S IN ESG FAST TRACK: HUMAN RIGHTS DUE DILIGENCE - COMPLIANCE, DISCLOSURE, SUCCESS TRAINING TERMS AND CONDITIONS

By applying for the S in ESG Fast Track: Human Rights Due Diligence training, you agree to be bound by these Terms and Conditions. The Foundation reserves the right to amend these Terms and Conditions from time to time.

1. Introduction

- (A) The Thomson Reuters Foundation ("the Foundation"), a charity registered in England and Wales with registration number 1082139 organises regular training programmes.
- (B) The S in ESG Fast Track: Human Rights Due Diligence training ('the Training') is an in person and virtual training. It explores key issues and trends in the ESG space surrounding transparency and disclosure, mandatory human rights due diligence, and cross-function collaboration. Training sessions are organized into three themes across three days.
- (C) As part of the Foundation's commitment to support the growth of social innovation, the Foundation offers in-depth training for the "S" in ESG reporting and the ESG ecosystem, to strengthen their responsible business practices and create more resilient supply chains. Participants ("You") of the training will include legal, financial, and sustainability professionals within the "S" in ESG reporting and the ESG ecosystem.

2. Obligations of the Participant

- 2.1. All Training participants will gain access to on-demand sessions and all written materials. Acceptance onto the Training will provide access to live, on-demand sessions and materials only to the specific to You as the individual that has registered and been accepted to The Training. You agree not to share your access details or other materials with individuals who are not attending the Training.
- 2.2. You agree to treat other participants courteously and respect their privacy. Bullying and use of degrading language will not be tolerated. The Foundation may eject a participant from The Training for breach of this obligation.
- 2.3. Authentic and open discussions are encouraged throughout the Training. The information shared by other participants during the Training should not be shared with others who are not attending the Training without consent of such contributor.

3. Obligations of the Foundation

The Foundation agrees to provide a training agenda and pre-training reading, , in advance of the training and update the agenda before the start of the Training with any changes to scheduled sessions or facilitators.

4. Cancellation

The Foundation may in its absolute discretion, at any time, with or without giving notice, cancel or postpone the Training, or amend the Training content or any other aspect of the Training.

5. Disclaimer and Liability

- 5.1. The information provided during the Training is for general information only. It is neither legal nor professional advice and will not create a lawyer-client or other professional relationship with You.
- 5.2. The Foundation and the trainers will not be responsible, and disclaim all liability, for any loss, liability, injury, expense or damage (whether direct, indirect, incidental, punitive or consequential) of any nature, whether arising from negligence or any other cause, which is suffered by you due to your participation in the Training, or by any action taken by the Foundation or the trainers in accordance with these terms and conditions.

6. Intellectual Property

You agree that all intellectual property rights included in and displayed during The Training and within The Training materials, including copyright and trademarks, are and shall remain the property of the Foundation and/or third-party providers, as applicable, and you shall not acquire any rights in them.

7. Data protection

You acknowledge that the Foundation may use your details in accordance with the Foundation's <u>Privacy Policy</u>, which sets out the terms on which the personal data we collect from you, or that you provide to us will be processed. By agreeing to these terms and conditions, you agree to such processing as is necessary to deliver the Training course.

8. No Partnership or Agency

Nothing in these terms and conditions is intended to, or shall be deemed to, establish any partnership or joint venture between you and the Foundation, constitute you as the agent of the Foundation, or authorise you to make or enter into any commitments for or on behalf of the Foundation. You confirm you are acting on your own behalf and not for the benefit of any other person. Participating in the Training does not create an attorney-client relationship between you and any person or entity.

9. Third PartyRights

A person who is not a party to these terms and conditions shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these terms and conditions.

10. Assignment and Other Dealings

You shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of your rights and obligations under these terms and conditions without the prior written consent of the Foundation.

11. Waiver

No failure or delay by the Foundation to exercise any right or remedy provided under these terms and conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

12. Severability

If any provision or part-provision of these terms and conditions is or becomes invalid, illegal, or unenforceable or, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the terms.

13. Entire Agreement

These terms and conditions constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. No variation of these terms and conditions shall be effective unless it is in writing and signed by the Foundation.

14. Governing Law and Jurisdiction

These terms and conditions will be governed and construed in accordance with English law. Both you and the Foundation agree that the courts of England and Wales sitting in London will have exclusive jurisdiction to deal with any dispute which has arisen or may arise out of or in connection with them.