

Terms of Use Carve-out Readiness Tool

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The Deloitte carve-out readiness tool ("Carve-out Readiness Tool") is facilitated and offered by Deloitte Consultative Services B.V., registered with the Chamber of Commerce under no. 33259541 (hereinafter: "Deloitte" or "we").

1. Applicability

These terms of use ("Terms of Use") govern your access to and use of the Carve-out Readiness Tool, which includes a series of questions in relation to predefined topics surrounding carve-out readiness (the "Questionnaire"). Based on the answers provided by the user ("User" or "you"), the results of the completed Questionnaire are presented in a report, indicating the overall level of carve-out readiness of your company as well as your carve-out readiness self-assessment for each of the predefined topics ("Report"). The User of the Carve-out Readiness Tool refers to the natural person or persons who complete(s) the Questionnaire and generates the Report and any legal entity on behalf of whom you are acting ("Company").

2. Login

2.1 After submitting your contact details and general information as requested, Deloitte will provide you with an email containing a personal link that enables you to initiate your Questionnaire (the "Link"). By clicking on this Link you can resume the Questionnaire or view your Report.

2.2 You must only use the Link that is assigned to you and may not use another user's Link. You are responsible for the use of your Link in compliance with these Terms of Use, and:

- a) should keep this Link confidential and not disclose it to any other person;
- b) take all reasonable steps to ensure that the information contained in the Carve-out Readiness Tool is not visible to, or capable of being overlooked by, other persons;
- c) not leave your computer or any other communication device unattended while accessing the Carve-out Readiness Tool, and close your browser each time you finish using the Carve-out Readiness Tool;
- d) not hack into or otherwise attempt to access other areas of the Carve-out Readiness Tool to which you have not been granted access;
- e) notify Deloitte immediately in writing upon becoming aware of any unauthorised use of the Carve-out Readiness Tool and/or any other breach of security of the Carve-out Readiness Tool; and
- f) immediately cease using your Link and the Carve-out Readiness Tool if your employment at the Company terminates for any reason.

3. General

3.1 You may be accessing the Carve-out Readiness Tool at a point in time where Deloitte has not been contracted to execute any services related to carve-out readiness of the Company which you represent. The use of the Carve-out Readiness Tool or any correspondence with Deloitte relating to the Carve-out Readiness Tool and/or Report will not constitute a client relationship between Deloitte and yourself or the Company. No party is under an obligation whatsoever to purchase services from Deloitte as a result of using the Carve-out Readiness Tool. Deloitte only enters into a client relationship when a written agreement between Deloitte and its client ("Engagement Letter") has been signed mutually.

3.2 You agree that the purpose of using the Carve-out Readiness Tool is to self-assess the carve-out readiness of the legal entity for whom the Questionnaire is completed. The Questionnaire and the Report presented by the Carve-out Readiness Tool are intended for informational purposes only, are at most illustrative, and therefore do not represent any consultancy or other professional advice or services, recommendations or otherwise and they cannot replace professional customised advice in connection with carve-out readiness. As a result, no reliance can or should be placed on the Report. All parties potentially or ultimately involved in the preparation of a carve-out are required to consult their own professional advisors in relation to the evaluation of their company's carve-out readiness, regardless of the (direct or indirect) use of the Carve-out Readiness Tool.

3.3 The print functionality of the Carve-out Readiness Tool allows you to generate the Report, reflecting the responses provided by you, to the questions asked in the Questionnaire. Preparation of the Report is fully automated and based on the answers provided by the User, without any human interference, interpretation or verification by Deloitte or any of Deloitte's professionals.

3.4 You are solely entitled to use the Carve-out Readiness Tool or the Report for internal use, however, you are prohibited from disseminating the Carve-out Readiness Tool or the Report in whatever form to (other) third parties without prior written authorisation from Deloitte. Deloitte accepts no liability whatsoever to any party in relation to the Carve-out Readiness Tool or the Report.

4. Security and disclosure

4.1 Although Deloitte, considering the confidential nature of the information to be provided by you hereunder, has implemented commercially reasonable measures designed to protect the Carve-out Readiness Tool and the data and information collected and stored thereunder from unauthorised access, Deloitte cannot guarantee that such unauthorised access will not occur. Therefore, to the extent permitted by applicable law and legislation, Deloitte accepts no liability for any breach of the data and security of the Carve-out Readiness Tool for any reason whatsoever. You understand and accept that the disclosure of such data or information may be required by law or regulation.

4.2 You shall keep confidential and shall not disclose the technology used in or as part of the Carve-out Readiness Tool, the Questionnaire, the Report, your Link and any other of Deloitte's confidential trade secrets and proprietary information (the "Deloitte Confidential Information") other than as permitted by these Terms of Use. You shall only use the Carve-out Readiness Tool and/or the Report for the purpose (as defined in article 3) for which Deloitte has given you access to the Carve-out Readiness Tool and/or the Report. Any copyright or other legal notice on any Deloitte Confidential Information or on any other material posted on the Carve-out Readiness Tool and/or the Report shall not be removed therefrom or altered in any way.

4.3 Regarding the information you provide in connection to the Carve-out Readiness Tool (the "Provided Information"), you shall bear the sole responsibility for the legitimacy thereof and agree to comply with rules under or pursuant legislation of the Netherlands or other relevant jurisdictions when completing the Questionnaire. Without derogating from the generality of the above, you agree that:

- a) you are responsible for ensuring that the Provided Information is accurate, up-to-date, free of viruses, any changes to it are appropriately authorised, and it will not be defamatory, indecent, offensive, inflammatory, pornographic or blasphemous, infringe the intellectual property or data privacy rights of any third party, or otherwise be unlawful or could result in liability under civil law, administrative law or criminal law;
- b) the Provided Information will be available on the Carve-out Readiness Tool; and
- c) Deloitte may remove any Provided Information that we reasonably consider has been placed on the Carve-out Readiness Tool in breach of these Terms of Use.

5. Changes or interruptions to the Carve-out Readiness Tool

5.1 Technical malfunctions or maintenance may temporarily render the Carve-out Readiness Tool inaccessible. You acknowledge that access to the Carve-out Readiness Tool may be suspended, limited, denied or disabled at any time (for example, to update software for the Carve-out Readiness Tool) and that information uploaded to it may not be recoverable. Deloitte may disable your access to the Carve-out Readiness Tool upon a period of inactivity of at least 30 days. Deloitte will re-enable your user account access upon receipt of a written request. A new Link may need to be created which will be emailed to you. Statistical data will be stored for as long as deemed necessary for us to use for benchmarking purposes.

5.2 You are advised to use appropriate anti-virus software. Deloitte does not guarantee that the Carve-out Readiness Tool or any of its content will be free from viruses, and Deloitte is not responsible or liable for any damage caused by viruses.

6. Limitation of liability

6.1 Although Deloitte construed the Questionnaire and the underlying algorithms carefully, the Carve-out Readiness Tool and/or the Report may lack essential elements and may contain errors. Over time, new insights may prompt Deloitte to adapt and further develop the elements of the Carve-out Readiness Tool, such as the Questionnaire and (the template of) the Report. Hence, even though a Questionnaire can be completed in the same way over time, different versions of the Report may be the result.

6.2 The Carve-out Readiness Tool will not check whether the information provided by the User is correct, consistent or complete. Deloitte has no influence on how the User will use the Carve-out Readiness Tool, the

Questionnaire or the Report resulting therefrom. It is your responsibility to decide the manner in which the Report is to be used in the context of the Company's business and any reliance on that is at your (Company's) sole risk.

6.3 The Carve-out Readiness Tool and/or the Report are provided to you on an "as is" and "as available" basis. Deloitte expressly disclaims all express or implied warranties and representations including (without limitation) of merchantability, quality, title, fitness for purpose, non-infringement, compatibility, security and accuracy of the Carve-out Readiness Tool and/or the Report. Deloitte cannot warrant the accuracy nor the completeness of the information provided via the Carve-out Readiness Tool, that the use of the Carve-out Readiness Tool will be uninterrupted or error-free, nor that the Carve-out Readiness Tool has been developed to meet any Users' individual requirements or intended results.

6.4 Neither Deloitte nor any of its members, partners or employees accept any duty of care, responsibility or liability of whatsoever nature, in contract, tort, or otherwise, for any damages, whether direct, indirect, or consequential, in relation to your use of and/or reliance on the Carve-out Readiness Tool and/or the Report. While Deloitte takes reasonable steps to maintain the continuity of the Carve-out Readiness Tool, Deloitte accepts no liability for any failure to connect to it, its suspension, interruption, unavailability, for any loss of data or fault occurring, or any consequences thereof.

6.5 In addition, no affiliated or related entity of Deloitte (including without limitation, any member firms of Deloitte Touche Tohmatsu Limited), or such entity's partners or employees, shall have any liability hereunder to the User and the User shall not bring any action against any such affiliated or related entity, or such entity's partners or employees, in connection with the Carve-out Readiness Tool, the Questionnaire and/or the Report. Without limiting the foregoing, such affiliated and related entities are intended third party beneficiaries of these terms and may in their own right enforce such terms.

6.6 In providing you with access to the Carve-out Readiness Tool, Deloitte may use and rely upon certain software, tools and technology of third parties. Deloitte may license such software, tools or technology from third parties, and those third party suppliers and licensors disclaim, to the extent permitted by applicable law, all warranties and any liability for any damages, whether direct, indirect, or consequential, arising from your use of the Carve-out Readiness Tool and/or the Report.

6.7 Nothing in these Terms of Use excludes or limit Deloitte's liability for willful misconduct ("opzet") or gross negligence ("bewuste roekeloosheid") or any other liability that cannot lawfully be excluded or limited.

7. References to third party information sources

Certain references in the Carve-out Readiness Tool may lead to sources of information offered and maintained by third parties, over which Deloitte has no control. Deloitte bears and accepts no responsibility or liability whatsoever for the contents or information from those other sources. You connect to other websites for your own account and risk and commit yourself to using such websites pursuant to the terms linked to their use.

8. Intellectual property

8.1 The word marks, trade names and logos (hereinafter jointly referred to as "Intellectual Property Rights") used and shown in the Carve-out Readiness Tool and the Report, are registered or non-registered Intellectual Property Rights of Deloitte or other third parties and are prohibited from being used without the prior written authorisation of the holder. Other Intellectual Property Rights in the Carve-out Readiness Tool, the Deloitte Confidential Information, any results generated by the Carve-out Readiness Tool and the Report, including, but not limited to, copyrights (including any technology and algorithms, models, tools, documentation, any new features, analyses, add-ons, functionality, modifications, derivative works etc.), on the Carve-out Readiness Tool and/or the Report and the information published on this website, patent rights, model rights and rights to databases which are connected with or vested in (parts of) this website, are owned by, and/or are proprietary properties of, Deloitte and/or third parties and are prohibited from being copied, used, traded, multiplied or published, without prior written authorisation of the maker, holder and/or entitled party, except to the extent that such use is strictly necessary for consulting the website. You are granted a non-exclusive and revocable license to use them in connection with the purpose for which we have given you access to the Carve-out Readiness Tool and/or the Report.

8.2 The source code and the technical documentation generated in developing the Carve-out Readiness Tool shall not be made available to any User. You acknowledge that the source code is confidential in nature and that it includes Deloitte's and/or other third party's Intellectual Property Rights and trade secrets

8.3 Should any User suggest new features, customizations, add ons, functionality, programs, or performance for the Carve-out Readiness Tool, these shall be the property of Deloitte. You shall assist Deloitte to execute any applications, transfer documents and/or assignments reasonable necessary to achieve the transfer, if necessary, and or to obtain any intellectual property rights in Deloitte's name as we deem appropriate or desirable.

8.4 If you disclose, upload and/or modify Provided Information, you must ensure you have the necessary permission to do so. Sharing Provided Information in the Carve-out Readiness Tool is deemed to grant Deloitte a perpetual, free and nonexclusive license to use it in the context of the Carve-out Readiness Tool. You agree that Deloitte or its subcontractors may use the Provided Information, as part of research and advice, including, without limitation, benchmarking services and that Deloitte may disclose such information to other affiliated or related Deloitte entities (including without limitation, member firms of Deloitte Touche Tohmatsu Limited), and their respective subcontractors, for this same use, provided that the information is rendered anonymous and duly de-identified. Related hereto you agree that Deloitte may use other parties, wherever located, to store and process any information received from you; provided that such third parties are required to maintain the confidentiality of such information.

8.5 You shall not, and shall not authorise any third party, to:

- d) use the Carve-out Readiness Tool to send or store harmful, infringing or unlawful material;
- e) interfere with or disrupt the integrity or performance of the Carve-out Readiness Tool (including data contained therein);
- f) copy, modify, reengineer or decompile the source code of (any part of) the Carve-out Readiness Tool;
- g) attempt to gain or permit unauthorized access to the Carve-out Readiness Tool or related systems or networks;
- h) remove or evade any technical measures taken by Deloitte to protect the Carve-out Readiness Tool;
- i) remove or modify any designation concerning the confidential nature of Deloitte intellectual property;
- j) disassemble, decompile, decrypt, or reverse engineer, or in any way attempt to discover or reproduce source code for any part of the Carve-out Readiness Tool or alter, modify, or prepare derivative works based on any Deloitte Intellectual Property;
- k) alter, remove or suppress any copyright or other proprietary notices or marks or any confidentiality legends embedded or otherwise appearing in or on the Carve-out Readiness Tool and/or the Report; or
- l) sell, sublicense, lease, assign, transfer, distribute, encumber, or otherwise transform the Carve-out Readiness Tool and/or the

Report. 9. Data Protection

Deloitte shall process personal data in accordance with the Carve-out Readiness Tool Privacy Statement.

10. Termination

If Deloitte considers in its reasonable opinion that it is no longer desirable or commercially viable to continue to provide the Carve-out Readiness Tool or if any third party software or service becomes unavailable to us, we shall be entitled to modify the Carve-out Readiness Tool as necessary to accommodate such changes or unavailability or to terminate providing any access to the Carve-out Readiness Tool (without any liability). Deloitte may also terminate this agreement and deactivate or delete your Link if you breach any of these Terms of Use.

11. Final

11.1 The use of the Carve-out Readiness Tool and the Report, as well as these Terms of Use, are governed by the laws of the Netherlands. Any disputes or claims between the User and Deloitte will be submitted exclusively to the competent court of Rotterdam.

11.2 These Terms of Use constitute the entire agreement of the parties with respect to your use of the Carve-out Readiness Tool and/or the Report and supersede all prior or contemporaneous agreements, understanding and discussions.

11.3 You may not assign this agreement without our written permission. Deloitte may assign this agreement at our sole discretion.

11.4 If any of these Terms of Use are found to be unenforceable, the remainder shall continue to apply.