

## **CONFLICTS COMPLIANCE PRODUCT NOTES (VERSION 2.0)**

The terms contained in these Conflicts Compliance product notes (“**Product Notes**”) are incorporated into the Order Form for apply to the Service known as “Conflicts Compliance” in addition to the Master Terms, and the applicable Schedules.

### **1. DEFINITIONS**

- 1.1. In these Product Notes, the following capitalized terms have the following meanings:

“**Service**” means the Service known as “Conflicts Compliance”, which can be accessed in the following forms;

- Direct Brokerage Feeds
- Online Account Access
- Statement Capture

### **2. ADDITIONAL APPLICABLE TERMS AND CONDITIONS**

- 2.1. In relation to the Conflicts Compliance – Direct Brokerage Feeds Service only;

- 2.1.1. Client shall obtain and maintain all necessary licenses, approvals and consents for Refinitiv to receive and process details of the Users’ information, trades and holdings for the duration of the Order Form, and comply with any requirements or conditions (including but not limited to any reporting requirements and payment of fees). Client will provide Refinitiv with evidence that they have obtained any required licenses, approvals and consents, upon request at any time.

- 2.1.2. Client shall inform Users of the transfer of such information to Refinitiv.

- 2.1.3. Refinitiv makes no warranty, condition, guarantee, or representation, express or implied, with respect to the direct brokerage feeds, or the quality or accuracy of data captured therein, including any warranty of title, compliance with specification, satisfactory/merchantable quality, or fitness for general or particular purpose.

- 2.2. In relation to the Conflicts Compliance – Online Account Access Service only;

- 2.2.1. The online aggregation service is provided by the Third Party Provider ByAllAccounts, Inc. (“**BAA**”) on an “as is” where available.

- 2.2.2. Client shall obtain and maintain all necessary licenses, approvals and consents for BAA and Refinitiv to receive and process details of the Users’ information, trades and holdings via the BAA system for the duration of the Order Form, and comply with any requirements or conditions (including but not limited to any reporting requirements and payment of fees). Client will provide Refinitiv with evidence that they

have obtained any required licenses, approvals and consents, upon request at any time.

- 2.2.3. Refinitiv makes no warranty, condition, guarantee, or representation, express or implied, with respect to the online aggregation service provided by BAA, or the quality or accuracy of data captured therein, including any warranty of title, compliance with specification, satisfactory/merchantable quality, or fitness for general or particular purpose.

- 2.3. In relation to the Conflicts Compliance – Statement Capture Service only;

- 2.3.1. Client shall obtain and maintain all necessary licenses, approvals and consents for Refinitiv to receive and process details of the Users’ information, trades and holdings for the duration of this Order Form, and comply with any requirements or conditions (including but not limited to any reporting requirements and payment of fees). Client will provide Refinitiv with evidence that they have obtained any required licenses, approvals and consents, upon request at any time.

- 2.3.2. Client shall inform Users of the transfer of such information where required to do so by local law.

- 2.3.3. Refinitiv makes no warranty, condition, guarantee, or representation, express or implied, with respect to the quality or accuracy of data captured.