final decision in its absolute discretion.

16.3 Moody's acknowledges that the Client may be required under the FOIA and Environmental Information Regulations 2004 ("EIR") to disclose Transparency Information (including Commercially Sensitive Information) without consulting or obtaining consent from Moody's. The Client shall take reasonable steps to notify Moody's of a Request For Information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in the Agreement) the Client shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and EIRs.

16.4 The Client may talk to Moody's to help Moody's decide whether to publish information under this Section 16. However, the extent, content and format of the disclosure is the Client's decision, which does not need to be reasonable.

16.5 Moody's shall provide commercially reasonable assistance and cooperation to enable the Client to publish the Transparency Information.

Client and Moody's each agree to, and confirm their intent to be bound by, all the terms hereof, including the Online Terms of Agreement posted at [www.moodyanalytics.com/TOA](http://www.moodyanalytics.com/TOA) as of the Order Form Effective Date ("Terms of Agreement"), which shall be incorporated herein by reference. All capitalized terms not otherwise defined in this Order Form shall have the meanings set forth in the Terms of Agreement. Each party agrees that facsimile, digitally scanned or other electronic copies of signatures shall be valid and binding as originals

**SIGNED BY:**

**Department for Business and Trade**

Old Admiralty Building, Whitehall  
London SW1A 2

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: Mar 27, 2024

**ACCEPTED BY:**

**Moody's Analytics UK Limited**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: Mar 27, 2024

**\*\*\*Please review the billing/notices information below and update or correct if necessary.\*\*\***

**I CONFIRM THE DETAILS BELOW ARE COMPLETE AND ACCURATE.**

\_\_\_\_\_

Signature

<b>Purchase Order Number Required on Invoices?</b>	Yes <input checked="" type="radio"/> No	<b>Purchase Order Number:</b> (If Required on Invoice)	TBC
<b>Invoice Delivered to a Portal?</b>	Yes No	<b>Client Contact for Portal Assistance/Support:</b>	Name: _____ Email: _____
<b>Tax Exempt?</b>	Yes <input type="radio"/> No <input checked="" type="radio"/>	<b>NOTE: Moody's can only issue invoices exempt of tax if the required documentation has been provided and is still valid. To ensure your invoice reflects tax correctly, please provide the relevant certificate/documentation to your sales representative along with your executed agreement.</b>	
<b>Billing Cycle:</b>	other	<b>Payment Terms:</b>	_____

Current Billing/Notices Information		Update Billing/Notices Information (if needed)	
<b>Bill-to Company:</b>	Department for Business and Trade	<b>Bill-to Company:</b>	
<b>Bill-to Address:</b>	Old Admiralty Building, Whitehall London SW1A 2DY United Kingdom	<b>Bill-to Address:</b>	
<b>Bill-to Contact:</b>	Name: _____ Email: _____	<b>Bill-to Contact:</b>	Name: _____ Email: _____
<b>Ship-to Company:</b>	Department for Business and Trade	<b>Ship-to Company:</b>	
<b>VAT/Tax ID:</b> (If Applicable)		<b>VAT/Tax ID:</b> (If Applicable)	