Purchase Order No.: 3511300576   **Date of 14.12.2020**

Invoicing Address   **Vendor:**

Official Name: Mendelova univerzita v Brně   RepRisk AG
Faculty: Provozně ekonomická fakulta
Registered office-Invoicing
address: Zemědělská 1, Brno   Stampfenbachstrasse 42 , Zurich
Post Code: 613 00   8006
VAT No.:   CZ62156489
ID: 62156489
Bank: 23025
Account No.:

Mendel University in Brno

Requires the invoice to be sent out
Payment Terms: 14 days due delivery

Instructions for the supply of invoice item
Delivery date: 23.12.2020
Address: Mendelova univerzita v Brně,
                    Provozně ekonomická fakulta, Zemědělská 1, 613 00 Brno
Way of takeover:
Payment Terms: within 10 days Due net
Administrator: ▮▮▮▮▮▮▮▮
E-mail: ▮▮▮▮▮▮▮▮▮▮@mendelu.cz

Invoice item	Qty/Unit	Single Price	VAT	Price
RepRisk, Premium dataset	1 PC	9.500,00		9.500,00

public and private companies
   Order Number: 2101   WBS Element: SP1201381

Total order value: 9.500,00 USD

Date: Date:

Orderer of the operation for the customer: Vendor Sign:

Budget administrator of the customer:

Research License Agreement

Between

Mendel University

Zemědělská 1/1665, 613 00 Brno, Czech Republic

(hereinafter referred to as "Authorized Subscriber")

and

RepRisk AG, Stampfenbachstrasse 42, 8006 Zurich, Switzerland
(hereinafter referred to as "RepRisk")

1.   This Agreement is concluded for an unlimited period.

The Agreement may be terminated by either party by registered letter as per the end of every contract year, subject to a notice period of three (3) months.

2.   Object of the Agreement

RepRisk is a global research and business intelligence provider, specializing in environmental, social, and governance (ESG) risks. RepRisk has designed the "RepRisk®" application (www.reprisk.com, hereinafter referred to as the "Application" or "Service"), a web-based tool (online searchable database) for the identification, assessment, research, and monitoring of environmental, social, governance, and reputational risks related to companies, projects, sectors and countries.

RepRisk has established a partnership with the University of Pennsylvania on behalf of Wharton Research Data Services who has developed a comprehensive and integrated data set and software tools (www.wrds-web.wharton.upenn.edu, hereinafter referred to as "WRDS") to be used for data access and analysis via the Internet for academic, commercial, teaching, and research purposes. RepRisk has entitled WRDS to provide RepRisk data in the form of two datasets ("Data Extracts") to Authorized Subscribers.

Authorized Subscriber wishes to access RepRisk Data Extracts via the WRDS Platform for the purposes of using Data Extracts for academic and research purposes.

In addition, Authorized Subscriber may make the Data Extracts accessible to its employees and students (hereinafter "Users") in accordance with this Research Agreement.

Authorized Subscriber and WRDS are parties to a Subscription Agreement concerning the provision of services to Authorized Subscriber ("WRDS Platform").

This Agreement governs the use of the Data Extracts from December 15, 2020 onwards.

3.   Obligations of RepRisk

RepRisk will provide the Data Extracts in the form of the following dataset via WRDS Platform to the Authorized Subscriber:

•   Premium dataset (all companies, public and private, about ███████ companies, as of June 2020)

RepRisk will provide the following exports of data from the Service ("Data Exports"):

(a) Premium data package consists of the following data items that are disseminated by RepRisk:

• ████████████████████████████████████

(b) Historical data: █████████████████████

(c) Data granularity: Monthly values

(d) Universe of companies: ██████████████████████
████████

RepRisk updates the Data Exports ███████████████████████████████ with the additional annual data.

4. Obligations of the Authorized Subscriber

The Authorized Subscriber agrees that it shall not employ or disseminate an amount of the RepRisk Data Extract which could cause the RepRisk Data so used or distributed to be considered a substantial source of, or a substitute for, the Service.

The Authorized Subscriber shall ensure that all Users are bound by the WRDS Terms of Use at all times. In addition, the Authorized Subscriber shall make best efforts to ensure Users comply with the WRDS Terms of Use, the Subscription Agreement and this Agreement and, in the event of a breach, shall support RepRisk to ensure protection of RepRisk's interests.

The Authorized Subscriber and its users are expressly prohibited from any redistribution of the Data Extract outside of the Authorized Subscriber research institution/university. Notwithstanding the foregoing sentence, Authorized Subscriber and its users may with the written consent of RepRisk, in the ordinary course of its business create Derived Data, and on a selected and infrequent basis redistribute Insubstantial Portions of the Data Extract or Derived Data as part of a research paper, report, or presentation, provided that "RepRisk ESG data science and quantitative solutions, www.reprisk.com" are explicitly mentioned as the source. Authorized Subscriber will place an acknowledgement of "RepRisk ESG data science and quantitative solutions, www.reprisk.com" in all publications or other communications prepared using the Data Extract.

The Authorized Subscriber hereby gives a general undertaking, applicable for the duration of this Agreement and after it has ended, to keep confidential all of the information which it has received in the fulfillment of this Agreement and not to pass such information on to persons who are not authorized users of the Authorized Subscriber.

5. Remuneration and order process

The Data Extracts will be provided for a yearly subscription fee, as follows:

- Premium dataset: ███████████████

The fee is due for payment 60 days upon receipt of the RepRisk invoice. All amounts not received by this date are subject to a ████████████████████████ of the outstanding amount. Reminders sent out by RepRisk are for informational purposes only and do not affect the original due date.

RepRisk will bill the fee by means of an invoice sent to the following invoice addressee:

Mendel University in Brno
███████████████████████████
Vice-dean for Research
Faculty of Business and Economics
Zemědělská 1
613 00 Brno
Czech Republic
███████████████████████
www.pef.mendelu.cz

For the purchase of the Data Extracts, the research institution/university must inform RepRisk, via an email to ████████████████ of their intention to purchase a Data Extract and to specify which data set (Basic dataset or Premium dataset).

In order to become an Authorized Subscriber, the research institution/university must sign this Research Agreement. RepRisk will liaise with the WRDS Client Services team ███████████████████████████████ to ensure access to the RepRisk Data Extract via WRDS.

The RepRisk Invoice for the yearly fee will be sent to the Invoice addressee by ██████████████ at the beginning of each annual agreement period.

RepRisk may adjust the subscription fee for using the Data Extracts per the beginning of a new contract year. In the event RepRisk wishes to adjust the price, RepRisk shall inform the Authorized Subscriber in writing at least four months before the end of the contract year.

6.   Data Protection / Copyright / Restrictions

RepRisk undertakes not to pass on any customer information that is supplied by the Authorized Subscriber.

RepRisk retains copyright and all originators' rights to the Service. The Service, its products and content, the underlying concepts and the applications are protected by copyright. Information and documentation on the Service, including all commercial, technical and functional aspects, are confidential and may be passed on to third parties only with the written consent of RepRisk. This obligation to maintain confidentiality remains valid after termination of this Agreement.

The Authorized Subscriber may use the information contained in the Service solely and exclusively for its own internal research purposes. The Authorized Subscriber requires the explicit written agreement of RepRisk to use the information contained in the Service as a source for an alert or similar news service. Also, the Authorized Subscriber requires the explicit written agreement of RepRisk to create products directly based on RepRisk data such as the RRI. If the research client, for its own internal business purposes, creates alerts or news services based on RepRisk information contained in the Service, the Authorized Subscriber must quote RepRisk as the source in any document where RepRisk information is being used. The Authorized Subscriber should quote RepRisk by writing "Source: RepRisk ESG data science and quantitative solutions, www.reprisk.com".

RepRisk acknowledges that in relation to the Permitted Use, the Authorized Subscriber may need to download RepRisk data from WRDS and store it in their internal systems. Save as expressly provided for in the Agreement, the Authorized Subscriber shall not (i) perform any systematic and / or automated retrieval, validation, analysis and storage of Information from the Service, (ii) store any Information in databases with the exception of limited amounts of the information required to support the assessment or rating of individual constituent companies. Any other use of the Information requires the explicit written agreement of RepRisk, unless such use is explicitly permitted by this Agreement. The Authorized Subscriber agrees that it shall not employ or disseminate an amount of the Information which could cause the Information so used or distributed to be susceptible to use, substantially as a source of, or a substitute for the Service.

None of the information contained in the Service may be published or otherwise shared with third parties except as outlined in this Agreement.

In addition to making the Data Extracts accessible to Users, the Authorized Subscriber may pass on further information to third parties only with the explicit written agreement of RepRisk and provided the third party is bound by the sections of this Agreement protecting RepRisk's intellectual property rights, information, business secrets and associated interests.

RepRisk is entitled to terminate the Agreement without notice should the Authorized Subscriber infringe the contractual provisions.

7.   Publications

The Authorized Subscriber may create written publications and verbal presentations ("Publications") related to the results of the Research. In particular, the Authorized Subscriber requires the explicit written agreement of RepRisk to use the information contained in the Service as a source for an alert or similar news service, and create products directly based on RepRisk data. Users shall adhere to the WRDS Terms of Use when using the Data Extracts.

8.   Liability and Warranty

The Authorized Subscriber is liable for all losses incurred by RepRisk, in particular losses owing to breaches of copyright or originators' rights, caused by an infringement by the Authorized Subscriber of these contractual provisions. The Authorized Subscriber shall be responsible for enforcing the provisions of this Agreement in the event of an infringement committed by a third party the Authorized Subscriber is responsible for.

Under this Agreement, RepRisk is not liable for losses, in particular for losses which are attributable to the use of this Service or its content, unless a loss is caused deliberately or by gross negligence on the part of RepRisk.

With respect to the information contained in the Service or the Data Extracts ("Information"), RepRisk makes no representation or warranty of any kind to the Authorized Subscriber or any other party, either express or implied, with respect to the Information, the results to be obtained by the use thereof or any other matter.

The Authorized Subscriber acknowledges that RepRisk merely collects information from public sources and distributes them in the form of Information. RepRisk and each such other party expressly disclaim, and the Authorized Subscriber waives, any and all implied warranties, including, without limitation, warranties of originality, accuracy, completeness, merchantability, fitness for a particular purpose and warranties related to possible violations of intellectual property rights, trademark rights or any other rights of any third party.

RepRisk warrants that all content delivered to the Authorized Subscriber is exclusively based on Information which has been published by third parties either without charge or through subscription services, and is accurately quoted or referenced. In addition, RepRisk warrants that due care is being applied upon analysis, processing, categorization and weighting of the information available at the time.

9. Amendments to the Agreement

Unless otherwise specified in this Agreement, any and all amendments and additions to this Agreement or its Appendices must be in written form and must be approved by both parties. In the event the parties wish to add more users or modify the licensing structure of the Service, RepRisk and the contact person of the Authorized Subscriber specified in this Agreement may consent to such changes via e-mail.

10. Severability Clause

The effectiveness of the remaining provisions of this Agreement will remain unaffected should any of its provisions be ineffective or unenforceable, either in whole or in part, or should any provision become ineffective or unenforceable once the Agreement has been concluded. The ineffective or unenforceable provision will be replaced by another, effective and enforceable provision which the parties would have agreed in respect of the sense and purpose of this Agreement had they been aware of the ineffectiveness or unenforceability of the provision in question when the Agreement was concluded. The new provision must correspond to the intentions of the parties in respect of the sense and purpose of this Agreement. The foregoing provision will apply mutatis mutandis should this Agreement contain any gaps or loopholes.

11. Contact addresses

Any and all communications in connection with this Agreement must be sent to the following address:

For Authorized Subscriber:

Mendel University in Brno

Vice-dean for Research
Faculty of Business and Economics
Zemědělská 1
613 00 Brno
Czech Republic

www.pef.mendelu.cz

For RepRisk:

RepRisk AG

Stampfenbachstrasse 42
8006 Zurich
Switzerland

12. Copies of and Amendments to this Agreement / Entry into Force

Each party receives one fully signed copy of this Agreement. Signature of this Agreement also constitutes acceptance of any Appendices, which form an integral part of this Agreement.
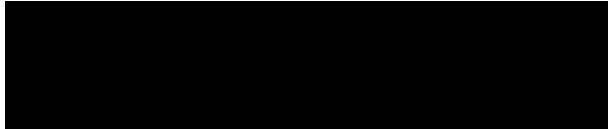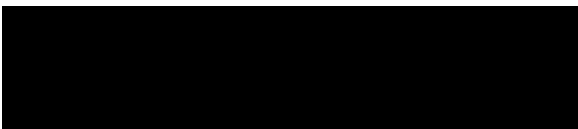
13. Applicable Law and Legal Venue

The present Agreement is subject exclusively to **Swiss law**. The place of performance and sole legal venue for all disputes arising in connection with the present Agreement is **Zurich, Switzerland.**

Authorized Subscriber

Brno, Czech Republic 12/16/2020
....
(Place and date)

RepRisk AG

8006, Zurich 12/15/2020
....
(Place and date)

Authorized Subscriber

RepRisk AG

…………………………………………………
(Place and date)

8006, Zurich   12/15/2020
…………………………………………………………..
(Place and date)

…………………………………………………
(Signature)