

This is an agreement between you and **KGM & Associates Pty Ltd**, ACN 156 385 018 (referrer to hereafter as KGMA) address Level 14 Suite 3A16, 275 Alfred Street, North Sydney, NSW 2060 Australia to access KGMA's proprietary EORA database (as defined below) for the Permitted Purpose as defined in this Agreement.

This Agreement has been executed electronically, without either party's physical signature. Each party's signatory warrants that it has the binding authority to enter into this Agreement.

By downloading and utilising the Licensed Data, the Licensee agrees to be bound by the terms of this Agreement. If the Licensee does not agree to any of the terms set out herein, it must not access or use the Licensed Data.

NOTE: You must not use this data for any purpose other than what has been defined as the *Permitted Purpose* below. If you do not agree to the limitations in the Permitted Purpose, do not use the Licensed Data and immediately contact KGM

BACKGROUND

- A. KGMA is the owner of the Licensed Data.
- B. The Licensee wishes to obtain a licence to use the Licensed Data in the Licensee's country of operation for the Permitted Purpose.
- C. KGMA agrees to grant a licence to the Licensee to use the Licensed Data for the Permitted Purpose in the Territory in accordance with the terms of this Agreement. KGMA makes the Licensed Data available to the Licensee via its Online Store.

AGREED TERMS

1 Term and Commencement

Clause summary: The duration that you are allowed to use the Eora data is set out when purchasing a licence from the Online Store.

- 1.1 This Agreement commences on the Commencement Date and shall continue for the period that has been stipulated at the time of purchase from KGMA's Online Store. KGMA shall provide the purchased data at the time of purchase, but the licensee is responsible for storing purchased data beyond 2 months from the time of purchase.

2 License

- 2.1 Subject to clause 2.2, KGMA grants to the Licensee a non-transferrable, non-exclusive, royalty-free, revocable (as allowed in Clause 10) and non-sublicensable (unless otherwise agreed by KGMA in writing) licence to use the Licensed Data for the Permitted Purpose.
- 2.2 Order Details. Each Order shall set forth the applicable license/access rights in the Licensed Data granted to Licensee by KGMA. Except as otherwise specified in an Order.
 - (a) Licensee and its Affiliates and their respective Personnel may access and use the Data Services, as applicable, in the Territories identified in the Order, for the business purposes of Licensee and its Affiliates including in the provision of Licensee services to its clients.
 - (b) Licensee and/or Affiliates shall be entitled to host and use the Licensed Data on its own behalf (i) on Licensee equipment, (ii) on client equipment, (iii) on equipment

owned by a third party but managed by Licensee or a client, and/or (iv) on a third-party cloud platform.

2.3 The Licensee must not:

- (a) grant, or purport to grant, to any third party a licence, sub-licence or any other right to the Licensed Data without prior written consent from KGMA;
- (b) use the Licensed Data for any purpose other than the Permitted Purpose, unless you have obtained our prior written consent (which KGMA may withhold its absolute discretion); and
- (c) use the Licensed Data other than strictly in accordance with the terms of this Agreement.

2.4 If the Licensee uses the Licensed Data for consulting work for third parties, the Licensee may provide limited extracts and summaries of Licensed Data to its consulting clients provided the client agrees to maintain the data as confidential, and the client does not use the data for the Excluded Purpose.

2.5 The Licensee must not publish or redistribute any more than 200 individual raw data points in any single publication or file. Raw data points means *any* data point which is available for sale or download on the Eora website, not only the subset of that which is being licensed in this agreement. The intention of this 200 data point limit is to prevent Licensee from conducting the bulk redistribution or resale of Eora data, or reconstructing KGMA products from a licensed subset and subsequently selling or distributing the portion which the Licensee did not license.

3 Licensee obligations

3.1 General obligations

Clause summary: This data belongs to KGM. Let us know if you are approached by third parties to use the data and keep your password and our system secure.

The Licensee must:

- (a) not do or permit or suffer to be done or omit to do anything in relation to the Exploitation of the Licensed Data which would be likely to bring the Licensed Data or any business of KGMA or Affiliate of KGMA into ridicule or disrepute;
- (b) cease to use the Licensed Data if KGMA considers the use may reduce or diminish the good name or reputation of KGMA or the Licensed Data;
- (c) keep its login and password details to the KGMA web portal safe and secure, and not provide such details to any third party;
- (d) not attempt to download or access any portion of the website beyond what is provided under this Agreement; and
- (e) comply with any other restrictions set out in the Online Store relating to the Licensed Data.

4 Acknowledgements

Clause summary: KGMA's data is its property, and the Licensee is responsible for complying with the terms of this licence and ensuring its personnel comply with it. KGMA may take steps to protect its data, including court action.

The Licensee acknowledges:

- (a) KGMA owns the full right, title and interest in the Licensed Data (including all Intellectual Property Rights contained therein);
- (b) the Licensee is responsible and liable for any of the Licensee's Personnel and will ensure that all members of the Licensee's Personnel always strictly comply with the terms of this Agreement;
- (c) KGMA may, from time to time, request Licensee to inform if it is using the Licensed Data in violation of this agreement for the purpose of Modern Slavery analysis and/or bulk reselling purposes, in order to protect its interest in the Licensed Data;
- (d) the Licensee is responsible for Licensee's Personnel, and must ensure that they comply with the terms of this Agreement;
- (e) KGMA may, without having to prove any actual damage, take any action or seek any remedy including but not limited to seeking an injunction in relation to any actual or threatened breach of this Agreement by the Licensee;

5 Licence Fee and delivery

- 5.1 Fees for the license are as set out in the Online Store. Licensee is responsible for the timely payment of the fees. If Licensee fails to make any payment when due, in addition to all other remedies that may be available, KGMA may prohibit access to the Licensed Data until all past due amounts have been paid, without incurring any obligation or liability to Licensee or any other person by reason of such prohibition of access to the Licensed Data.
- 5.2 Licensee is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental or regulatory authority on the fees, other than any taxes imposed on KGMA's income.
- 5.3 The Licensed Data will be delivered to Licensee by KGMA through the Online Store in the manner set out in the Online Store (or if no manner is set out, either through flat file delivery or API, as applicable). KGMA has no liability due to a delay in delivery or any temporary interruption in service of the Online Store or any API used to deliver the Licensed Data.

6 Confidentiality

Clause summary: This license permits you to use Eora. You must not share or further redistribute Eora other than as set out in this Agreement.

- 6.1 Both parties agree to protect the confidential and/or proprietary information and materials ("Confidential Information") of the other party and not to distribute, disclose, or allow access to Confidential Information, in whole or in part, to any other entity or person, without the prior written consent of the other party. The parties agree not to use Confidential Information, except as expressly authorized by this Agreement. The Licensed Data is confidential and proprietary to KGMA.

7 Intellectual Property Rights

Clause summary: You are being granted a license to use the Eora data. No other IP rights change.

- 7.1 KGMA owns and retains all Intellectual Property Rights in the Licensed Data. Except for the rights and licenses expressly granted in this Agreement, no other rights are granted by KGMA, and all other rights are expressly reserved.
- 7.2 As between the Parties, the Licensee owns and shall retain all Intellectual Property Rights in and to any derivative works of the Licensed Data created by or on behalf of Licensee, provided they are created in accordance with the Permitted Purpose.
- 7.3 The Licensee will provide immediate written notice to KGMA if the Licensee becomes aware of any actual or threatened infringement of the Licensed Data or any Intellectual Property Rights of KGMA or any Affiliate of KGMA.

8 Warranties

You warrant that you are entitled to enter into this Agreement, and you have been truthful in your correspondence with KGMA.

- 8.1 The Licensee represents and warrants to KGMA that:
- (a) the Licensee lawful right and authority to enter into this Agreement;
 - (b) any information provided by the Licensee to KGMA prior to the execution of this Agreement was, and remains at the date of the execution of this Agreement, true and correct.
- 8.2 The KGMA represents and warrants that:
- (a) it shall obtain information for inclusion in the Licensed Data from sources that are generally considered reliable ;
 - (b) that the Licensed Data shall be provided using due care and skill.
- 8.3 The Licensee acknowledges that KGMA has granted the licence set out in clause 2 to the Licensee in reliance on the representations and warranties set out in this clause 8.

9 Indemnity and liability

Clause summary: This is an important clause. You are responsible for complying with this agreement, and KGMA may take action against you for non-compliance, including recovering money. KGMA uses care in preparing the data but accepts no liability for it. It is provided “as-is, where-is”

- 9.1 To the maximum extent permitted by law, the Licensee agrees to defend, indemnify and hold KGMA, each member of KGMA’s Personnel, and each Affiliate of KGMA (collectively, the **Indemnified**) harmless from and against any Liability, Costs or Claim that may be brought against the Indemnified or which the Indemnified may pay, sustain or incur as a direct or indirect result of or arising out of:
- (a) infringement of the Licensed Data by the Licensee or the Licensee’s Personnel;
 - (b) breach of this Agreement or any law by the Licensee or the Licensee’s Personnel; or
 - (c) infringement of the Intellectual Property Rights of a third party by the Licensee or the Licensee’s Personnel arising from or in connection with a breach of this Agreement

- (d) disclosure of any Confidential Information by the Licensee or the Licensee's Personnel.
- 9.2 To the maximum extent permitted by law, KGMA agrees to defend, indemnify and hold KGMA, each member of your Personnel, and each of your Affiliate (collectively, the Indemnified Parties) harmless from and against any Liability, Costs or Claim that may be brought against the Indemnified Parties or which the Indemnified Party may pay, sustain or incur as a direct or indirect result of or arising out of) that any Licensed Data infringes, violates, contravenes or breaches any patent, copyright or trademark or constitutes the misappropriation of a trade secret, or for a breach of clause 6 by the Licensee or the Licensee's Personnel.
- 9.3 Except as stated otherwise, the Licensed Data is provided "as-is". KGMA makes no warranty, guarantee of representation regarding the accuracy, currency or completeness of the Licensed Data, or the availability of the EORA database;
- 9.4 To the maximum extent permitted by law, neither party will be liable to the other or anyone else for all Consequential Loss arising out of, relating to or connected to the provision or use of, the Licensed Data, whether or not in the reasonable contemplation of the parties at the time of execution of this Agreement.
- 9.5 Under no circumstances will either party aggregate liability under this Agreement, whether based upon warranty, contract, statute, tort (including negligence) or otherwise, exceed the amount of any actual direct damages up to fees paid by the Licensee to KGMA for the use of the Licensed Data in the 12 months preceding the claim. The following amounts, if a Party is legally liable for them, are not subject to the above limit: (i) damages for bodily injury (including death), (ii) damage to real property and tangible personal property, (iii) obligations pursuant to clause 9.1 of this Agreement; a breach of clause 2.2 of this Agreement.

10 Termination and expiry

Clause summary: Either party can terminate this agreement. However if KGMA terminates because you materially breach the agreement, you must delete/destroy the Licensed Data and cease using it.

- 10.1 KGMA may terminate this Agreement at any time (without any liability) by providing 90 days written notice to the Licensee, in which case KGMA's sole liability to the Licensee shall be to grant a refund of the relevant Licence Fee.
- 10.2 KGMA may terminate this Agreement immediately if the Licensee:
 - (a) breaches the conditions of the license set out in this Agreement and such breach is not remedied within 30 days of receiving notice from KGMA;
 - (b) breaches any term of this Agreement and such breach is not capable of remedy (including using the Licensed Data for the Excluded Purpose);
 - (c) the Licensee becomes subject to a change of Control.
- 10.3 KGMA may terminate this Agreement immediately if KGMA becomes subject to a change of Control.
- 10.4 Upon the expiration or earlier termination of this Agreement pursuant to clause

10.1 all rights and licenses under this Agreement shall automatically cease, except that Licensee's license under clause 2 shall continue in perpetuity with respect to Licensed Data provided prior to the effective date of termination, and subject to the restrictions set out in this Agreement.

- 10.5 If KGMA terminates this Agreement pursuant to clause 10.2 due to the Licensee's breach of this Agreement, the Licensee must cease using the Licensed Data, destroy all copies of it (other than as required to retain by law) and all licences granted to the Licensee under this Agreement will automatically terminate.

11 Survival

- 11.1 The provisions of clauses 2, 3, 4, 6, 7, 9, 11, 12, 13 and 15 survive the termination or expiry of this Agreement.

12 Dispute

Clause summary: We must attempt to mediate any disputes (other than for seeking interlocutory or interim relief) before taking any court action.

- 12.1 A party must not start court proceedings (except proceedings seeking interlocutory or interim relief) in respect of a dispute arising out of this agreement (**Dispute**) unless it has complied with this clause.
- 12.2 A party claiming that a Dispute (as clarified above) has arisen must give each party to the Dispute written notice setting out details of the Dispute.
- 12.3 Each party to the Dispute (each a **Disputant**) must use its best efforts to resolve the Dispute within 10 days after the notice is given under clause 12.2 or any longer period agreed in writing by the Disputants) (**Initial Period**).
- 12.4 If the Disputants cannot resolve the Dispute within the Initial Period, the Dispute must be referred to a mediator accredited in accordance with the Australian Disputes Centre (**ADC**). The Disputants are to appoint an accredited ADC mediator who has at least 5 years' experience. If the Disputants cannot reach an agreement on the appointment of a mediator within 5 days, the Disputants must request that the President of the ADC appoint an accredited mediator.
- 12.5 The Disputants must cooperate fully with the mediator and pay an equal share of the cost of mediation, including the fees and expenses to which the mediator is entitled. The Disputants are entitled to their own legal representation at the mediation. The role of the mediator is to assist in negotiating a resolution of the Dispute. A mediator may not make a decision binding on the Disputants unless those Disputants have so agreed in writing.
- 12.6 The Disputants must use their best efforts to resolve the Dispute within 10 days after the Dispute is referred to them (**Second Period**).
- 12.7 After the Second Period, a Disputant that has complied with clause 12 may terminate the dispute resolution process by giving notice to each other Disputant.
- 12.8 For the purpose of this clause 12, a Dispute does not include a dispute arising in relation to a party's termination of this Agreement.
- 12.9 The parties must continue to perform their respective obligations under the agreement pending the resolution of a Dispute.

13 General

- 13.1 The Licensee will at all times during the term and for a period of 3 years thereafter, keep and maintain (or cause to be kept and maintained) full and proper Records in accordance with best industry standards, including, where applicable, all relevant accounting standards, and you must engage a qualified and reputable accountant to keep and maintain your Records.
- 13.2 All notices given under this Agreement must be in writing and sent in a manner that is safe and certain of receipt.
- 13.3 Neither party may assign its rights or obligations under this Agreement, except that KGMA may assign, sell or transfer its rights or obligations under this Agreement to an Affiliate of KGMA or bona fide third-party purchaser of KGMA's business.
- 13.4 Except as otherwise permitted under this Agreement or with the written consent of KGMA, the Licensee will not make any public announcement or representations about the Licensed Data or this Agreement. KGMA agrees that Licensee can publicly announce that it is using the Licensed Data as part of its offering and that the Licensee can make it known to its EUs, prospective customers and other relevant parties, that the Licensed Data and calculations where the KGMA data was used in the Licensee's platform, was based on the Licensed Data.
- 13.5 If any provision, or the application of any provision, of this Agreement is prohibited, invalid, void, illegal or unenforceable, the provision or part will only be ineffective to the extent of the prohibition, invalidity, voidness, or illegality, and the provision or part will be severed and will not affect the validity or enforceability of the remaining provisions or parts of this Agreement.
- 13.6 This Agreement, and all documents referred to therein, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.
- 13.7 Any failure, delay, forbearance or indulgence by a party in an exercise, or partial exercise, of a right arising under this Agreement will not result in a waiver of that right or prejudice or restrict the rights of the party.
- 13.8 Any variation of, or amendments to, any terms of this Agreement must be in writing and signed by both parties.
- 13.9 This Agreement does not create any partnership, joint venture, franchise, agency or relationship of employment between the parties.
- 13.10 This Agreement does not create any partnership, joint venture, franchise, agency or relationship of employment between the parties.
- 13.11 This Agreement will be governed by the laws of New South Wales, Australia and the parties irrevocably submit to the exclusive jurisdiction of the courts of that state.

14 Ethical Dealings

KGMA will be familiar and will strictly comply with all laws and regulations on bribery, corruption, and prohibited business practices. KGMA and its Affiliates have not and will not, for the purpose of influencing or inducing anyone to influence decisions in favor of IBM or its Affiliates, offer, promise or make or agree to make, directly or indirectly, (a) any political contributions of any kind or any payment to or for the benefit of any public official, whether elected or appointed, (b) any payments for gifts, meals, travel or other value for a government employee or his/her family members or (c) any payments or gifts (of money or anything of value) to anyone. Licensee shall not reimburse KGMA for any such political contributions, payments or gifts. In addition, KGMA will complete all

applicable Licensee integrity questionnaires, integrity training or related KGMA information request requirements within thirty (30) days of receipt of request. **Affiliates** are entities that control, are controlled by, or are under common control with, a party to the Agreement

15 Definitions and interpretation

15.1 In this Agreement:

Affiliate means in relation to any party, a person which, directly or indirectly, (i) is Controlled by that party; or (ii) Controls that party; or (iii) is Controlled by a person referred to in (ii) above, and for this purpose **Control** means the power of a person to secure (whether by the holding of shares, possession of voting rights or by virtue of any powers conferred by articles of association, constitution, partnership agreement or other document regulating such person) that the affairs of another are conducted in accordance with its wishes.

Claim means any actual, contingent, present or future claim, demand, action, suit or proceeding for any Liability, restitution, equitable compensation, account, injunctive relief, specific performance or any other remedy of whatever nature and however arising, whether direct or indirect, and whether in contract, tort (including but not limited to negligence) equity, common law or otherwise.

Commencement Date means the date on which the Licensee agreed to the terms of this Agreement or accessed the data, whichever is earlier.

Consequential Loss means the following:

- (e) direct, indirect, consequential, incidental, special, remote or unforeseeable loss, damage, cost or expense;
- (f) loss of revenue, profit, income, bargain, opportunity, use, production, customers, business, contract, goodwill, or anticipated savings, loss caused by business interruption, or the cost of obtaining new financing or maintaining existing financing, loss of or corruption to data, loss of use of data;
- (g) costs or expenses incurred to prevent or reduce loss or damage which otherwise may be incurred or suffered by a third party; or
- (h) loss or damage of the nature set out above in clauses (a) to (c) (inclusive) that is incurred or suffered by or to a third party.

Cost means any cost, charge, expense, outgoing, payment or other expenditure of any nature and where appropriate includes fees and disbursements payable to the contractors and consultants and lawyers (on a solicitor and own client basis or full indemnity basis, whichever is the greater).

Excluded Purpose means using the Licensed Data for any of the following purposes:

- (a) the application of the Modern Slavery Act 2018 (Cth) (Modern Slavery Act), including any subsequent legislation;
- (b) the application of any similar regulation and/or legislation dealing with the same or similar issues addressed in the Modern Slavery Act globally;
- (c) the provision of advice, professional services and/or services in relation to social corporate governance and related issue related to the topic of Modern Slavery.

Intellectual Property Rights means any present or future rights conferred by statute, common law or equity in any part of the world in relation to any confidential information, copyright, trade marks, service marks, designs, patents, circuit layouts, plant varieties, business names, domain names, inventions, trade secrets or other results of intellectual activity in any industrial, commercial, scientific, literary or artistic fields whether or not

registered or registrable and includes any rights to protect or apply for the registration, renewal or extension of such rights.

KGMA, us or our means KGM & Associates Pty Ltd and where the context permits, includes our Affiliates and Personnel.

Liability means any loss, liability, cost, payment, damages, debt, expense or fee (including but not limited to reasonable legal fees).

Eora Model means the computer code and data which produces the Eora MRIO dataset.

Eora MRIO or Eora Dataset means the Eora global supply chain database consisting of a multi-region input-output table model that provides a time series of high-resolution IO tables with matching environmental and social satellite accounts for 190 countries, as further described on www.worldmrio.com at the Effective Date, and includes any modifications, amendments, developments and updates to this database.

Licensed Data means the data contained in the portion of the EORA MRIO dataset licensed to the Licensee and provided by KGMA to the Licensee.

Licensee, you or your means the party accessing the Licensed Data.

Online Store means the online store used by KGMA to provide access to the Licensed Data.

“Order” means the document executed by both Parties pursuant to which Licensee (or its Affiliates) commits to purchase and KGMA commits to provide the Licensed Data in the document pursuant to the terms of this Agreement.

Permitted Purpose means the use of the Licensed Data for the Licensee’s commercial or business purposes, but excluding the Excluded Purpose.

Personnel means any employee, servant, contractor, subcontractor, agent, partner, director or officer of a party.

15.2 Interpretation

In this Agreement:

- (a) The headings will not affect interpretation of this Agreement.
- (b) The “Clause summary” in text boxes is for information purposes only and not a legally binding part of this Agreement. The Licensee should not rely on the “Clause summary” as containing a full or accurate summary of any clause.
- (c) A rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Agreement or any part of this Agreement
- (d) Any inconsistency between the terms set out in this Agreement and the terms set out in the Online Store relating to the Licensed Data, the terms of the Online Store shall prevail to the extent of the inconsistency.