**PRIVACY EXHIBIT TO PURCHASE ORDER TERMS AND CONDITIONS (“PO”)**

1. **Scope of Applicability.** The Privacy Exhibit (“Exhibit”) is applicable for Products or Services where a Seller is processing Refinitiv Data provided by or on behalf of Refinitiv. The PO governs this Exhibit; where this Exhibit conflicts with the PO, the Exhibit governs.

2. **Definitions.** “BCR” means the binding corporate rules to which the Seller and its Affiliates may be party to, and which are both internally and externally binding for the benefit of data subjects, and have been approved by all relevant regulatory. “Data Protection Laws” mean all applicable laws, standards and regulations governing the processing of Personal Information, as may be amended or enacted from time to time. “Personal Information” means any information relating to an identified or identifiable natural person; an identifiable person is one who can be identified, directly or indirectly, “Prohibitions” means any operation or set of operations performed upon Refinitiv Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction. “Sensitive Personal Information” means any Personal Information that requires additional protection under applicable Data Protection Laws as a result of its sensitive nature, including, without limitation, information concerning an individual’s racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, physical or mental health, sex life or orientation, criminal records, financial account numbers, account passwords or other access codes, medical records, biometrics (to the extent strictly necessary to perform its obligations under this Exhibit), or any other category of data defined in applicable data protection laws. “Refinitiv Data” means all electronic data or information submitted or made available by Refinitiv, its agents, customers, suppliers, contractors, and/or subcontractors to Seller; Refinitiv Data includes Personal Information and Sensitive Personal Information.

3. **Data Security.** Unless otherwise agreed by Refinitiv and Seller, all Refinitiv Data is and shall remain the exclusive property of Refinitiv. Seller shall collect, use, access, maintain, and disclose or share Refinitiv Data only for the benefit of Refinitiv, and only to the extent strictly necessary to perform its obligations under this Exhibit or PO, and as otherwise required by law and only in accordance with documented instructions contained in this Exhibit or received from Refinitiv from time to time in writing. Seller may not otherwise use or modify the Refinitiv Data, merge it with other data, commercially exploit it, disclose it, transfer it across international borders or do any other thing that may in any manner adversely affect the integrity, security or confidentiality of such Refinitiv Data, other than as expressly specified herein or as directed by Refinitiv in writing. Furthermore, Seller shall not maintain a copy of any Refinitiv Data, and shall not otherwise remove or duplicate any Refinitiv Data hereunder except as allowed under this Exhibit, the PO, or by the express written permission of Refinitiv. Upon the PO termination, Seller shall return any Refinitiv Data under Seller’s care to the control of Refinitiv or, if authorized and provided with a written certification of such, shall discard, destroy, and otherwise dispose of Refinitiv Data, making such data unrecoverable, in a secure manner to prevent unauthorized handling of the Refinitiv Data consistent with Refinitiv policies, applicable industry standards and/or applicable law. Seller may retain a copy of Refinitiv Data only to the extent it is obliged to so by Data Protection Laws. In addition, in so far as Seller Processes any Refinitiv Data on behalf of Refinitiv, Seller shall implement and maintain current and appropriate technical and organizational measures to protect the Refinitiv Data against accidental, unauthorized or unlawful processing and against accidental loss, destruction, damage, alteration, disclosure or access. Seller shall (i) notify Refinitiv promptly of any such breach of confidentiality, (ii) assist Refinitiv in bringing an action against the party responsible for the breach, (iii) cooperate with the investigation of the breach by Refinitiv, and (iv) inform Refinitiv in its opinion, Refinitiv instructions would be in breach of Data Protection Laws; (v) provide reasonable assistance to Refinitiv to allow it to conduct privacy impact assessments and to respond to requests from individuals exercising their rights under Data Protection Laws; and (vi) on request from Refinitiv, provide evidence of its and its subcontractors’ compliance with the provisions of this Exhibit.

4. **Seller Data Privacy.** Seller shall: (i) not process Personal Information for purposes other than the PO purposes unless required by Data Protection Laws or (in the case of Personal Information originating solely from outside of the European Union, unless required by the laws of the country from which the relevant Personal Information originated). Where any such requirement is placed on Seller, it shall provide prior notice to Refinitiv unless the relevant law prohibits the giving of notice on important grounds of public interest; (ii) not allow Personal Information to be taken from Seller premises, copied, or downloaded unless approved by Refinitiv in writing and only when required to meet Seller’s obligations set forth in the PO; (iii) assist Refinitiv to comply with its own data security obligations under Data Protection Laws; (iv) use pseudonymization and encryption of Refinitiv Personal information, where appropriate; (v) inform Refinitiv if, in its opinion, Refinitiv instructions would be in

5. **Audit Rights.** Seller shall facilitate and respond to issues related to the Security of the Refinitiv Data only to the extent strictly necessary to perform its obligations under this Exhibit or PO; (ii) any breach of this Exhibit; or (iii) any unusual activity that represents an actual or potential security threat or security breach on devices or systems hosting Refinitiv Data or otherwise being used to deliver services. If any of the foregoing events occur, Seller shall conduct a thorough investigation of such incident, document the steps for any needed remediation, provide the results of its analysis to Refinitiv promptly following the investigation, and implement the needed remediation on the timescales specified by Refinitiv: Seller shall assign one or more Seller personnel, and communicate to Refinitiv the name(s) of such Seller personnel, to manage security breach communications. In the event of a breach, such Seller personnel will be available to Refinitiv 24 hours a day, 365 days a year, to facilitate and respond to issues related to any breach. Seller shall bear all costs that Refinitiv incurs related to a security breach or data protection incident arising from or related to Seller’s breach of its obligations under the PO and this Exhibit, including without limitation: costs to conduct an investigation, cost to notify consumers and others required by law or Refinitiv policy, and all fines and penalties.

6. **Non-EU or Non-EEA Personal Information.** Where Personal Information is located in a non-EU or non-EEA country or territory that has not enacted Data Protection Law(s) restricting transfers of or access to Personal Information, Seller shall cooperate with Refinitiv to execute any agreements and to implement all processes and measures that Refinitiv deems appropriate to comply with such country’s Data Protection Law(s).

7. **Opt-In Consent.** Where applicable to the services provided, Seller shall ensure that, in accordance with applicable law and/or Refinitiv policies and procedures, all Personal Information Processed on behalf of Refinitiv by Seller shall originate from individuals and entities (including, without limitation, contractors) who Seller has properly notified and who have provided appropriate consent to the collection, access, use, maintenance and/or disclosure of the Personal Information. Unless otherwise agreed in writing by Refinitiv and Seller, the appropriate type of consent shall be express (“opt-in”) consent.

8. **General Compliance.** The parties shall comply with all laws and regulations applicable to the services provided by the seller to Refinitiv under this Agreement (“Data Protection Laws”).

9. **Audit Rights.** Seller shall, at Refinitiv’s request, permit Refinitiv or its external auditors, and regulators of Refinitiv or its customers, (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit Seller’s data processing activities and those of Seller’s agents, affiliates and sub-processors, to verify that Seller is in compliance with its obligations under this Exhibit. The following provisions additionally apply to audits: (a) Except in the case of urgency (including in the event of a request from a regulator, or an actual or suspected security breach, data loss or misappropriation of Refinitiv Data) and unless it would seriously hamper the purpose of the audit, Refinitiv shall use reasonable endeavors to give Seller at least five business days’ notice of when the audit will be conducted and an estimate of the audit’s duration;(b) Seller shall provide all reasonable assistance to, and co-operate with, the auditor. Seller shall provide access to premises, personnel and relevant systems, and copies of any relevant information; (c) Each party shall bear their own costs of audit, except where the auditor finds that Seller has materially breached this Exhibit, in which case Seller shall bear all costs of the audit; and (d) if the audit reveals material non-compliance with this Exhibit, Refinitiv may exercise its termination rights underneath the PO.