

Referral Program

SBTN Interim Decentralized Corporate Engagement Program through Design Phase

Overview

SBTN aims to help companies get ready to set SBTs for nature so they will be in a position to set and validate targets when the methods are complete. We think it is valuable for companies to prepare now as this target-setting process will require gathering data and establishing systems that companies may not already have while engaging with internal stakeholders, suppliers, and customers in a new way.

Because of SBTN's limited capacity to work directly with companies during our design phase, we invite interested service providers and NGOs to bridge the gap by participating in this Referral Program. SBTN will provide Referral Program participants with up-to-date information on technical development, promotional materials, and a readiness framework. We will include these participants on a **public referral list** and allow companies to select who they wish to hire or work with. Participants will report back to SBTN on which companies they are working with and provide high-level customer journey information.

Program Details

1. Service providers and NGOs wishing to join the Referral Program must sign a Terms of Use that includes a commitment to:
 - a. Use and stay up to date with the latest technical developments, provided by SBTN, with companies that are "getting ready" to set SBTs for nature.
 - b. Indicate specific people within the organization who will be included under the agreement as well as any specific languages, countries, sectors, and other expertise or services that they wish to offer to potential corporate clients/partners (see Terms of Use section 2, "contact submission form").
 - c. Over time, report minimal, high-level data on SBTN-related work with companies¹ to SBTN (see Terms of Use section 2, "reporting form").
2. Interested **service provider organizations** must become a member of the SBTN Corporate Engagement Program, indicating a main Point of Contact who will liaise with SBTN Corporate Engagement Lead on technical questions, issues, and reporting on behalf of their organization.
3. Interested **NGOs** must become formal SBTN partners, indicating a main Point of Contact who will liaise with SBTN Corporate Engagement Lead on technical questions, issues, and reporting on behalf of their organization.

¹ We respect participant NDAs which may prohibit disclosing company names. In such cases, we will ask for anonymized data. The purpose of reporting is to determine the number and types of companies that are preparing to set SBTs for nature so that we can address any engagement gaps.

4. SBTN will provide all listed referral individuals with access to our technical FAQs and informational webinars. We will also answer any questions not already addressed in the resources provided, but these questions must be delivered via the main Point of Contact to the SBTN Corporate Engagement Lead.
5. SBTN will provide a list on its public website of Referral Program participants (which will include information provided via the contact submission form). SBTN will not promote any specific NGO or service provider, allowing the market to decide. SBTN divests itself from any business relationship that develops via the Referral Program and indemnifies itself from any responsibility or liability for Referral Program participant performance.
6. SBTN will evaluate accreditation options and other service provider models with its partners and reserves the right to replace this program with a new one, once the methods are complete.
7. SBTN will establish communication claims for any participant working through this Referral Program.

TERMS OF USE FOR SCIENCE BASED TARGETS NETWORK *Referral Program*

These Terms of Use set forth the terms and conditions under which you or the entity or company you represent (collectively “ you ” or “ your ”, “participants”) may join the Science Based Targets Network Referral Program (the “Program”) located at:

<https://sciencebasedtargetsnetwork.org/take-action-now/take-action-as-a-company/join-the-sbtn-corporate-engagement-program/become-a-referral-program-participant/>

The Science Based Targets Network (SBTN or we) is a sponsored project of Rockefeller Philanthropy Advisors (RPA). It aims to enable companies and cities to operate in environmentally sustainable ways to restore balance to Earth's interrelated systems of freshwater, biodiversity, land and ocean alongside climate. It is a key component of the Global Commons Alliance, a network of organizations working together to positively transform the world's economic systems and protect the global commons, also housed at RPA. It comprises a wide range of organizations (SBTN Partners) working together to provide science-based targets (SBTs) for companies and cities.

The Program and all information that will be shared by SBTN, i.e. methodologies / technical guidance are owned by its fiscal sponsor, Rockefeller Philanthropy Advisors. By signing up to the Program, using the Program, receiving information provided by SBTN, or submitting information to the Program, you agree to be bound by these Terms of Use.

1. Purpose of the Program

The purpose of the Program is to 1) enable SBTN to refer knowledgeable service providers and NGOs to companies who request assistance to prepare to set science-based targets for nature during SBTN's design phase; 2) track the progress of companies that decide to engage with a Referral Program participant. It will also serve as a means for willing participants to provide beta feedback to SBTN on draft tools and methods.

By signing up to the Program, you become a participant (Participant) in the Program and will be invited to add organizational contacts under this agreement to the public referral list. These contacts will receive access to SBTN's technical FAQs, informational webinars, and other training materials and opportunities.

2. Requirements on your use of the Program

In order to join the Program, you commit to undertaking the following actions:

	Requirement	Details	Due in
1	If you are a service provider organization,	Steps to join the Corporate	-

	sign up for the Corporate Engagement Program. If you are an NGO, sign the SBTN Partners' Agreement.	Engagement Program here . NGOs can obtain a copy of the partner agreement by emailing corporate-engagement@sbtnetwork.org .	
2	Sign and return these Referral Program Terms of Use, indicating a designated Point of Contact. The Point of Contact agrees to liaise with the SBTN Corporate Engagement Lead regarding this agreement and to submit reports tracking company progress on behalf of the organization.	Terms of Use needs to be signed by: Executive leadership team member. Point of Contact to be specified in these signed Terms of Use. SBTN must be notified in writing of any change in Point of Contact.	-
3	Indicate any contacts from your organization that would like to be included in the public referral list. For each contact, indicate specific relevant expertise. <i>NOTE: Anyone in your organization included in this referral list must abide by these Terms of Use.</i>	Use this contact submission form .	Contacts can be added on a rolling basis.
4	Pay the fee for participation in the Corporate Engagement Program (<i>consultancies only</i>).	See Corporate Engagement Program Terms of Use for a detailed payment table.	Within 30 days Term of Use submission.
5	Read the latest SBTN guidance and review the latest Corporate Engagement Program meeting recordings. Agree to attend or review future Corporate Engagement Program or train-the-trainer sessions.	All individuals in the organization who are supporting and/or engaging with companies on SBTN agree to do this step.	Within 30 days of Terms of Use submission. Attend sessions on a rolling basis.
6	Report the names of the companies you are working with on SBTs for nature, and on which step(s) of the SBTN guidance the company is working on. If an NDA prohibits you from reporting the name of the company, report anonymized data as directed by SBTN*	Use this reporting form .	Quarterly
7	<i>Optional:</i> Work with companies to provide beta feedback, as directed by SBTN	As opportunities arise.	Ongoing

*All data provided will be anonymized before public release (unless explicit permission is granted to publish)

company names) and participants' NDAs shall be respected. See ToU section 5.1.1 for more details.

3. Compliance with terms and requirements

In the event of your non-compliance with these terms and/or the requirements and if you do not rectify such non-compliance with due diligence within 30 days after receipt of notice from SBTN, SBTN may, at its own discretion, terminate your subscription to the Program without refund and remove your information from the SBTN referral list without liability to SBTN.

4. Decision making

SBTN will inform and consult Participants, as needed, on the methods, tools, and guidance. SBTN retains all decision-making responsibility and authority with respect to the methods, tools and guidance.

5. Submission of information to the Program by you

You may submit, manage and share information to the Program as indicated in the table above. Your information will be securely stored on SBTN's file server. This information will be aggregated with other participants' information for internal SBTN use only. SBTN will use your information only as necessary or appropriate for the operation of the Program as described herein. Upon your registration, you shall designate one designated point of contact within your organization as your representative responsible for submitting information to the Program.

With respect to your information as submitted to the Program, you agree as follows:

5.1 Representations, Warranties and Standards

5.1.1 Ownership: You represent and warrant that you own your information and have received consent from participating companies to comply with requirement 2.6 for use in accordance with these Terms of Use. SBTN will request you to provide the names of the companies you are working and on which step(s) of the SBTN guidance so that SBTN can track customer journey at a high level. SBTN may also invite you to get feedback from the companies you work with on draft guidance, methods and tools - providing such feedback is optional. SBTN respects participants' NDAs with those companies. All information provided will be anonymized before making it public. In the event that SBTN wishes to publicize the names of such companies, SBTN must get permission from the relevant participants first. You retain these rights in your information, subject to RPA's and SBTN's right to use your information as described herein.

5.1.2. Accuracy and completeness: You represent and warrant that, to the best of your knowledge, your information is true, accurate, and complete.

5.2 Restrictions on your use of the Program

You will not:

- A. Transmit any information to the Program that is unlawful, harmful, threatening, abusive, harassing,

libelous, defamatory, vulgar, obscene, sexually explicit, profane, hateful, racially, ethnically or otherwise objectionable material of any kind, or violates any other person's copyrights, privacy rights, trademarks, trade secrets or any other intellectual property rights, or rights in any confidential information.

- B. Transmit any information on or to the Program that is detrimental to, inconsistent with or outside the scope of purpose as described in these Terms of Use.
- C. Transmit any information to or from the Program, or use the Program, with the intent to threaten the safety of others or with the effect of causing a reasonable person to perceive a threat to his or her safety.
- D. Transmit any of the technical information provided to you by SBTN beyond the companies you are working with for the purpose of this program.
- E. Solicit Corporate Engagement Program members for the purpose of business development.

6. Roles and responsibilities

The role of SBTN is to provide technical information, in the form of recorded Corporate Engagement Program learning session webinars, technical FAQ, and other training materials and opportunities to Referral Program participants, as the methods are being developed. Where existing materials do not adequately address questions, additional questions can be sent to corporate-engagement@sbtnetwork.org. SBTN also provides a framework to track and report company progress and a framework for providing optional company beta feedback on methods and tools.

The role of participants is to assist companies that enter into a voluntary agreement with them to prepare to set SBTs for nature, as defined by that agreement, using SBTN's latest guidance as described above. Participants are also responsible for tracking and reporting to SBTN at a high level the progress of the companies they are working with, as well as submitting to quality control checks.

7. Communications guidelines

The participants of this program and SBTN will use the following language when referring to their participation and will not portray or imply any other association or collaboration between the participants: "_____ is an SBTN Referral Program participant, pledging alignment with SBTN's goals and vision and helping companies prepare to set science based targets for nature utilizing SBTN's guidance, methods and tools". If the participant is making a reference in a language other than English, they should use a direct translation of this statement. Neither party is permitted to reference the other without prior written approval.

8. Intellectual property

All information or resources provided by SBTN or RPA through the Program is the product of RPA, unless otherwise stated. With the exception of information or resources related to Draft Products, RPA grants you a royalty-free, non-exclusive, worldwide, sub-licensable, perpetual license to reproduce, distribute the information provided through the Program and all other materials, methods, information, products, and information developed by SBTN or RPA for educational purposes in accordance with the following license: The Creative Commons Attribution-NonCommercial 4.0 International license ("CC BY-NC"), the full text of which is available at <https://creativecommons.org/licenses/by-nc/4.0/legalcode>. Notwithstanding the foregoing sentence, any content related to or resulting from a Program technical FAQ, webinar, or any of the Draft Products shall be licensed to you only with a separate written agreement between you and RPA. To the

extent that you participate in, provide, create, or contribute to the content of the Program (including technical FAQ, webinar content, or participant data submission) and possess any Intellectual Property rights related to your participation or contribution, you grant RPA a royalty-free, non-exclusive, worldwide, sub-licensable, perpetual license to use, reproduce, publish, perform, distribute, or create derivatives of such content.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS OF USE, ANY AND ALL INFORMATION OR CONTENT SUBMITTED OR CONTRIBUTED BY YOU TO THE PROGRAM (YOUR INFORMATION) IS PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, (EXCEPT THE WARRANTY OF NON-INFRINGEMENT OF INTELLECTUAL PROPERTY), EITHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. Logo use of participants

SBTN may use your name and logo on SBTN's website to identify you as a Referral Program participant as set forth in these Terms of Use. SBTN's use of your name and logo does not create any ownership right therein and all rights not granted to SBTN are reserved by you. Participants do not have the right under any circumstance to use SBTN's logo (e.g., on their website), but may refer to their participation in the Referral Program, partnership with SBTN and/or membership in the Corporate Engagement Program.

10. Privacy policy

All your personal information will be used by SBTN only as described in these Terms of Use, and as further described in the Science Based Targets Network Privacy Policy located at <https://sciencebasedtargetsnetwork.org/privacy-policy/> (the "Privacy Policy"). Your use of the Program constitutes your acceptance of and agreement to the Privacy Policy.

11. Disclaimers and limitations

You are responsible for evaluating the Program's advice and recommendations within the context of your business model and other knowledge known or available to you.

THE PROGRAM IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, RPA, SBTN, AND THE OTHER SBTN PARTNERS WILL HAVE NO LIABILITY RELATED TO THE PROGRAM OR THE INFORMATION UNDER INTELLECTUAL PROPERTY, LIBEL, PRIVACY, PUBLICITY, OBSCENITY OR OTHER LAWS. RPA and SBTN DISCLAIM ALL LIABILITY WITH RESPECT TO THE MISUSE, LOSS, MODIFICATION OR UNAVAILABILITY OF THE PROGRAM OR OF ANY CONTENT. NEITHER RPA NOR SBTN WARRANTS THAT THE PROGRAM WILL MEET YOUR REQUIREMENTS; THAT THE PROGRAM WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; THAT THE INFORMATION IS ACCURATE, COMPLETE, RELIABLE OR CORRECT; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE PROGRAM IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NEITHER RPA NOR SBTN MAKES A REPRESENTATION THAT THE PROGRAM IS APPROPRIATE OR WILL BE AVAILABLE FOR USE AT ALL TIMES OR LOCATIONS. ACCESS TO THE PROGRAM FROM TERRITORIES WHERE ITS USE IS ILLEGAL IS PROHIBITED.

12. Release and indemnification

You hereby release RPA, SBTN, the other SBTN Partners and the directors, trustees, officers, employees, independent contractors and agents of all thereof (collectively “Indemnitees”) from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with your access to or use of the Program. To the fullest extent permitted by law, you agree to indemnify, defend and hold the Indemnitees harmless from any and all third-party claims, including reasonable attorneys' fees, due to or arising from: A. Your registration to the Program; B. Your violation of these Terms of Use; C. Your information or any third party’s use of your information and any reliance such other User or third party may make on the lawfulness, accuracy, completeness or usefulness of your information; D. Information that you receive from RPA or SBTN, including any reliance you may make on the lawfulness, accuracy of information, and the appropriateness of the recommendations made by SBTN or other participants in the Program; E. Your infringement or violation of any third party’s copyright, trademark, other proprietary right, privacy right or publicity right, and any libel or violation of applicable law by you in connection with the Program or these Terms of Use. Notwithstanding the foregoing, the provisions of this Section 12 shall not apply to any Participant where applicability of such provision to such Participant is prohibited by law or regulation, excluding conflict of law principles, of the United States or any State thereof; and F. Your performance, if hired by or working with a company as a result of being selected from the public referral list.

13. Term and termination

The Program shall continue until December 2025, when the methods are close to completion (Term), with the possibility of Program extension after that date. You may terminate your participation in the Program at any time by sending a written notice to corporate-engagement@sbtnetwork.org. Following your termination, your logo will be removed from the SBTN website and you shall not receive any further communication concerning the Program. Your fee is non-refundable. SBTN may terminate your participation in the Program at any time by written notice from corporate-engagement@sbtnetwork.org.

14. Confidentiality and confidential disclosure

During the Term of this Program, SBTN shall receive and maintain all your Confidential Information in strict confidence. All Confidential Information provided by you shall be used by SBTN staff and hereto solely for the purposes of improving the methodologies, tools and the text of the Guidance and shall not be disclosed to any third party without your prior consent.

The foregoing shall not be applicable to any information that is publicly available when provided or which thereafter becomes publicly available or which is required to be disclosed by any regulatory authority in the lawful and appropriate exercise of its jurisdiction, by judicial or administrative process or otherwise by applicable law or regulation.

14.1. Definitions

For purposes of this section of the Terms of Use, the following terms shall be defined as follows:

“Affiliate” means any corporation or other entity which controls, is controlled by, or is under common control with a Party to these Terms of Use or any successor entity. A corporation or other entity shall be deemed to

control another corporation or entity if (a) it owns, directly or indirectly, greater than fifty percent (50%) of the voting shares or other interest, (b) has the power to elect more than half the directors, of such other corporation or entity, or (c) has the ability, via contract or otherwise to direct the affairs of such other corporation or entity;

“Security Breach” means any actual or suspected unauthorized disclosure or loss or theft of Confidential Information.

“Disclosing Party” means the Party and or its Affiliate that releases, exchanges, or discloses Confidential Information.

“Laws” means all laws, regulations, statute, or ordinances applicable to the Receiving Party’s performance of its obligations under the Agreement.

“Receiving Party” means the Party or Parties that obtain(s) Confidential Information.

14.2. Confidential Information

Confidential Information means, any and all information that is disclosed on or after the date of signature of these Terms of Use (“Effective Date”), respectively:

14.2.1. Participant Confidential Information:

Shall mean all confidential, proprietary, or non-public information or material disclosed or provided by you, in any format, whether oral, electronic, or in writing, or obtained by SBTN from a third party or any other source, concerning any aspect of the business or affairs of the Participant or its “affiliates”. This includes, but is not limited to, data, trade secrets, techniques, know-how, methods, processes, plans, strategies, presentations, financial models, spreadsheets, project plans, proposals, materials and documents concerning the science, services, business, business opportunities, activities and/or operations.

14.2.2. SBTN Confidential Information:

Shall mean all confidential, proprietary, or non-public information or materials, including all Draft Products, disclosed, or provided by SBTN to Participants, in any format, whether oral, electronic, or in writing. To the extent necessary, you may share confidential information with consultants engaged to provide services in connection with the Program. You must ensure that any such consultant receives and maintains Confidential Information in strict confidence, as outlined below.

14.3. Maintenance of Confidentiality; Non-Use Obligations; Security Breach

All Parties shall hold the Confidential Information disclosed to it in confidence. The confidentiality obligations shall apply to all forms of Confidential Information, regardless of how transmitted or conveyed including, but not limited to writings, images, and verbal exchanges.

The Disclosing Party will use reasonable efforts to mark its Confidential Information as “Confidential.” In the event that Confidential Information is disclosed and not so marked, the Receiving Party agrees to treat such information as confidential to the extent that a reasonable person would consider such information to

be confidential given the content and circumstances of the disclosure.

The Receiving Party shall protect the Confidential Information of the Disclosing Party in the same manner it protects its own confidential information of a similar nature, which shall be at least a reasonable standard of care.

The Receiving Party shall implement and maintain reasonable safeguards (i.e., physical protections and access controls) including, on request, encryption to protect Confidential Information from accidental loss, damage, alteration, disclosure or destruction.

Receiving Party shall not make use of the Confidential Information disclosed to it other than for the Agreed Purpose, nor disclose the Confidential Information except to such of its, officers, employees, Affiliates, agents, representatives and consultants to whom disclosure is necessary for the Agreed Purpose and who are bound by confidentiality obligations substantially similar to those contained in these Terms of Use.

Upon discovering a suspected or actual Security Breach, the Receiving Party will notify the Disclosing Party in accordance with the Notices section below as soon as practicable but in no event later than 30 calendar days upon discovery.

14.4. Acknowledgement of Activities

The Disclosing Party understands and acknowledges that the Receiving Party and/or its Affiliates may have in the past (including prior to the Effective Date), currently do, or may in the future, either internally or with a third party, engage in research, development and commercialization activities relating to the subject matter of the Disclosing Party's Confidential Information ("Activities"). Nothing contained in these Terms of Use shall be construed to prohibit the Receiving Party from engaging in similar Activities, now or in the future, so long as it does so independently and without using the Disclosing Party's Confidential Information or Intellectual Property.

14.5. Excluded Information

Confidentiality and non-use obligations shall not apply to the following as established by reasonable, written proof:

Information which at the time of disclosure is in the public domain; or

Information which, after its disclosure, becomes part of the public domain by publication or otherwise, except by breach of these Terms of Use; or

Information which the Receiving Party can establish was in its possession prior to disclosure or was subsequently and independently developed by employees of or on behalf of the Receiving Party without use, direct or indirect, of information required to be held confidential hereunder, or who had no knowledge of the Confidential Information disclosed; or

Information which the Receiving Party shall receive from a third party, provided however that the third Party has the legal right to disclose the information to the Receiving Party, free of any confidentiality

obligation.

Information which the Receiving Party disclosed prior to the Effective Date of this Section 14 for which, at the time of disclosure, was not subject to an obligation of confidentiality.

14.6. Notification of Mandatory Disclosure

Notwithstanding any provision to the contrary, if the Receiving Party becomes obligated by Law to disclose any Confidential Information to a third party, the Receiving Party shall immediately to the extent permissible notify Disclosing Party of such a requirement so that the Disclosing Party may seek an appropriate protective order or other remedy to narrow the scope of such requirement and or waive Receiving Party's compliance with the provisions of these Terms of Use.

14.7. Term of Obligations

These Terms of Use are made effective on the Effective Date and shall remain in effect for a period of two (2) years thereafter. These Terms of Use's confidentiality and non-use obligations shall survive for ten (10) years from expiry or earlier termination of these Terms of Use.

14.8. Representation and Warranty

Each Party represents and warrants to the other Party that: (a) it has the rights in and to its Confidential Information and/or it has the right to disclose such Confidential Information to the other Party; and (b) by entering into these Terms of Use it is not breaching any obligation in any agreement to any third party.

Except as expressly stated in these Terms of Use, neither Party makes any express or implied warranty or representation concerning the Confidential Information, including the accuracy or completeness of the Confidential Information.

14.9. Ownership

All Confidential Information is and shall remain the property of the Disclosing Party. Neither these Terms of Use nor any disclosure hereunder shall be deemed to vest in the Receiving Party any license or ownership rights to the Confidential Information or under any Confidential Information or inventions, patents, know-how, trade secrets, trademarks or copyrights owned or controlled by the Disclosing Party or its Affiliates.

14.10. Compliance with Applicable Law

Receiving Party shall comply with all Laws applicable to the performance of its obligations under these Terms of Use. To the extent not prohibited by Law, Receiving Party will promptly notify Disclosing Party in writing of any investigation or inquiry into whether Receiving Party may have failed to comply with the Laws in relation to performance under these Terms of Use.

14.11. Return of the Confidential Information

Upon completion of the Agreed Purpose, Receiving Party shall cease all use of the Confidential Information, and shall upon request, and at the Disclosing Party's cost, promptly return to the Disclosing Party all of the Confidential Information (including copies thereof), which is in tangible form (including electronic imaging), or certify that all such Confidential Information has been destroyed, except that the Receiving Party shall be

permitted to retain one (1) copy of the Confidential Information so that any continuing obligations may be determined.

14.12. Use of Parties' Names

Neither Party shall make nor permit any person to make any public announcement (oral or written) concerning these Terms of Use or its prospective interests in the Agreed Purpose without the other Party's prior written consent (such consent not to be unreasonably withheld or delayed). Neither Party may use the other Party's name, trademarks or in any other way identify the other Party without the other Party's prior written consent.

14.13. No Other Obligation

Nothing in these Terms of Use or the disclosure of Confidential Information shall be construed, by implication or otherwise, as an obligation to enter into any further agreement.

14.14. Notices relating to Confidential Information and Security Breaches

Notices given under these Terms of Use, except for notices for Security Breaches, shall be given in writing, by registered mail or commercial courier or by electronic mail with a read receipt, to the Party's addresses below. Notice shall be effective upon receipt.

Upon the discovery of any event that could reasonably be expected to compromise the security of a Party's Confidential Information or upon discovering any suspected or actual Security Breach of any Party's Confidential Information, the Discovering Party will promptly email the affected Party. Upon any occurrence or compromise, the Discovering Party shall email the main point of contact provided by the Program Participant and corporate-engagement@sbtnetwork.org for SBTN. Each Party shall work with the other in good faith to identify a root cause and remediate any Security Breach.

A Party may change its address details for receipt of notices by notice to the other Party.

15. Compliance with Applicable Laws.

Each party shall undertake to comply with all requirements under all laws and regulations applicable to it including, but not limited to:

- A. **Data Protection:** Each party shall comply with the laws and regulations relating to the protection and transfer of personal data held, processed, or controlled by the party;
- B. **Slavery and Human Trafficking:** Each party shall commit to preventing slavery and human trafficking in its operations and activities, including within its supply chain. Accordingly, each party agrees that it does and shall not engage in activities that support or promote trafficking in persons and shall comply with the laws of the United States, European Union, and other pertinent jurisdictions relating to modern slavery and human trafficking.

16. Governing law; Jurisdiction

These Terms of Use shall be construed in accordance with the laws of the State of New York (without regard to conflicts of laws principles), and your obligations, rights and remedies shall be determined in accordance with such laws.

17. Reservation of Rights

All rights not expressly granted to you by these Terms of Use are reserved by RPA.

18. Amendments and updates

SBTN may amend or update all or any portion of these Terms of Use at any time. If we make revisions, we shall inform you in an email. The current version of the Terms of Use, with the date of last revision, can be found at

<https://sciencebasedtargetsnetwork.org/take-action-now/take-action-as-a-company/join-the-sbtn-corporate-engagement-program/become-a-referral-program-participant/>. Your continued use of these Terms following such notice will be deemed your acceptance of the revision.

19. Notices and other communications

You consent to receive notices and other communications from SBTN, via the email address you have submitted to SBTN; it is your responsibility to keep this email address current. Notices and other communications from you to SBTN must be sent to corporate-engagement@sbtnetwork.org.

Science Based Targets Network (SBTN) Antitrust Compliance Policy

It is the policy of SBTN to comply strictly with the letter and spirit of all applicable federal, state, and international trade regulations and antitrust laws. Any activities of the SBTN or SBTN-related actions of its staff, partners, members or participants that violate these regulations or laws are detrimental to the interests of SBTN and are contrary to SBTN policy. Antitrust law violations may result in civil and criminal penalties and/or imprisonment for companies and individuals involved in such violations.

Participation in the SBTN Corporate Engagement and Referral Programs (“Programs”) by their very nature bring competitors together. Accordingly, it is necessary that all participants in these Programs comply with this Antitrust Compliance Policy.

All Program sessions must have a clearly spelled out and proper purpose. Each session shall be conducted pursuant to a written agenda, circulated in advance (and the agenda shall provide more detail than "(1) old business, (2) new business, and (3) other").

All participants in the Programs must avoid discussions and/or agreements regarding competitively sensitive topics such as prices, price lists, discounts, promotions, pricing policies, allowances, or any other matter related to price, profits or profit margins, costs, freight charges, currency fluctuations, accounting practices, production limits, volume levels, standardizing or differentiating products, formulas, credit terms and other conditions of sale, market shares, the geographic areas or types of customers served, relationships or terms of dealing with individual customers, future business plans or strategies, forecasts, company hiring practices or employee compensation information (wages and/or benefits). Additionally, participants (i) shall not engage in any discussions or agreements regarding any allocation of markets or division of customers and (ii) shall not discuss or enter into agreements to boycott a particular industry participant – including competitors, suppliers or customers. Even discussing legitimate trade abuses committed by certain firms could be characterized as a boycott and should not be raised. Similarly, participants shall not discuss or agree to take a particular course of action relative to a single participant or small group of participants. It is also important to avoid recommendations with respect to all the subjects mentioned in this paragraph.

Illegal, anti-competitive practices include, but are not limited to, agreements to fix prices, fees or wages, to allocate markets, to reduce the output of services or products, to engage in product boycotts or to refuse to deal with third parties. It does not matter what the reason for such an agreement might be. An antitrust violation does not require proof of a formal agreement. Just a discussion regarding a competitively sensitive topic, such as prices, fees or wages, followed by parallel action by those involved in or present at the discussion may be enough to show an illegal agreement. Therefore, all participants in these Programs must avoid discussions about any of the competitively sensitive topics listed in this Antitrust Compliance Policy. Any discussions contrary to this direction must be immediately objected to; stopped; and reported to SBTN staff, SBTN legal counsel and your organization’s legal counsel.

Participants shall not participate in any "rump sessions" or other “break out” meetings before, after or during Program sessions unless such meetings are approved in advance by SBTN staff and adhere to the requirements of this Antitrust Compliance Policy. In addition, participants shall not engage in discussions or conduct at social events incidental to Program sessions which would not be proper at the sessions themselves.

Statistical data collection and reporting programs shall relate only to past transactions, and data shall be reported in an aggregate form that does not permit identification of individual transactions or reporting companies. Participation in such programs shall always be voluntary.

SBTN will not develop standards or practices which restrict the business of any firm or individual.

Participants are reminded that they are not bound by opinions expressed, conclusions reached, recommendations made, or practices proposed at any SBTN-sponsored event and should confer with their legal counsel before implementing any actions that have the potential to be perceived as anti-competitive. Participants in the program must understand that this is a policy statement, but the mere existence of the policy does not reduce liability if you commit the unlawful act. Thus, SBTN will share this policy at the beginning of every learning session and encourages all participants to educate themselves about the law.

Date of last revision of these Terms of Use: 2 August, 2023

Information on the Designated Point of Contact (as per requirement 2.2):

Name

Title

Email

By signing this Terms of Use, you agree to the Terms and Conditions of this document, and you indicate alignment and support of the [SBTN Corporate Engagement Program](#) pledge.

Signature

Printed Name

Title

Organization Name

Date