

WERCSmart® Terms of Use

Welcome to the WERCSmart portal (the "**Site**"), provided by UL Information and Insights Inc. ("UL") ("we" or "us"). Collectively, UL and its affiliates shall be known as the "UL Companies." Please read these terms of use ("Terms") carefully before using the Site.

1. Agreement.

These Terms constitute an agreement between you (the company utilizing the Site) and UL located at 23 British American Boulevard, Latham, New York 12110 ("Agreement"). By accessing and using the Site, you accept and agree to be legally bound by this Agreement. If you are using the Site on behalf of an organization, you represent that you are authorized by your company to utilize the Site, provide the information requested by the Site and bind your company to this Agreement. In that case, "you" and "your" will refer to that organization. If you do not agree to these Terms, you should not access or use the Site. "UL" and "you" may be collectively referred to as "Parties" or individually as a "Party." "UL Company" means an entity controlled by, controlling, or under common control with us, and "UL Companies" means all of them, collectively. "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of more than 50% of the interests in such entity, by contract, or otherwise.

2. International Users.

You may not use the Site in violation of the export laws of the United States or any other country. If you access the Site from a location outside of the United States, you are responsible for compliance with all applicable laws. Access to and use of the Site from territories where the Site's content is illegal is prohibited.

3. Language of the Terms.

If you have been provided with a translation of the English language version of these Terms, then you agree that the translation is provided for your convenience only and that the English language version of these Terms will govern your usage of the Site. If there is any contradiction between the English language version of these Terms and a translation, then the English language version shall take precedence.

4. Services.

In order to use our Site, you must first register. During registration you are required to provide contact information (such as name and email address). As a registered user, we will provide you with a password-protected account. It is your responsibility to select an appropriate password for this account, to change it regularly and to ensure that your password is not disclosed to others.

Through the Site, UL provides (i) a means by which information about your product(s) is sent to entities that sell, store, transport or dispose of your product(s) ("WERCSmart Recipient(s)"), (ii) safety data sheet ("SDS") authoring services, (iii) dedicated account assistance ("Agency Services"), (iv) a means by which you may elect to transfer product submission to the consumer site GoodGuide.com and (iv) such other services that may be added from time to time (collectively, the "Services").

Information about the type of data provided to WERCSmart Recipients and their permitted use of such data is set forth in the Data Use Tier Disclosure, which is incorporated herein. As a registered user of this Site, you agree to Tier 1 Data Use as disclosed in the Data Use Tier Disclosure involving regulatory support. A WERCSmart Recipient may request your voluntary participation in a certain data tier. In the event a WERCSmart Recipient is seeking your consent for a certain data tier, your account administrator will be asked if they wish to make the relevant selections on your Account Management page. Such data will only be transferred to a WERCSmart Recipient as authorized by your selected tiers.

If you elect Agency Services, you authorize us to establish an agent account in your WERCSmart account and appoint us as your designated agent ("Agent") to assist with entering product information, modifying such information, submitting such information for recertification, making certifications as may be required from time to time, and initiating, receiving and responding to communications. Agent cannot consent to participate in a Tier without specific direction from you to do so. You remain responsible for Agent's actions or inactions. Agency Services shall continue until withdrawn by you in writing and acknowledged by us or if such Services are not renewed.

Through the Site, you may elect additional services offered by UL, its affiliates or third parties and instruct UL to transfer Your Information, which may include Confidential Information (as defined in Section 5 below), to such services. Such services are subject to separate terms and policies. Please review such terms and policies carefully. The UL Companies do not endorse and are not responsible or liable for any third party products or services and have no access to or control over the use of cookies by owners of third-party websites or other services.

5. Your Information.

Information provided to us by you, or on your behalf ("Your Information") will be used to provide the Services. UL does not verify Your Information. You represent and warrant that Your Information will be complete and accurate and that you are in compliance with any relevant data protection laws in furnishing it to us, and agree that we may rely upon and process such information when providing you Services. In addition, you represent and warrant that all of Your Information is owned or licensed by you, and does not infringe on the intellectual property rights of any third party. If any of Your Information is inaccurate, we will not be liable for any performance or alleged non-performance of Services.

In order to use our Services, you are required to provide formulation information, including if available the Chemical Abstract Service Number ("CAS #"), for all ingredients contained in a product or product component with the percentages of each ingredient. If Your Information is inaccurate or incomplete, information we provide to WERCSmart Recipients may also be inaccurate and incomplete. You may be liable for the same.

Information provided to WERC Smart Recipients is derived using both non-confidential and confidential information submitted by product manufacturers (sometimes referred to as “Direct Suppliers” on the Site) and any suppliers of product components (sometimes referred to as “Third-Party Suppliers” on the Site). Please see the Data Use Tier Disclosure for information related to Public Data and Confidential Data.

Confidential Information, however, does not include information or materials that are: (i) already known to the UL Companies at the time of disclosure and not subject to an obligation of confidentiality; (ii) publicly available or that become publicly available other than through the acts or omissions of the UL Companies; (iii) subsequently acquired by the UL Companies from other sources not in violation of any confidentiality obligations; or (iv) is required by law or regulation to be treated as non-confidential.

We may use your information to contact you about Services we provide, including any questions we may have regarding your WERC Smart account or share this contact information and the identification of products that have been processed through the Site with WERC Smart Recipients to facilitate communication surrounding an assessment, status, or the overall process. Also, we may share your contact information, product identity and general transaction information with affiliates or third parties, in order for us to: (i) conduct surveys for input about us and our Services or the improvement of our Services; or (ii) provide you additional information about UL affiliate services.

Notwithstanding anything to the contrary, you agree that the UL Companies shall have a non-exclusive, perpetual, irrevocable, fully-paid-up, royalty free license to use aggregated, anonymized data derived from Your Information, including any Confidential Information, and your use of the Services (the “Aggregated Data”) for UL Companies’ business purposes, including the provision of products and services to UL Companies’ other customers; provided, the Aggregated Data does not include (directly or by inference) any information identifying you or any identifiable individual and does not include Your Information, your Confidential Information in a non-aggregated, identifiable format. The Aggregated Data will not be considered Your Information or your Confidential Information.

UL agrees to treat your Confidential Information with the same degree of care it employs to protect its own confidential information and in no event less than a reasonable standard of care. UL further agrees that your intellectual property submitted through the Site remains your property. We may disclose data received from you if required by a law enforcement action such as a court order, subpoena or search warrant. If permitted, we will provide you advance notice so that you may oppose or limit such disclosure, or seek any other appropriate relief.

6. Export Control.

You represent and warrant that you: (i) will not cause us to violate any export, trade or other economic sanction law; (ii) will promptly advise us if a product involves technology that is subject to any government controls, including, without limitation, U.S. export controls, and will promptly supply all information needed to comply with those controls; and (iii) will make payment to us for Services with funds obtained and through financial institutions and accounts in compliance with applicable laws concerning the prevention of money laundering, terrorist financing and other illicit activities, including, without limitation, those enforced by the United States.

7. Limited Warranty and Limitation of Liability.

Based on the information you provide through the Site, we will provide the Services in a good, workman like and professional manner. As indicated in the Site, you are responsible for reviewing and revising any SDSs generated through the Site and are responsible for any final published or otherwise distributed SDSs. You agree that you shall indemnify and hold the UL Companies harmless from and against any claims against such entities, which are in any way connected with any final, published or otherwise distributed SDS, unless a claim results from the gross negligence or willful misconduct of the UL Companies.

EXCEPT AS EXPRESSLY STATED HEREIN, UL DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY DELIVERABLE HEREUNDER. THE UL COMPANIES' TOTAL LIABILITY UNDER THIS AGREEMENT, TO YOU OR ANYONE CLAIMING ON BEHALF OF OR THROUGH YOU SHALL BE LIMITED TO THE FEE PAID HEREUNDER FOR THE PARTICULAR SERVICE DIRECTLY INVOLVED. IN NO EVENT WILL EITHER YOU OR ANY UL COMPANY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY DAMAGE OR LOSS RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH THIS SITE OR FROM LOSS OF DATA, PROFITS, USE, BUSINESS, BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, HOWEVER CAUSED. This limitation of liability will apply regardless of the form of action, whether in contract, tort (including negligence), strict liability, or otherwise.

ALTHOUGH THE SITE CONTAINS CERTAIN CONTENT RELATING TO LAWS AND REGULATIONS, SUCH CONTENT IS INTENDED TO BE A GENERAL INFORMATION RESOURCE AND REFERENCE TOOL, AND IS NOT AN EXHAUSTIVE OR DETAILED ACCOUNT OF ALL POTENTIALLY APPLICABLE LEGAL OR REGULATORY REQUIREMENTS, NOR SHOULD IT BE CONSTRUED AS SUCH. THE SITE SHOULD IN NO WAY BE CONSIDERED LEGAL ADVICE, INTERPRETATIVE COUNSEL OR OTHER PROFESSIONAL ADVICE. YOU ARE ENCOURAGED TO CONSULT WITH COUNSEL FOR LEGAL ADVICE REGARDING COMPLIANCE WITH ANY LAWS OR REGULATIONS DISCUSSED IN THE SITE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT (INCLUDING THE DATA USE TIER DISCLOSURE), THE UL COMPANIES DISCLAIM ANY RESPONSIBILITY RELATED TO A WERSCMART RECIPIENTS USE OR DISEMINATION OF YOUR INFORMATION IN VIOLATION OF ANY CONSENT PROVIDED BY A SUPPLIER THROUGH THE WERSCMART PLATFORM.

8. Use of Services.

You are authorized to use the Site for the purposes of accessing and using the Services. You agree to use the Site only for purposes that are lawful and permitted by the Terms. You specifically agree not to access (or attempt to access), or systematically retrieve data from, any part of the Site through any automated means (including use of scripts, bots or web crawlers). Gathering data from the Site through harvesting or automated means that are not enabled or approved through the Site itself is strictly prohibited. You agree that you will not engage in any activity that interferes with or disrupts the Site or interferes with any other party's use of the Site. You agree not to engage in any conduct in connection with your use of the Site that is anti-competitive, deceptive or otherwise in violation of any law including those governing competition or trade practices. You further agree not to tamper with the Site or its functionality. You shall not post or transmit any information, file or software that contains a virus, worm or any other potentially contaminating or destructive information, data or feature.

9. Modification of this Agreement.

Certain circumstances may require us to modify the Terms of this Agreement; for example to comply with changes in the law, to better protect the data you supply or more clearly describe our operations. At least 30 days before any such change becomes effective, we will notify you via e-mail, online posting or other means. Upon acceptance of this Agreement, its Terms shall apply to you and your WERCSmart account. If you do not agree to such changes, then you must stop using the Site before such changes become effective. Your continued use of the Site after the effective date of such changes constitutes your acceptance of and agreement to such changes.

10. Payment.

Applicable fees for Services are as disclosed on the Site and are required to be made through any third-party service provider with whom we have contracted. Prices for the Services exclude all applicable taxes and telecommunication charges. Such taxes and charges are your responsibility. Fees are nonrefundable other than as specifically provided for in Section 12 below. UL may change the pricing for Services upon 30 days' notice to you. Payment must be received by UL before any Service is performed.

11. UL Intellectual Property.

The Site, the systems and procedures contained therein and all intellectual property associated with the operation of the Portal are proprietary to the UL Companies or their licensors. Any such intellectual property is protected by copyright and other intellectual property laws and treaties. UL grants you a limited, revocable, non-exclusive and non-transferable license to use and display the content only on your computing device and only for those limited purposes associated with your interaction with the Site. Other than with respect to a SDS, you have no right to copy, download, display, perform, decompile, reverse engineer, reproduce, distribute, transmit, modify, create derivative works of, edit, alter or enhance any of the materials in any manner. You agree not to "link," "frame" or "mirror" the Site, or any content contained on or accessible from the Site, on or from any other server or device without the advanced written authorization of UL.

12. Termination.

Services will continue until terminated by either Party upon thirty (30) days' prior written notice to the other Party. In the event UL terminates for convenience, unused prepaid fees shall be refunded. In the event of your material breach of any service agreement with us or any other UL Company, we may immediately terminate any or all service agreements including this Agreement. Your failure or inability to pay your debts and obligations in the normal course of business as well as any filing of a petition in bankruptcy or any similar filing for protection from creditors will be a material breach by you of all service agreements with the UL Companies. Upon notice of termination of this Agreement, we will take immediate steps to bring the Services to a close in a prompt manner. Upon termination, we are entitled to reimbursement in full for all Services provided and any other sums due pursuant to this Agreement up to the effective date of termination, including any other direct costs and expenses incurred by us in connection with the termination.

Upon termination of this Agreement, we retain Your Information (which information shall remain subject to the confidentiality terms of this Agreement) for purposes of responding to claims with respect to information we provide to WERCSmart Recipients.

13. Trademarks and Representations.

Without the prior written consent of the appropriate UL Company and other than any logo appearing on a SDS generated through our Services, you are not authorized to utilize any trademark belonging to a UL Company. As indicated on the Site, the Services provide regulatory and, in some cases, sustainability data to WERCSmart Recipients. WERCSmart does not make an evaluation of the quality, efficacy, or reliability of your product. A WERCSmart assessment does not constitute any type of endorsement or rejection of your product. You are not authorized to make any representations contrary to the foregoing.

14. Choice of Law and Location for Resolving Disputes.

Claims for enforcement, breach or violation of duties or rights under this Agreement will be adjudicated under the laws of the State of New York, without reference to conflict of laws principles. You hereby irrevocably consent to the exclusive jurisdiction and venue of state or federal courts in Albany County, New York, USA in all disputes arising out of or relating to the use of the Services.

15. Statute of Limitations.

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Site or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

16. Subcontracting

You agree that we may subcontract this Service to any UL Company or other third parties subject to our requirements. We will provide as a term of any such subcontract that the subcontractor will meet our

current qualification requirements, including complying with the confidentiality requirements of this Agreement. UL will be responsible for any breach of this Agreement by its subcontractors.

17. Interpreting the Agreement; Assignment.

The failure of any UL Company to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. All provisions of this Agreement apply to the maximum extent permitted by applicable law. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement will continue in effect. UL may assign this Agreement, in whole or in part, at any time with or without notice to you. You may not assign this Agreement, or assign, transfer or sublicense any rights in the Service or your Billing Account. Except as expressly stated herein, this Agreement constitutes the entire agreement between you and UL with respect to the Services and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and UL with respect to the Services. The section titles in the Agreement are solely used for the convenience of the parties and have no legal or contractual significance. No text or information set forth on any other purchase order, preprinted form, document or other agreement not offered by UL pursuant to Section 10 hereof shall add to or vary the terms and conditions of this Agreement.

18. Special EU Disclosure.

If you have requested authoring of a Safety Data Sheet for use in the European Union, please note that in instances where no harmonized classification exists for a substance under the EU Classification and Labeling regulation, self-classification is mandated. Using existing publically available data, including any toxicology data, we determine a classification in accordance with the Classification, Labeling and Packaging Regulation [Regulation (EC) No. 1272/2008 of the European Parliament and of the Council of 16 December 2008] (the "CLP Regulation"). Please note that manufacturers and importers may have notification obligations. Please consult REACH Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006 to understand fully your obligations. WE ASSUME NEITHER RESPONSIBILITY FOR THIS CLASSIFICATION NOR FOR ANY REQUIRED SUBSTANCE NOTIFICATION TO THE EUROPEAN UNION CLASSIFICATION & LABELING INVENTORY MAINTAINED BY THE EUROPEAN CHEMICALS AGENCY (ECHA).

19. Electronic Signature.

This Agreement shall be executed and delivered by your electronic acceptance online, which constitutes your signature. UL's electronically or other properly stored copies of this Agreement, as signed by you shall be the true, complete, valid, authentic and enforceable copies of these documents, and you agree that you shall not contest the admissibility or enforceability of UL's copies of them in a court or any proceeding arising out of such documents. Further, by accepting this Agreement and clicking "I Agree", you acknowledge and agree that this is a legally binding electronic agreement which you fully understand the terms of and are authorized by your company or employer to enter into in connection with your use of the Site.

Data Use Tier Disclosure

Authorized Uses of Supplier's Data by WERCSmart Recipients

Section I. Supplier Consent

A. Mandatory Consent. Any registered WERCSmart supplier of a product (a "Direct Supplier") is deemed to consent to providing Tier 1 Data Use – Regulatory Support ("Tier 1 Consent") to any entity that sells, transports, stores or disposes of such Direct Supplier's product (each, a "WERCSmart Recipient"). The WERCSmart platform provides Direct Suppliers with a current list of all WERCSmart Recipients as well as product-level information about which specific Recipients are in receipt of Tier 1 data. Any registered supplier that provides components to a Direct Supplier (a "Third-Party Supplier") is also deemed to provide Tier 1 Consent to WERCSmart Recipients. Use of the term "Supplier(s)" shall mean both Direct Suppliers and Third-Party Suppliers.

B. Optional Consents. Beyond mandatory Tier 1 Consent, a Supplier can further opt-in to one or more of the additional Data Use Tiers that are described below in Section III (each, an "Optional Consent"). Such Optional Consents are not automatic and are limited to just those specific WERCSmart Recipient(s) designated by a Supplier (each, a "Designated Recipient"). Optional Consents are collected through the WERCSmart platform, which informs Suppliers about the Data Use Tiers that may be required or requested by different WERCSmart Recipients for specified product categories. In the event that a Supplier declines to consent to a Data Use Tier required or requested by a WERCSmart Recipient, the consequences of that choice will be solely determined by such WERCSmart Recipient, not UL. Data shall only be provided to Designated Recipient(s) as authorized by Supplier's Optional Consent(s).

Section II. Definitions of Types of Supplier Data

A. Required Ingredient Data. A Supplier must enter a product's full formulation into the WERCSmart platform to support Tier 1 Data Use as described below in Section III. A product's full formulation may be comprised of the following categories of ingredients:

1. "Unique Chemical(s)," specific chemicals that can be identified uniquely by a Standard Chemical Name or Standard Chemical Number as defined below,
 2. "Third Party Component(s)," a component comprised of one or more Unique Chemicals, the identity of which are separately provided to WERCSmart by a Third-Party Supplier, or
 3. "Generic Component(s)," a component comprised of one or more Unique Chemicals, the identity of which are not known to the Supplier and have not been disclosed to WERCSmart by another party.
- "Standard Chemical Name," is a chemical name defined by the International Union of Pure and Applied Chemistry or other canonical naming systems,
 - "Standard Chemical Number," is a numerical identifier assigned by the Chemical Abstract Service (a "CAS #"), or

- WERCSmart Name or Identifier for any Third-Party Component or Generic Component.

All ingredients so identified constitute a product's (or, as applicable, a Third-Party Component's) "Full Formulation Ingredient List."

C. Public Names for All Publicly Disclosed Ingredients in a Formulation. For each ingredient in a formulation, a Supplier may also be required by WERCSmart to provide one of the following:

1. Its "Public Name," defined as the name the Supplier uses to identify that ingredient on a product's label, website, or safety data sheet, or
2. An indication that the ingredient is not publicly disclosed.

Subject to legal requirements, a Supplier controls whether it discloses some or all ingredients on a product's Full Formulation Ingredient List to the public. The set of ingredients with Public Names constitutes a product's "Publicly Disclosed Ingredient List."

D. Public Data. "Public Data" are attributes of a product or a supplier that are publicly disclosed by a Supplier (or other sources not in violation of any confidentiality obligations to Supplier). These elements include:

1. Product identity information (e.g., name, brand, category, UPCs);
2. Other public product attribute data (e.g., size, weight, packaging);
3. Product safety documents (e.g., safety data sheets, product labels, shipping labels);
4. A product's Publicly Disclosed Ingredient List.

E. Confidential Data. "Confidential Data" are attributes of a product or a supplier that (i) have not been publicly disclosed by Supplier and (ii) are provided to WERCSmart under the protection of the confidentiality terms of the WERCSmart Terms of Use (which incorporates this document). These elements may only include:

1. The percent by weight of any ingredient in a product;
2. The chemical identity by Standard Chemical Name or Standard Chemical Number of each ingredient in a product's Full Formulation Ingredient List (unless that ingredient's Public Name resolves to a specific Unique Chemical);
3. The chemical identity by Standard Chemical Name or Standard Chemical Number of any ingredient in a product marked as a trade secret on the WERCSmart Product Formulation page;
4. The chemical identity by Standard Chemical Name or Standard Chemical Number of the ingredients of any Third-Party Component in a product (unless those ingredients are marked as publicly disclosed on the WERCSmart Component Formulation page by the Third-Party Supplier of the component);
5. The identity of any Third Party Supplier of any Third-Party Component in a product.

Section III. Data Use Tiers

Tier 1 Data Use – Regulatory Support

A. Definition. “Regulatory Support” is any evaluation of Supplier’s data that is required to assist any WERCSmart Recipient in complying with any statute or regulation applicable in the United States or other countries (including international laws and regulations), governing the sale, handling, transportation, storage or disposal of products containing chemicals. These evaluations are included in the “WERCSmart Results” which are provided to WERCSmart Recipients to support their regulatory compliance programs. WERCSmart Results are derived using both Public Data and Confidential Data submitted by a Direct Supplier (and its Third-Party Suppliers). WERCSmart Results also include the provision of product safety data sheets, whether authored by the Direct Supplier or by UL authoring services.

B. Disclosure of Confidential Data. All data elements defined as Confidential Data above will be treated as such and will not be provided to a WERCSmart Recipient, unless a local, state or federal statute or other applicable law requires that a specific element be treated as non-confidential.

Tier 2 Data Use – Chemical Program Support

A. In connection with Tier 2 Chemical Program Support as described in Section (B) below, a Supplier may opt to provide:

- Tier 2.1 Consent, which shall include Chemical Screen Results and Aggregate Chemical Usage Reports, and/or
- Tier 2.2 Consent, which shall include Chemical Identity of Publicly Disclosed Product Ingredient Lists & Transparency Ratios.

B. Definition. “Chemical Program Support” includes providing the following types of information to Designated Recipient(s) only, for product categories specified by a Recipient:

1. Publicly Disclosed Product Ingredient Lists. The Standard Chemical Names and Standard Chemical Numbers for each ingredient on a product’s Publicly Disclosed Ingredient List for each of a Supplier’s products that a Designated Recipient sells. These data do not include any of the following Confidential Data elements:

- a. The chemical identity of any ingredient marked as not publicly disclosed or as a trade secret on the WERCSmart Product Formulation page;
- b. The chemical identity of the ingredients of any Third-Party Component in a product (unless those ingredients are marked as publicly disclosed on the WERCSmart Component Formulation page by the Third-Party Supplier of the component); and
- c. The percent by weight of any ingredient in a product.

This information is used by a Designated Recipient to search its product portfolio for chemicals of interest. The Public Name of an ingredient is insufficient for this purpose, because a Public Name may be ambiguous and fail to resolve to a specific Unique Chemical. Standard Chemical Names and/or Standard Chemical Numbers are required because these chemical identifiers are used to define which ingredients are included in the various regulatory, scientific or trade association lists that Designated Recipients use to identify chemicals of interest. The Designated Recipient is not authorized to publicly disclose this additional chemical identity data.

2. Transparency Ratios for each of a Supplier's products that a Designated Recipient sells. The "Transparency Ratio" is the number of ingredients on a product's Publicly Disclosed Ingredient List divided by the number of ingredients on a product's Full Formulation Ingredient List. The ratios are used by a Designated Recipient to evaluate the visibility it has into the chemical composition of its product portfolio. The Designated Recipient is not authorized to publicly disclose product Transparency Ratios.

3. Chemical Screen Results. Product Chemical Screen results, where a product's Full Formulation Ingredient List is screened against a Designated Recipient's restricted substance list (a "Chemical Screen"). The Designated Recipient is provided with an indication of whether the product passes or fails the screen. The Standard Chemical Name or Standard Chemical Number of the specific ingredient(s) failing the Chemical Screen shall only be provided if that ingredient is listed on a product's Publicly Disclosed Ingredient List. Confidential Data may be used to derive Chemical Screen results (e.g., screen against a Full Formulation Ingredient List, or use percent formulation to demonstrate compliance with a restriction limit), provided there is no disclosure of any Confidential Data to the Designated Recipient. The Designated Recipient is not authorized to publicly disclose product-level results from its Chemical Screens.

4. Aggregate Chemical Usage Reports. "Aggregate Chemical Usage Reports" are reports which summarize the prevalence or volume of chemicals in a Designated Recipient's product portfolio. These reports track and characterize usage of chemicals to inform chemical policy development at the Designated Recipient. Confidential Data may be used to derive Aggregate Chemical Usage Reports (e.g., calculate prevalence of all chemicals on the Full Formulation Ingredient Lists of products in an assortment, or use percent formulation to calculate mass-weighted chemical usage), provided there is no disclosure of any Confidential Data to the Designated Recipient. The Designated Recipient is authorized to publicly disclose summary information from Aggregate Chemical Usage Reports, provided that such disclosure does not identify specific products or suppliers. If the Designated Recipient is reporting on the volume of chemicals in its assortment, for example, such results must be presented at the product category level, without identifying amounts per specific supplier or product.

C. Third Party Suppliers. All Third-Party Suppliers of components in a product shall separately provide Tier 2 Data Use Consent to the use of their Confidential Data for providing Chemical Program Support.

Tier 3 Data Use – Supplemental Reports (Internal Business Use Only)

A. Definition. “Supplemental Reports” include providing data needed for sustainability evaluations, product qualification and rating programs, assortment curation programs, and supplier qualification programs operated by a Designated Recipient in specified product categories.

1. Supplemental Reports will be derived using data submitted by a supplier as part of a supplier’s record, or as part of a product’s regulatory or supplemental record. Supplemental supplier and product records are populated from survey data, which may be collected from supplier via UL Supply Chain Network, WERCSmart, PurView, or as otherwise provided.

2. Confidential Data may be used to derive Supplemental Reports (e.g., as inputs for rules used to rate or qualify products), provided there is no disclosure of Confidential Data to the Designated Recipient. In limited cases, UL may designate specific data elements collected by a survey as confidential, and not disclose these elements to a Designated Recipient.

B. Third-Party Suppliers. In the event that the Confidential Data required to derive a Supplemental Report is controlled by a Third-Party Supplier, that party shall separately provide Tier 3 consent to the use of its Confidential Data for deriving Supplemental Reports.

Tier 4 Data Use – Public Disclosure Options

A. Definition of Public Disclosure Options: Suppliers may opt to authorize a Designated Recipient to publicly disclose one or more of the following types of data for its external business purposes, which may include consumer-facing marketing and product or supplier information programs:

1. Derived Results from Supplemental Reports (Tier 4.1). Derived Results include any qualification decisions or ratings the Designated Recipient derives based on the data in a regulatory or supplemental product record or in a supplier record. Qualification decisions are determinations that a supplier or product satisfies a set of criteria (e.g., a supplier exhibits a set of sustainability attributes, or a product does not contain certain types of chemicals). Ratings are scores assigned to a product or supplier based on an evaluative framework defined by a Designated Recipient. A Designated Recipient may publicly disclose information from Supplemental Reports only in a form that does not reveal the Confidential Data of any supplier. For example, a Designated Recipient may publish the results of a product qualification decision (e.g., the product meets a set of criteria), but it is prohibited from disclosing that a product exhibits a specific attribute that is Confidential Data.

2. Product Ingredient Lists (Tier 4.2). A Designated Recipient may utilize the Public Names on a product’s Publicly Disclosed Ingredient List to publish such list on its website.

3. Other Supplier-Provided Data (Tier 4.3). A Designated Recipient may publicly disclose any supplier-provided, non-confidential data elements from a product or supplier record. No Confidential Data elements may be publicly disclosed.