



Third-Party Due Diligence Supplemental Terms

Last Updated: February 1, 2023

CUSTOMER NOTE: THESE SUPPLEMENTAL TERMS ENABLE ONETRUST TO PROVIDE CUSTOMER WITH ACCESS TO A DATABASE OF INFORMATION OBTAINED THROUGH DOW JONES. ONETRUST DOES NOT ITSELF CONTROL OR MAINTAIN THE DOW JONES DATABASE, THEREFORE, THIS SUPPLEMENT REFLECTS THE NON-NEGOTIABLE TERMS THAT DOW JONES REQUIRES ONETRUST TO AGREE OR PASS THROUGH TO ITS CUSTOMERS.

These Third-Party Due Diligence (“**TPDD**”) Supplemental Terms (“**Supplemental Terms**”), effective as of the date of execution of the Order Form by and between the Customer identified on the Order Form (“**Customer**” or “**you**”) and the OneTrust entity identified on the Order Form (“**OneTrust**”), are legally binding terms governing Customer’s use of the TPDD Services (defined below) set forth in an Order Form.

These Supplemental Terms amend the Agreement and form an integral part of Agreement. Capitalized terms used but not defined in these Supplemental Terms have the meanings given to them in the Agreement.

If you enter into these Supplemental Terms on behalf of a company or other legal entity including any Affiliates, you represent that you have the authority to bind such entity and Affiliates. If you do not have such authority, you, the Customer, and its Affiliates have no right to use the TPDD Services.

1. Definitions.

The following definitions supplement and/or replace the definitions and/or any substantially similar definitions in the Agreement. To the extent there is a conflict or inconsistency between the definitions in the Agreement and in these Supplemental Terms, the definitions in these Supplemental Terms shall prevail to the extent of any such conflict or inconsistency solely with respect to any applicable TPDD Services set forth in an Order Form.

“**Agreement**” the: (a) OneTrust Master Terms of Service at <https://cdn.onetrust.com/legal/OneTrustMasterTerms.pdf> (“**Master Terms**”) together with any Order Forms and other documents incorporated by reference into the Terms; or (b) the preexisting signed agreement that formed the basis of the commercial transaction between Customer and OneTrust.

“**DJ Information**” the (a) risk and compliance data provided by Dow Jones, including, adverse media entities and watchlist data such as politically exposed persons, relatives and close associates, and sanctions control and ownership, (b) any risk score/rating generated based on the DJ Information, and (c) indexing codes and CUSIP data delivered with DJ Information.

“**DJ Permitted User**” an individual authorized by Customer to access and use DJ Information, who is either: (a) an individual employee of Customer, or (b) an individual performing the functions of an employee on a temporary basis, independent contractor, or consultant, in each case who is performing work solely for Customer.

“**Dow Jones**” Factiva, Inc., Dow Jones & Company, Inc. and each of their Affiliates.

“**Screen**” the name of an individual or legal, corporate, or government entity.



“**Screen Limit**” the maximum number of Screens that can be run by Customer against DJ Information per subscription term.

“**TPDD Services**” Third-Party Due Diligence Services and any related purchases (including purchases of additional Screens) where such Services are set forth in the Order Form.

2. Use of the DJ Information.

- 2.1. **DJ Permitted Users.** Customer shall only make DJ Information available to DJ Permitted Users. Customer is responsible for DJ Permitted Users' use of DJ Information and compliance with the Supplemental Terms.
- 2.2. **Screens.** The Screen Limit that Customer is permitted to run shall be set forth on the Order Form. If the Screen Limit is exceeded, then Customer shall pay OneTrust the then-current fees to add additional Screens such that the Screen Limit is not exceeded. In no event shall the Screen Limit exceed 1,000,000 Names per 12-month subscription. If the Screen Limit is not set forth on the Order Form, then the following Screen Limits shall apply: (a) for Standard Edition, 1,000 Screens; (b) for Advanced Edition, 5,000 Screens; and (c) for Enterprise Edition, 10,000 Screens.
- 2.3. **Restrictions.** Customer shall not and shall not permit any third party to: (a) reproduce, distribute, display, translate, sell, publish, broadcast, or circulate any DJ Information to any third party (other than DJ Permitted Users) including to other individuals in the Customer's or its Affiliate's organization, or make DJ Information available for any such use; (b) redistribute, publish or use any DJ Information or any derived content in any commercial news or information service; (c) use DJ Information in conjunction with: (i) any data mining or text mining software, or automated trend analysis application (without limiting the foregoing, the Customer and its DJ Permitted Users shall not use DJ Information for the development, testing, or use of algorithmic or automated trading or analysis applications or in algorithmic or automated trading or analysis applications); or (ii) systems or applications that enable any program that integrates news with customer relationship management, order management, trading, portfolio management tools or systems, mid- or back-office applications, or real-time payment screening applications and/or services; (d) store in electronic form any shared library or archive of DJ Information separate from the systems used for the delivery of DJ Information; (e) distribute or display any DJ Information as part of or via any “**cobranded**,” “**white-labelled**,” “**private label**” or “**framed**” web sites or services, feeds, or any application programming interface or application program; (f) distribute or display any DJ Information in open access; and (g) edit, modify, reverse-engineer or disassemble any part of DJ Information nor use DJ Information to create derivative works.

3. Compliance with Applicable Laws.

- 3.1. Customer shall use DJ Information in accordance with applicable laws, regulations, rulings, and this Agreement. Notwithstanding anything to the contrary in the Agreement, Customer shall not use DJ Information other than for the following purposes: (a) performing customer or counterparty due diligence and other screening and risk management activities to comply with legal or regulatory obligations to which Customer is subject, and (b) performing a statutory role as a governmental organization.
- 3.2. Customer acknowledges that neither Dow Jones nor OneTrust is a "consumer reporting agency" and that DJ Information does not constitute a "consumer report" or "investigative consumer report" as such terms are defined in the Fair Credit Reporting Act, 15 U.S.C. §1681, et seq. (the “**FCRA**”), or applicable state and national fair credit reporting laws. Customer represents and warrants that it will



not use DJ Information for any “permissible purpose” under the FCRA or applicable state or national fair credit reporting laws. Further, Customer represents and warrants that it will not use or allow the use of DJ Information: (a) in connection with a credit transaction involving the consumer to whom the data relates and involving the extension of credit to, or review or collection of an account of, the consumer; (b) in connection with the underwriting of insurance involving the consumer; or (c) for the purpose of evaluating a consumer for employment, promotion, reassignment or retention as an employee.

- 3.3. Customer represents and warrants that neither Customer nor any DJ Permitted Users is listed as a specially designated national or blocked person by OFAC. Customer shall comply with any United States or other country export regulations that DJ Information may be subject to. Customer warrants that it is not subject to any restriction on delivery of DJ Information to Customer.

4. Indemnity.

Customer shall indemnify and hold harmless OneTrust, its affiliates and their respective officers, directors, employees, representatives, agents, successors and assigns from and against any and all claims, costs (including legal fees), expenses, damages, losses, liabilities, penalties, fines, disgorgement orders, judgments, settlements, and awards, including reasonable attorneys’ fees and expenses arising from any governmental investigation and/or any third party civil, legislative, administrative, regulatory or criminal proceedings arising from, related to or in connection with: (a) any act or omission by Customer or anyone acting on its behalf; or (b) any breach by Customer or anyone acting on its behalf of any representation, warranty, covenant or agreement contained this Agreement. Notwithstanding anything to the contrary in the Agreement, this Section 4 shall not be subject to any limitations or exclusions of liability contained in the Agreement.

5. Intellectual Property.

DJ Information is owned by Dow Jones, its Affiliates, OneTrust, or a third party, and are protected by copyrights, database rights, trademarks and/or patents owned by the relevant party. No proprietary rights are being transferred with respect to the DJ Information. Except as expressly set forth herein, OneTrust does not grant Customer any right or license to (a) any trade names, trademarks (including, without limitation, logos and brand names) or service marks used in connection with DJ Information, including, without limitation, “Factiva”, “Dow Jones” or “The Wall Street Journal”, or (b) any trade secrets, patents, copyrights, trademarks, know-how, as well as moral rights and similar rights of any type under the laws of any governmental authority, domestic or foreign containing the DJ Information or any translations or other derivative works, symbols, designs and domain names incorporating or generated from the DJ Information.

6. Limitation of Compliance; No Legal Advice.

DJ Information is provided on an “as is” and “as available” basis. OneTrust disclaims and excludes all warranties, conditions, representations, or other terms of any kind, whether express or implied, in respect of the DJ Information and will not be liable for any errors or omissions therein, or for any loss or damage, whether direct or indirect, resulting therefrom. OneTrust does not warrant, and shall not be liable to Customer or to any third party for, the accuracy, timeliness, completeness, adequacy, merchantability or fitness for a particular purpose of DJ Information. In particular, but without limitation, Customer acknowledges and agrees that none of the DJ Information, any part of it and its provision constitutes any form of advice (investment, tax, or legal), recommendation, representation, endorsement, or arrangement, and none of the same should be relied upon by any person for any reason, including, without limitation, in connection with any investment decision.



7. Data Protection.

- 7.1. **Special Categories of Data and Criminal Data.** DJ Information involves the processing of personal data, which may include special categories of data and criminal data. Customer acknowledges that depending on the countries in which it, its Affiliates, and their DJ Permitted Users are established and are using DJ Information, the laws of such country or countries may apply. Customer further acknowledges that in some jurisdictions, the legal bases for processing special categories of data and criminal data may be limited to performing due diligence and other screening activities in order to comply with legal or regulatory obligations of Customer, its Affiliates, and their DJ Permitted Users. In those cases, Customer shall ensure that the processing of DJ Information is limited to only those purposes authorized under applicable law.
- 7.2. **Accuracy of DJ Information.** While Dow Jones will use its reasonable efforts to ensure that DJ Information is complete, OneTrust does not warrant (and Dow Jones does not warrant) that DJ Information includes a complete or accurate archive of every public figure or their associates, company, or news events in each country. OneTrust does not (and Dow Jones does not) imply any negative inferences about data subjects or entities referred to within DJ Information merely due to their inclusion within DJ Information.
- 7.3. **Notification of Non-Compliance and Right to Suspend or Terminate.** Customer shall promptly notify OneTrust if: (a) it cannot for any reason comply with its obligations under this Agreement; or (b) becomes aware of any circumstance or change in applicable data protection law that is likely to have a substantial adverse effect on its ability to meet its obligations. Without prejudice to the termination provisions in the Agreement, each Party is entitled to temporarily suspend (or if unable to suspend, terminate) the processing, in whole or in part, if such Party is unable to meet its obligations under this Agreement, until such time as the non-compliance is remedied.
- 7.4. **Notice of Disclosures.** Each Party shall provide timely notice to the other Party, to the extent legally possible, if: (a) it receives an inquiry, a subpoena, or a request for inspection or audit from a competent public authority relating to the processing, or (b) it intends to disclose DJ Information to any competent public authority.
- 7.5. **Data Subject Requests.** Without limitation to the foregoing, if Customer receives a data subject request regarding the specific sources of personal data processed about that specific data subject, and one of the specific sources in that instance was DJ Information, Customer shall disclose that fact, and provide the data subject with a link to the Dow Jones notice available on its marketing website (currently available at <https://www.dowjones.com>).
- 7.6. **Subprocessor.** Customer consents to OneTrust engaging Dow Jones as a subprocessor to process personal data for the purposes of providing the DJ Information through the TPDD Services.

8. Termination and Suspension.

- 8.1. OneTrust may suspend Customer's access to or use of the TPDD Services if OneTrust learns that DJ Information is being used in an unauthorized manner.
- 8.2. OneTrust's provision of any DJ Information is subject to the continuing consent of the owner/licensor or Dow Jones. Nothing in this Agreement shall obligate OneTrust to continue providing access to any DJ Information beyond the date when Dow Jones ceases publishing such DJ Information to OneTrust, provided that in the event of such a cessation, OneTrust shall provide Customer with a pro rata refund of fees paid for the period following the cessation.



8.3. Upon termination of the TPDD Services, Customer shall delete any DJ Information then within Customer's control.

9. Miscellaneous.

Notwithstanding anything to the contrary in the Agreement, DJ Information and these Supplemental Terms are OneTrust's Confidential Information, and OneTrust may (a) inform Dow Jones that Customer has purchased a TPDD Services and will have access to DJ Information, and (b) keep a record of the Names screened by Customer solely to comply with its obligation to provide such record to Dow Jones. Except as set forth herein, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between these Supplemental Terms and the Agreement or any earlier amendment or addendum, these Supplemental Terms of will prevail solely with respect to any TPDD Services.