



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

## 1. SCOPE

- 1.1. This Screening Schedule applies whenever Client subscribes to Screening Content Service(s) or requests that TR provide Client with Report(s) set forth in an Order Form.
- 1.2. In some cases additional or modified rights to those provided in this Screening Schedule will be included in an Order Form for a particular Service.

## 2. USAGE PERMISSIONS AND RESTRICTIONS

- 2.1. Subject to the terms of the Agreement, TR permits Client to access the Screening Service(s) for the purpose of exercising the usage terms detailed in this Screening Schedule or an Order Form. Each User may:
  - (a) view, use and copy (download and/or print) Screening Content or Reports for the User’s individual use;
  - (b) Distribute and Redistribute Insubstantial Portions of Screening Content or Reports to Affiliates in a Non-Systematic manner;
  - (c) Distribute Screening Content or Reports to other Users who have a subscription from TR to view the same Screening Content or Report(s); and
  - (d) Redistribute Screening Content or Reports to government and regulatory authorities solely to the extent specifically 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 Users use the Screening Content solely for Screening Purposes (as defined below) and for no other purpose(s).
- 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, Client shall be

entitled to provide access to such datafile, datafeed or API to the relevant Filter Provider provided that 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 Client shall ensure that such Filter Provider complies with all provisions of the Agreement applicable to Client as if they were its own.

- 2.4. TR shall have no responsibility or liability for any software or other products or services provided to Client by Filter Provider.
- 2.5. 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 TR’s online ordering system or orally).

## 3. USE OF TR PII DATA

- 3.1. TR confirms that the TR PII Data has been processed by TR in accordance with the data protection and privacy laws binding on TR.
- 3.2. Client shall process the TR PII Data in accordance with all laws and regulatory requirements applicable to it, including any applicable requirements for Client to notify any individual that Client intends to process TR PII Data about them using any Service containing Screening Content.
- 3.3. Client shall implement and maintain appropriate technical and organizational measures to protect the TR PII Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where TR PII Data is transmitted over any network, and which provide a level of security appropriate to the risk represented by the processing and the nature of the TR PII Data.
- 3.4. Client confirms that it has no reason to believe in the existence of any laws or regulatory requirements binding on it that would have a substantial adverse effect on its ability to perform its obligations under this Screening Schedule and Client will inform TR if it becomes aware of any such laws or regulatory requirements. Client shall use all reasonable

endeavours not to use the TR PII Data in such a way as to knowingly or negligently cause TR to breach its obligations under the data protection and privacy laws binding on TR.

- 3.5. Client will ensure that any employees or third parties (including its Affiliates) involved in processing the TR PII Data will: (i) process the TR PII Data in accordance with the Agreement; (ii) act in accordance with Client's instructions; and (iii) will respect and maintain the confidentiality and security of the TR PII Data.
- 3.6. Client will respond promptly and properly to any reasonable and proper enquiries from TR relating to the processing of the TR PII Data and cooperate in good faith with TR and any data protection authority concerning all such enquiries within a reasonable time. In the event of a dispute or claim brought by an individual or data protection authority against Client or TR in connection with the processing of TR PII Data under the Agreement, Client and/or TR will inform the other about any such disputes or claims, and will co-operate with a view to settling them amicably and in a timely fashion.
- 3.7. Notwithstanding clause 2.2 of this Screening Schedule, TR is not a consumer reporting agency, and Client certifies that it will not use any Content as a factor in establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family, or household purposes, for employment purposes or for any other purpose authorized under the Fair Credit Reporting Act (15 U.S.C.A. § 1681b).

#### **4. DISCLAIMERS**

- 4.1. Client accepts that:
  - 4.1.1. it should not rely solely upon the Screening Content 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 verify the information contained in the Screening Content or Report and their resulting suitability as a commercial counterparty;
  - 4.1.2. TR provides Screening Content and Reports without giving any opinion or recommendation about any individual or entity named in them;
  - 4.1.3. TR may include information in Screening Content or a Report that relates to an entity or individual that bears the same name as other unconnected

persons. in the case of Reports, wherever possible, TR will indicate when it believes this might be the case;

- 4.1.4. if the Screening Content or Report 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 TR in the Screening Content or Report is necessarily in summary form and should be read and used by Client in context of the full details available in the third party materials;
  - 4.1.6. the Screening Content cannot be an exhaustive source of information on persons or entities of whom Client may wish or be obliged to make enquiries before entering into a financial or other relationship with them.
- 4.2. Client acknowledges that:
    - 4.2.1. the inclusion or exclusion of any person or entity in or from the Screening Content or a Report should not automatically be taken to draw any particular inference (negative or otherwise) about them including as the result of the linking of any person or entity to any other person or entity identified therein. The nature of linking varies considerably;
    - 4.2.2. many persons are included in the Screening Content or mentioned in a Report solely because they hold prominent political or other positions or are connected to such individuals;
    - 4.2.3. while every attempt is taken 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, TR cannot guarantee that information contained in them will not have changed or be correct;
    - 4.2.4. TR cannot guarantee that it will find any or all of the published information available in connection with any individual or entity;
    - 4.2.5. TR makes no warranty or representation about and disclaims all liability for the accuracy, completeness or currency of any Third Party Provider's Materials;
    - 4.2.6. the designation of a Low Quality Alias is made at TR's discretion and such designation may not correspond to Client's own assessment of its strength as a means of positive identification of the person or entity in question. Client must satisfy

- itself that such designation is appropriate and applicable to Client's level of risk appetite;
- 4.2.7. PEP Sub-Classifications are made based on TR's assessment of the nature of the office held or the relationship to the office holder based on information found in the Third Party Provider's Materials and within a finite set of categories. Such assessment may not correspond to Client's own assessment and categorisation and Client must satisfy itself that such assessment and categorisation is appropriate and applicable to Client's level of risk appetite;
- 4.2.8. Client must assess the relative importance that client attributes to changes to information covered by each Update Classification;
- 4.2.9. Native Aliases will be added to the Screening Content in the form in which they appear in the Third Party Provider's Materials. TR will not undertake any translation or quality control on the accuracy of the Native Aliases as they appear in the Third Party Provider's Materials and TR is not responsible for any errors in them;
- 4.2.10. A Sanction Set does not contain all the information that might otherwise be available on a person or entity profiled in a full version of Screening Content;
- 4.2.11. The "Iran Economic Interest" or "IEI" database contains content on persons or entities that have been reported in the public domain as having some direct or indirect economic interest in or with Iran or a person connected with Iran and it is not, and is not intended to be, used as a list of those in actual or potential breach of sanctions, as TR is not in a position to make such a determination. Client should not assume that the parties identified in such database have violated sanctions. Based on Client's further due diligence and Client's relationship and interaction with the party in question, Client must determine whether the public domain information available in such database is accurate, current and/or relevant to the national and relevant international laws applicable to Client, and/or whether such party's activity violates a relevant sanction.
- 4.2.12. World-Check Translate is a statistical machine translation service that provides instant translations based on patterns it finds in documents that have already been translated by human translators. As the translations are generated by machines, translation accuracy will vary.
- 4.2.13. The US SAM Exclusions Extract 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. The inclusion of the Exclusions Extract data in the Screening Content is on a strictly as-is basis and TR makes no representations or opinion as to the content nor is TR responsible for any such third party content or for the decisions of the US Federal Government to include any individual or entity in the US SAM Exclusions Extract and Users should carry out independent checks in order to verify the information contained therein.
- 4.3. Where TR provides access to a Country-Check Rank and/or Country-Check Report, Client acknowledges that:
- 4.3.1. they are provided as a guide to assist Client with Client's own determination of jurisdictional risk, specifically in relation to the country in question. Any risk rankings and bandings generated using the Country-Check predefined or default weight sets represent TR's assessment of risk based on an underlying algorithm as well as TR's perception of risk and may not be appropriate for Client's use. Client must satisfy itself that Client understands TR's default settings and risk criteria and that they are appropriate and applicable for Client's level of risk appetite.
- 4.3.2. while every attempt has been made to include risk rankings and risk bandings for all major countries, this cannot be guaranteed.
- 4.3.3. they are based entirely on information within the public domain and risk rankings and risk bandings are derived accordingly. Such information could be inaccurate or outdated and a lack of public domain risk information for any country could lead to an inaccurate risk ranking or risk banding being assigned to it by TR.
- 4.3.4. TR cannot guarantee that it will find any or all of the public domain information available in connection with any jurisdiction or territory that may be relevant to assessing the risk posed by it. TR also cannot be certain that any public domain information on which it has relied will remain available in the future.

4.3.5. they are based purely on the source data TR has selected to make available within Country-Check and such source data can only change when the public domain information on which they are based changes. In addition, Country-Check is not able to reflect the immediate risk impact of sudden events including any financial market crash, act of terrorism, natural disaster, civil disorder or war.

4.4. Where TR provides Reports, Client acknowledges that:

4.4.1. research will be undertaken solely on the name of a Report Subject as it is spelt and in the form provided by Client;

4.4.2. media research will be conducted using news aggregators chosen in the discretion of TR. An internet search engine will be used for all other internet research;

4.4.3. TR will generally search only for derogatory information on Report Subjects and will not include any more positive information that TR finds on them in a Report;

4.4.4. search strings of negative words or phrases designed by TR to capture significant derogatory information will be employed for internet based research. TR cannot guarantee that these search strings will lead it to find all derogatory information on a Report Subject;

4.4.5. if TR's internet research leads it to find multiple derogatory results on a Report Subject, only the first 50 results will be retrieved and if appropriate included in a Report;

4.4.6. the Order Form will indicate whether Client has asked TR to use Restricted Media Sources or All Media Sources in its research and whether Client has asked TR to gather Business Intelligence. While TR cannot guarantee the accuracy or reliability of any sources used in its research, All Media Sources will include sources in relation to which particular caution should be exercised in terms of their accuracy and reliability including blogs, chat rooms and online forums. In addition, while TR uses reasonable efforts to identify individuals who appear to it to be credible to provide Business Intelligence, the views expressed by them may not be widely held or accurate. Particular care should be taken when relying on all such sources;

4.4.7. and agrees that TR may include any information contained in any Report that TR prepares for Client in TR's own database(s) of risk information and/or in any of TR's other Services. TR 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 TR's provision of Reports to Client under the Agreement.

4.5. TR reserves the right to decline any request for a Report after the signature of the applicable Order Form if it is in TR's opinion necessary to do so for TR's legal, compliance or internal policy reasons. In such event: (a) TR 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 for TR to provide the Report; and (c) TR shall refund Client any sums paid in advance for the applicable Report.

## 5. PRIORITIES

5.1. Related to screening Services, in the event of any conflict between:

5.1.1. the Product Notes and this Screening Schedule, the Product Notes shall prevail; and

5.1.2. the Order Form for screening Services and this Screening Schedule, the Order Form shall prevail; and

5.1.3. the Master Terms and this Screening Schedule, this Screening Schedule shall prevail

5.1.4. a schedule to the Master Terms and this Screening Schedule, this Screening Schedule shall govern.

## 6. DEFINITIONS

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

“**Business Intelligence**” means non public domain, background information and opinions about a Report Subject obtained from third party individuals chosen by TR;

“**Country-Check**” means TR's Country-Check master jurisdictional risk index;

“**Country-Check 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**” 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 version of 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 TR, its Affiliates or its Third Party Providers;

“**Low Quality Aliases**” means an assumed or alternative name identified in Third Party Materials and which TR designates on a profile comprised in the Screening Content as being of low quality;

“**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. For the avoidance of doubt this does not include a right to display the Screening Content in the third party’s solution in profile view format, as the right to access the Screening Content in profile view format would require a separate view licence to be purchased by Client.

“**Native Alias**” means in relation to a profile subject comprised in the Screening Content, its name in any non-Latin language found by TR in the Third Party Materials;

“**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 in the World-Check Content as a Political Person or with the subcategory of “Politically Exposed Person” (PEP) of a further sub-category to identify the nature of the office held by them or the nature of their relationship to an office holder;

“**Sanction Set**” means an excerpt of the Screening Content that includes only information on those persons and entities listed on certain sanctions lists;

“**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;

“**Reports**” means the type of enhanced due diligence or “IntegraScreen” 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 Third Party Materials;

“**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 TR and in which it is able to find derogatory information about the Report Subject;

“**Screening Purposes**” use of the Screening Content by Client as part of Client’s own internal compliance processes (as opposed to use for any external commercial purposes, which is not permitted) to process the TR PII Data within them to (i) prevent, detect or investigate any unlawful act or (ii) discharge any function designed to protect the public against dishonesty, malpractice or seriously improper conduct;

“**Screening Content**” means the content contained in any Service which is indicated on an Order Form as a “screening” Service or referenced as falling within a “Screening” Business Activity, and includes but is not limited to content from any of the following databases: (i) “World-Check”; (ii) “Country-Check”; (iii) “Iran Economic Interest”; (iv) “Sanctions & Enforcements”; (v) “Adverse Media”; (vi) “Vessels”;

“**Site**” means any location of Client to which TR supplies access to the Services directly, as specified on an Order Form;

“**TR PII Data**” means any Screening Content which identifies an individual or from which an individual can be identified whether by reference to other data or otherwise;

“**Update Classification**” means a description of the nature of the last update made to information found in a profile comprised in the World-Check Content;

**“US SAM Exclusions Extract”** means the US System for Award Management Exclusions Extract data that may be included in any Screening Content;

**“World-Check Translate”** means a machine translation service provided by TR to allow Client to translate the Further Information field of and Third Party Materials accessible from, profiles comprised in the World-Check Content.