

The terms of this Schedule (the "**Screening Schedule**") apply in addition to the Master Terms to all Screening Content and Reports and Reports provided by Refinitiv to Client in connection with a Product or Service.

1. SCOPE

- 1.1. This Screening Schedule applies in connection with any Client subscription to Screening Content or the provision to Client of Report(s).

2. USAGE PERMISSIONS AND RESTRICTIONS

- 2.1. Subject to the terms of the Agreement, Refinitiv permits Client to access the Screening Content and Reports for the purpose of exercising the usage terms detailed in this Screening Schedule (in particular, Clause 2.2 of this Screening Schedule) or an Order Form. Without prejudice to Clause 2.2 of this Screening Schedule, each Screening Content User may:

- (a) view, use and copy (download and/or print) Screening Content or Reports solely for the Screening Purposes and not for any other purposes;
- (b) Distribute and Redistribute to Affiliates Insubstantial Portions of Screening Content or Reports in a Non-Systematic manner to the extent that this is reasonably necessary for the Screening Purposes;
- (c) Distribute Screening Content or Reports to other Screening Content Users who have a subscription from Refinitiv to view the same Screening Content or Report(s) to the extent that this is reasonably necessary for the Screening Purposes; and
- (d) Redistribute Screening Content or Reports to government and regulatory authorities solely to the extent specifically permitted by applicable law and requested by such government or regulatory authority for the purposes of investigating Client's compliance with laws and regulations.

- 2.2 Client shall use and shall ensure all Screening Content Users use the Screening Content and Reports solely for Screening Purposes (as defined below) and for no other purpose(s) (including any external commercial purposes). Without prejudice to any other provision of this Agreement, each Screening Content User is prohibited from allowing any other person to access the Screening Content for any purpose, including for the purpose of exercising any of the usage rights granted to Client under the terms of this Agreement.

- 2.3 Where Client has purchased datafile, datafeed, or API access to any Screening Content and wishes to engage a third party Filter Provider to provide any software which is intended to ingest such Screening Content in order to enable Matches against the Screening Content to be highlighted (the "**Filter Provider Service**"), Client shall be entitled to permit the relevant Filter Provider to access Screening Content via the datafile, datafeed, or API solely to the extent necessary for the Filter Provider Services and provided that (i) such Filter Provider shall be deemed to be a sub-contractor of Client in relation to its use of the datafile, datafeed, or API and (ii) Client shall ensure it has a written contract with such Filter

Provider that imposes obligations on the Filter Provider equivalent to those imposed on Client in this Agreement (the "**Filter Provider Contract**"). Client shall also ensure that the Filter Provider complies with those obligations and shall be liable to Refinitiv for all claims, demands, expenses, costs, losses and damages of whatsoever nature incurred by Refinitiv arising out of or in connection with any breach by Filter Provider of its obligations under the Filter Provider Contract. Client will also provide Refinitiv with a copy of the Filter Provider Contract when requested in writing by Refinitiv.

- 2.4 If Client wishes to engage a third party service provider to access and use the Screening Content for the Screening Purposes on behalf of Client (a "**Screening Service Provider**"), Client may, with prior written permission from Refinitiv, appoint a Screening Service Provider as a Screening Content User provided that: (a) Client shall ensure that it has a written contract with the Screening Service Provider that imposes obligations on the Screening Service Provider equivalent to those imposed on Client in this Agreement ("**Screening Service Provider Contract**"); and (b) the appointment of the Screening Service Provider as one or more of the Screening Content Users does not result in the aggregate use of Screening Content by Client and the Screening Service Provider exceeding the limit on Client's number of Screening Content Users as set out in the Order Form. Client shall also ensure that the Screening Service Provider complies with the Screening Service Provider Contract and shall be liable to Refinitiv for all claims, demands, expenses, costs, losses and damages of whatsoever nature incurred by Refinitiv arising out of or in connection with any breach by the Screening Service Provider of its obligations under that contract. Client will also provide Refinitiv with a copy of the Screening Provider Contract when requested in writing by Refinitiv. For the avoidance of doubt, the obligation to seek Refinitiv's permission to engage a Screening Service Provider for the purposes set out in this clause will not apply if Client purchases datafile, datafeed, or API access to any Screening Content.

- 2.5 Refinitiv shall have no responsibility or liability for any software or other products or services provided to Client by any Filter Provider or Screening Service Provider.

- 2.6 In relation to Reports, Client may order any number of the type of Reports identified in an Order Form for Reports and the provision of each such Report shall be subject to the terms of the Agreement (whether such orders are placed in writing (including email), by using Refinitiv's online ordering system or orally, as recorded in writing by Refinitiv.

3. USE OF PII

- 3.1. The data controller of PII within the Screening Content and Reports is the legal entity identified in the product information supplied by Refinitiv. Client is the data

controller of any PII that it records using the Screening Content and/or the Reports (whether or not Client chooses to have such PII hosted on its behalf by Refinitiv) and Client's processing of PII for these purposes is separate and distinct from Refinitiv's processing of the PII as data controller for the purposes of maintaining the Screening Content and creating the Reports. Refinitiv and the Client are neither joint controllers nor controllers in common. The parties shall at all times process the PII within the Screening Content and Reports in accordance with applicable laws and regulations governing the processing of such PII.

- 3.2. Prior to requesting a Report or screening an individual using the Screening Content, Client will draw to the attention of each Report Subject and relevant individual Refinitiv's privacy statement for the relevant Service.
- 3.3. The parties shall use reasonable efforts to assist one another in relation to the investigation and remedy of any claim, allegation, action, suit, proceeding or litigation with respect to alleged unauthorized access, use, processing or disclosure of PII within the Screening Content and Reports.
- 3.4. Each party will maintain, and will require all third party data processors each such party engages to maintain, appropriate physical, technical and organizational measures to protect the PII within the Screening Content and Reports against accidental, unauthorized or unlawful destruction, loss, alteration, disclosure or access. Client shall take the measures set out in this Agreement to secure, and to confirm its use and protection of PII within Screening Content and Reports. Client shall use all reasonable endeavours not to use the PII with the Screening Content and Reports in such a way as to knowingly or negligently cause Refinitiv to breach its obligations under the data protection and privacy laws binding on Refinitiv.
- 3.5. Client will on request by Refinitiv complete any privacy assurance communicated to Client by Refinitiv promptly, honestly and in good faith, and provide Refinitiv with any further information and/or confirmations it may reasonably request in order to confirm that Client is using Screening Content in accordance with this Agreement.
- 3.6. Where Client has purchased datafile, datafeed, or API access to any Screening Content, Client agrees to include in the Screening Content made available to Screening Content Users any legal notices, disclaimers or other information supplied by Refinitiv and to comply with any reasonable instructions from Refinitiv in relation to the content, display or inclusion of such legal notices or disclaimers or other information.
- 3.7. In order to comply with Data Protection Legislation, Refinitiv may provide updates to the Screening Content. If Client holds copies of the Screening Content (i.e. the datafile), Client agrees to implement such updates (including deletions) promptly after receipt.
- 3.8. Without prejudice to Clause 2.2 of this Screening Schedule, Refinitiv is not a consumer reporting agency, and Client certifies that it will not use any Screening Content or Reports (nor any PII contained therein): (i) as a factor in establishing a consumer's

eligibility for credit or insurance to be used primarily for personal, family, or household purposes; (ii) for employment purposes; or (iii) for any other purpose regulated under the Fair Credit Reporting Act (15 U.S.C.A. § 1681b).

- 3.9. Refinitiv may (at its discretion) make available from time to time product information which provides further information on the Screening Content, Report(s) and/or Service(s). Without prejudice to any other terms of the Agreement (including this Screening Schedule), Client shall bring such product information to the attention of its personnel and Affiliates that may use the Services and shall comply with the reasonable instructions of Refinitiv set out in such product information.

4. DISCLAIMERS

4.1. Client accepts that:

- 4.1.1. the Screening Content cannot be an exhaustive source of information and Client should not rely solely upon the Screening Content and/or Reports when making any decision to deal with any person or entity and that before making any such decision Client should make independent checks of such person or entity to supplement and verify the information contained in the Screening Content and/or Reports and their resulting suitability as a commercial counterparty;
- 4.1.2. Refinitiv provides Screening Content and/or Reports without giving any opinion or recommendation about any individual or entity named in them;
- 4.1.3. Refinitiv may include information in Screening Content and/or a Reports that relates to an entity or individual that bears the same name as other unconnected persons;
- 4.1.4. if the Screening Content and/or Reports contains negative allegations about any person or entity, it should be assumed that such allegations are denied by them;
- 4.1.5. information provided by Refinitiv in the Screening Content and/or Reports is necessarily in summary form and should be read and used by Client in context of the full details available in the underlying sources included in the Screening Content and/or Reports.

4.2. Client acknowledges that:

- 4.2.1. the inclusion or exclusion of any person or entity in or from the Screening Content and/or Reports should not solely be taken to draw any particular inference (negative or otherwise) about that person or entity including as the result of the linking of that person or entity to any other person or entity identified in the Screening Content and/or Reports. Client should not assume that any person or entity identified in the Screening Content and/or Reports has breached any law or sanction, and the parties agree that Refinitiv is not in a position to make such determinations. Refinitiv has no responsibility for the Information provided by third party databases or extracts. The Screening Content or a Report may include or mention the following without limitation:
 - 4.2.1.1. The "Iran Economic Interest" or "IEI" database, which contains content on persons or entities that have been reported in the

- public domain as having some direct or indirect economic interest in Iran or with Iran or a person connected to Iran;
- 4.2.1.2. The US SAM Exclusions Extract, which contains information on individuals and entities that are restricted or prohibited from engaging in contracts with the US Federal Government, as determined by the US Government in accordance with their own criteria and guidelines; and
 - 4.2.1.3. Country-Check Ranks and Country-Check Reports which are provided as a guide to assist Client with Client's own determination of jurisdictional risk in relation to the country in question. Any risk rankings and bandings generated using the Country-Check predefined or default weight sets represent Refinitiv's assessment of risk associated with that country based on available public domain information (which may be inaccurate), an underlying algorithm and Refinitiv's perception of risk and may not be appropriate for Client's use. Client must satisfy itself that Client understands Refinitiv's default settings and risk criteria and that they are appropriate and applicable for Client's level of risk appetite. Country-Check Ranks and Country-Check Reports do not in any way seek to assign a level of risk to individuals identified in Screening Content or Reports and Client must not use the Country-Check Ranks and Country-Check Reports in order to do this;
 - 4.2.2. many persons are included in the Screening Content or mentioned in a Report solely because they hold or held prominent political or other positions or are connected to such individuals and no particular inference (negative or otherwise) should be drawn about such persons based on any such position or connection;
 - 4.2.3. while significant time and effort is invested by Refinitiv to ensure that the Screening Content is kept up to date and that the Reports are up to date when they are provided to Client, Refinitiv cannot guarantee that information contained in them will remain up-to-date or will always be free of error;
 - 4.2.4. Refinitiv makes no warranty or representation about, and disclaims all liability for, the accuracy, completeness or currency of any Third Party Provider's Information;
 - 4.2.5. Client must make its own assessment of the relevance and applicability of any PEP Sub-Classification contained in the Screening Content and/or Reports.
 - 4.3. Where Refinitiv provides Reports, Client acknowledges that:
 - 4.3.1. media research will be conducted using news aggregators chosen in the discretion of Refinitiv. An internet search engine will be used for all other internet research and only the first 50 results will be retrieved and if appropriate included in a Report;
 - 4.3.2. due to the purpose of the Reports, Refinitiv will generally search only for information on Report Subjects that is likely to be relevant to the Screening

Purposes. As a result, the Report may not include information on positive actions, attributes, achievements or relationships relevant to the Report Subject.

- 4.3.3. the Order Form will indicate whether Client has asked Refinitiv to use Restricted Media Sources or All Media Sources in its research and whether Client has asked Refinitiv to gather Business Intelligence. All Media Sources includes information collected from blogs, chat rooms and online forums. Refinitiv seeks to ensure the accuracy and relevance of the Screening Content but given the nature of certain sources of such information, particular caution should be exercised when reviewing it. Refinitiv uses reasonable efforts to identify credible sources of Business Intelligence but the accuracy and/or relevance of the information provided by such sources may not be accepted by Report Subjects, and particular care should be taken when relying on all such information;
- 4.3.4. Refinitiv may include any information contained in any Report that Refinitiv prepares for Client in Refinitiv's own database(s) of risk information and/or in any of Refinitiv's other services. Refinitiv confirms that it shall never publish or reproduce in such database(s) or services any information pertaining to the names of Client's own customers, suppliers or other counterparties that it may come to learn of during Refinitiv's provision of Reports to Client under the Agreement.
- 4.4. Refinitiv reserves the right to decline any request for a Report after the signature of the applicable Order Form if it is in Refinitiv's opinion necessary to do so for Refinitiv's legal or regulatory compliance or internal policy reasons. In such event: (a) Refinitiv shall notify Client as soon as reasonably possible of the decision to decline the Report order; (b) the Agreement for the provision of such Report as set out in the applicable Order Form shall terminate immediately upon the date of the notice, without any liability on Refinitiv to provide the Report; and (c) Refinitiv shall refund Client any sums paid in advance for the applicable Report.

5. PRIORITIES

- 5.1. In the event of any conflict between:
 - 5.1.1. the Order Form for screening Services and this Screening Schedule, the Order Form shall prevail;
 - 5.1.2. the Master Terms and this Screening Schedule, this Screening Schedule shall prevail; and
 - 5.1.3. a Schedule to the Master Terms and this Screening Schedule, this Screening Schedule shall prevail.

6. DEFINITIONS

6.1. Interpretation

Capitalised terms used but not defined in this Screening Schedule shall have the meaning given to them in the Master Terms.

6.2. Definitions

"All Media Sources" means Restricted Media Sources and all other public domain media sources (including blogs, chat rooms and online forums) in which Refinitiv is able to find relevant information about a Report Subject;

"Business Intelligence" means non public domain, background information and opinions about a Report Subject obtained from third party sources chosen by Refinitiv;

"Country-Check" or **"Country Risk Ranking"** means Refinitiv's Country-Check master jurisdictional risk index;

"Country-Check Rank" or **"Country Risk Rank"** means the jurisdictional risk ranking allocated by Country-Check to the countries (if any) specified in the Country and Location(s) fields of a profile in the "World-Check" Screening Content;

"Country-Check Report" or **"Country Risk Ranking Report"** means a country risk ranking report generated using Country-Check;

"Distribute" to send within the Site and to Recipient Locations;

"Filter Provider" means any third party providing software or other such solution to Client for use in conjunction with the datafile, datafeed, or API access to the Screening Content. Any reference to a "Filter Partner" on any Order Form or other document under the Agreement shall be deemed to be a reference to a "Filter Provider" for the purposes of this Screening Schedule;

"Insubstantial Portions" means limited extracts which: (a) have no independent commercial value; and (b) could not be used as a substitute for any service (or a substantial part of it) provided by Refinitiv, its Affiliates or its Third Party Providers;

"Matches" means where the raw data in the applicable Screening Content is screened in any third party solution against Client's data in order to highlight only whether any matches exist;

"Non-Systematic" use on an infrequent basis and not automatically generated by machine or regularly created by individual;

"PEP Sub-Classification" means the allocation to a person or entity profiled as a Political Person or "Politically Exposed Person" (PEP) of a further sub-category to identify the nature of the office currently or previously held by them or the nature of their relationship to a current or previous office holder;

"PII" means any data relating to an identified individual, and any data from which an individual can be identified directly or indirectly (whether by reference to an identifier or other data or otherwise);

"Recipient Location" means any of Client's offices (other than a Site), or any of Client's Subsidiary's offices, in each case, which receive Information from a Site;

"Redistribute" to send outside the Site or any Recipient Location in the ordinary course of Client's business;

"Report(s)" means the type of enhanced due diligence or "EDD" report(s) specified in the Order Form and shall include all drafts, versions, modifications, print-outs, copies or other derivatives of them but shall exclude any information and/or documentation provided by Client;

"Report Subject" means the person or entity about whom a Report is written or to which it refers;

"Restricted Media Sources" means such public domain media sources as are available through a reputable news aggregator chosen by Refinitiv and in which it is able to find relevant information about the Report Subject;

"Screening Purposes" use of the Screening Content and/or Reports by Client (including Screening Content Users) as part of its own internal compliance processes (as opposed to use for any external commercial purposes) to conduct due diligence and other screening activities that are necessary for reasons of substantial public interest on the basis of, or as authorized by applicable law, including any applicable EU law.

"Screening Content" means the content contained in the: (i) "World-Check"; (ii) "Country-Check" or "Country Risk Rank"; (iii) "Iran Economic Interest"; (iv) "Sanctions & Enforcements"; (v) "Media Search", "Media Check" and "News Check"; and (vi) "Vessels", databases or functions that is made available by Refinitiv to the Client (including via a datafile, database, or API) and contained in any Service which is indicated on an Order Form as a "screening" Service or referenced as falling within a "Screening" Business Activity;

"Screening Content User" means (a) each individual employed by Client or contractor acting under Client's direction in the ordinary course of Client's business in each case authorized or allowed by Refinitiv to access and use Screening Content in accordance with the terms of this Agreement (b) where Client purchases datafile, datafeed, or API access to Screening Content each individual employed by Client, or contractor acting under Client's direction in the ordinary course of Client's business as permissioned by Client to access and use any Screening Content in accordance with the terms of this Agreement

Site - means any location of Client to which Refinitiv supplies access to the Services directly, as specified on an Order Form;

"US SAM Exclusions Extract" means the US System for Award Management Exclusions Extract data that may be included in any Screening Content.