



SCREENING DATA SCHEDULE (version 1.1)

The terms of this Screening Data Schedule apply, in addition to the terms of the main body of the Terms and Conditions, to all Screening Content provided by TR to Client in connection with a Product or Service.

1. SCOPE

- 1.1. Filter Provider shall be entitled to datafile, datafeed or API access to the Screening Content on the same basis as if it were an Affiliate of Client. TR shall have no responsibility or liability for any software or other products or services provided to Client by Filter Provider.
- 1.2. Client may order any number of the type of Reports identified in the Order Form 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).

2. USE OF TR PII DATA

- 2.1. TR confirms that the TR PII Data has been processed by TR in accordance with the Data Privacy Laws binding on TR.
- 2.2. Client shall process the TR PII Data in accordance with all 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 the Product.
- 2.3. 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.
- 2.4. Client confirms that it has no reason to believe in the existence of any Regulatory Requirements binding on it that would have a substantial adverse effect on its ability to perform its obligations under the Agreement and Client will inform TR if it becomes aware of any such 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 Privacy Laws.
- 2.5. Client will ensure that any employees or third parties (including its Affiliates) involved in processing the TR PII Data will only: (i) process the TR PII Data in accordance with this Agreement; (ii) act in accordance with your instructions; and (iii) will respect and maintain the confidentiality and security of the TR PII Data.
- 2.6. 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.
- 2.7. Except as required by the Regulatory Requirements applicable to Client, Client will not reveal, without the prior written consent of TR, the identity or content of the Products or provide copies of any part of the Products to any person or entity whose TR PII Data or data is contained within the Products or to persons acting on their behalf. Without giving them access to the Products or disclosing their identity, Client may disclose to

such person or entity the content of any Third Party Supplier source materials contained within the Products.

- 2.8. 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).

3. BASIS OF PROVISION OF PRODUCTS AND SERVICES

3.1. CLIENT ACCEPTS THAT:

- 3.1.1. 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;
- 3.1.2. TR PROVIDES SCREENING CONTENT AND REPORTS WITHOUT GIVING ANY OPINION OR RECOMMENDATION ABOUT ANY INDIVIDUAL OR ENTITY NAMED IN THEM;
- 3.1.3. 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;
- 3.1.4. 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;
- 3.1.5. 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;
- 3.1.6. 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.

3.2. CLIENT ACKNOWLEDGE THAT:

- 3.2.1. 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;
- 3.2.2. MANY PERSONS ARE PROFILED IN THE SCREENING CONTENT OR MENTIONED IN A



REPORT SOLELY BECAUSE THEY HOLD PROMINENT POLITICAL OR OTHER POSITIONS OR ARE CONNECTED TO SUCH INDIVIDUALS;

- 3.2.3. 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;
- 3.2.4. TR CANNOT GUARANTEE THAT IT WILL FIND ANY OR ALL OF THE PUBLISHED INFORMATION AVAILABLE IN CONNECTION WITH ANY INDIVIDUAL OR ENTITY;
- 3.2.5. TR MAKES NO WARRANTY OR REPRESENTATION ABOUT AND DISCLAIMS ALL LIABILITY FOR THE ACCURACY, COMPLETENESS OR CURRENCY OF ANY THIRD PARTY MATERIALS;
- 3.2.6. 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;
- 3.2.7. 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 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;
- 3.2.8. CLIENT MUST ASSESS THE RELATIVE IMPORTANCE THAT CLIENT ATTRIBUTES TO CHANGES TO INFORMATION COVERED BY EACH UPDATE CLASSIFICATION;
- 3.2.9. NATIVE ALIASES WILL BE ADDED TO THE SCREENING CONTENT IN THE FORM IN WHICH THEY APPEAR IN THE THIRD PARTY MATERIALS. TR WILL NOT UNDERTAKE ANY TRANSLATION OR QUALITY CONTROL ON THE ACCURACY OF THE NATIVE ALIASES AS THEY APPEAR IN THE THIRD PARTY MATERIALS AND TR IS NOT RESPONSIBLE FOR ANY ERRORS IN THEM;
- 3.2.10. A SANCTION SET DOES NOT CONTAIN ALL THE INFORMATION THAT MIGHT OTHERWISE BE AVAILABLE ON A PERSON OR ENTITY PROFILED IN THE FULL VERSION OF THE WORLD-CHECK CONTENT;
- 3.2.11. THE 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. THE IEI DATABASE 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 THE IEI DATABASE HAVE VIOLATED SANCTIONS. BASED ON CLIENT'S FURTHER DUE DILIGENCE AND CLIENT'S RELATIONSHIP AND INTERACTION WITH THE PROFILED PARTY, CLIENT MUST DETERMINE WHETHER THE PUBLIC DOMAIN INFORMATION AVAILABLE IN THE IEI DATABASE IS ACCURATE, CURRENT AND/OR RELEVANT TO CLIENT'S NATIONAL AND RELEVANT INTERNATIONAL LAWS, AND WHETHER SUCH PERSON OR ENTITY'S ACTIVITY DO DIRECTLY OR INDIRECTLY VIOLATE A RELEVANT SANCTION.

- 3.2.12. 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 AND SHOULD NOT BE RELIED UPON IN THE SAME WAS AS A HUMAN TRANSLATION.
- 3.3. IN RELATION TO A COUNTRY-CHECK RANK AND/OR COUNTRY-CHECK REPORT:
 - 3.3.1. THEY ARE PROVIDED AS A GUIDE TO ASSIST CLIENT WITH CLIENT'S OWN DETERMINATION OF JURISDICTIONAL RISK. ANY RISK RANKINGS AND BANDINGS GENERATED USING THE COUNTRY-CHECK PREDEFINED OR DEFAULT WEIGHT SETS REPRESENT TR'S OWN VIEW 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.
 - 3.3.2. WHILE EVERY ATTEMPT HAS BEEN MADE TO INCLUDE RISK RANKINGS AND RISK BANDINGS FOR ALL MAJOR COUNTRIES, THIS CANNOT BE GUARANTEED.
 - 3.3.3. 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.
 - 3.3.4. 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.
 - 3.3.5. 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 A FINANCIAL



MARKET CRASH, AN ACT OF TERRORISM, A NATURAL DISASTER OR WAR.

3.4. IN RELATION TO REPORTS:

- 3.4.1. RESEARCH WILL BE UNDERTAKEN SOLELY ON THE NAME OF A REPORT SUBJECT AS IT IS SPELT AND IN THE FORM PROVIDED BY, CLIENT;
- 3.4.2. MEDIA RESEARCH WILL BE CONDUCTED USING NEWS AGGREGATORS CHOSEN IN THE DISCRETION OF TR. GOOGLE WILL BE USED FOR ALL OTHER ENGLISH LANGUAGE INTERNET RESEARCH;
- 3.4.3. TR WILL GENERALLY SEARCH ONLY FOR DEROGATORY INFORMATION ON REPORT
- 3.4.4. SUBJECTS AND WILL NOT INCLUDE ANY MORE POSITIVE INFORMATION THAT TR FINDS ON THEM IN A REPORT;
- 3.4.5. 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;
- 3.4.6. 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. THIS FILTERING PROCESS IS DESIGNED TO CAPTURE THE MOST PROMINENT AND CURRENT ISSUES IN THE MEDIA OR INTERNET BUT MAY NOT UNCOVER ALL DEROGATORY INFORMATION;
- 3.4.7. 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, INCLUDED IN ALL MEDIA SOURCES WILL BE 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. 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 the Report Subject;

"Adverse Media" means TR's archive of global media sources;

"API" means an open application programming interface provided by TR;

"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 the Country-Check Master Jurisdictional Risk Index owned by TR;

"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 Word-Check Content;

"Country-Check Report" means a country risk ranking report generated using Country-Check;

"EU RealTime SanctionSet" means datafile access to a version of the World-Check Content that includes only information on those persons and entities listed on certain sanctions lists (as identified on the relevant profile) issued by The European Union at the date of its last publication and no other information;

"Filter Provider" means any third party providing software to Client for use in conjunction with the datafile version of the Screening Content as identified in the Order Form;

"IEI Database" means the Iran Economic Interest Database owned by TR;

"Low Quality Aliases" means an assumed or alternative name identified in Third Party Materials and which TR designates on a profile comprised in the World-Check Content as being of low quality;

"Native Alias" means in relation to a profile subject comprised in the World-Check Content, its name in any non-Latin language found by TR in the Third Party Content;

"OFAC RealTime SanctionSet" means datafile access to a version of the World-Check Content that includes only information on those persons and entities listed on certain sanctions lists (as identified on the relevant profile) issued by The Office of Foreign Assets Control of the US Treasury at the date of its last publication and no other information;

"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 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;

"Premium Screening Content" means a standard version of the World-Check Content that in addition includes Low Quality Aliases, PEP Sub-Classification and Update Classification;

"Premium Plus Screening Content" means the version of the World-Check Content covered by a Premium License enhanced by the addition of Native Aliases, Country-Check Risk Ranks and World-Check Translate;

"RealTime SanctionSet" means each of the OFAC, UN, UKHMT and EU RealTime SanctionSets;

"Reports" means the type of 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;



“Sanctions & Enforcement Content” means the Sanctions and Enforcement database owned by TR with or without PEP Intelligence;

“Screening Content” means such of the World-Check Content, Source Library, Sanctions & Enforcements Content, Adverse Media and/or, Vessels Content TR has agreed to provide to you as set out in the Order Form;

“Source Library” means the underlying information sources comprised in the Third Party Materials upon which information in profiles comprised within the World-Check Content is based;

“UKHMT RealTime SanctionSet” means datafile access to a version of the World-Check Content that includes only information on those persons and entities listed on certain sanctions lists (as identified on the relevant profile) issued by Her Majesty's Treasury of the United Kingdom at the date of its last publication and no other information;

“UN RealTime SanctionSet” means datafile access to a version of the World-Check Content that includes only information on those persons and entities listed on certain sanctions lists (as identified on the relevant profile) issued by The United Nations at the date of its last publication and no other information;

“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

“Vessels Content” means TR's database of vessels and identification information relating to them;

“World-Check Content” means the World-Check database owned by TR;

“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.