

## IDENTITY PRODUCT NOTES (VERSION 2.0)

The terms contained in these Identity Product Notes apply to the Service known as "Identity (W-8/W-9)" in addition to the Master Terms referred to in the attached Order Form ("Master Terms"), the Software Schedule and, where applicable, the Professional Services Schedule.

### 1. DEFINITIONS

In these Identity Product Notes, the following capitalized terms have the following meanings:

"**End User**" means those customers of the Client who require access to the Identity Service in order to access the W-8 and W-9 series of forms, complete them and submit them to the Client via the functionality of the Identity Service;

"**Full User**" means a Named User employee of Client or any contractor or agent of Client using the Identity Service solely to perform services for or to discharge functions on behalf of Client who has access to all features of the Identity Service and is permitted to use the Identity Service within the scope of the License Level, Business Activity, and, where applicable, at the permitted site and in accordance with any other restrictions or limitations identified in the Order Form. When identified in an Order Form or other mutually agreed documentation, Full Users may also include employees, contractors or agents of Client Affiliates on the same basis.

"**Identity Service**" means the Software known as "Identity (W-8/W-9)";

"**Online Document Collection Site**" means that part of the Identity Service which is accessible to End Users for the sole purpose of enabling End Users to access the W-8 and W-9 series of forms, complete them and submit them to the Client.

### 2. GRANT OF LICENCE TO END USERS

- 2.1. In relation to the Identity Service only, the definition of User shall mean Full Users and End Users, as defined in these Identity Product Notes.
- 2.2. The licence to use the Software comprising the Identity Service set out in the Master Terms and the Software Schedule shall only be for the benefit of Full Users and not End Users. End Users shall only be entitled to use the Identity Service in accordance with the usage permissions set out in these Identity Product Notes.
- 2.3. All users of the Service who are employees of the Client shall be deemed to be Full Users. The number of Full Users included in the Fees shall be capped as set out in the Order Form and Client shall provide TR with a declaration on every anniversary of the Effective Date if the number of Full Users exceeds this cap. If the number of Full Users declared exceeds the number of Full Users set out on the Order Form, TR reserves the right to invoice Client for the cost of any additional Full Users. For the avoidance of doubt Client shall not be entitled to any refund in the event the number of

Full Users falls below the number set out on the Order Form or any subsequent increase in that number agreed between the parties from time to time.

- 2.4. Subject to clause 2.6 below, Client shall, during the Term, be permitted to allow End Users to access and use the Online Document Collection Site for the sole purpose of enabling End Users to access the W-8 and W-9 series of forms, complete them and submit them to the Client via the functionality of the Identity Service. For the avoidance of doubt, End Users are not permitted to access any other part of the Identity Service other than the Online Document Collection Site.
- 2.5. Using the functionality of the Identity Service, it shall be Client's responsibility to itself create a unique user name and password to be issued to each of its End Users to enable the End Users to access the Identity Service pursuant to this clause 3 ("End User Passwords"). Client is solely responsible for maintaining security of the End User Passwords and is also responsible for all access to and use of the Identity Service by Users and End Users or by means of End User Passwords, whether or not Client has knowledge of or authorises such access and use.
- 2.6. The permission for End Users to access the Online Document Collection Site set out in clause 2.4 above is granted on the basis that Client shall cause such End Users to comply with the terms of use set out in the Agreement. Client shall be responsible for any breach of the Agreement caused by such End Users and shall indemnify and hold TR harmless against any liability (including without limitation, reasonable attorneys' fees, penalties and interest) arising directly or indirectly from any suit, claim or proceeding brought against TR by any party in connection with such End User's use of the Identity Service.
- 2.7. Client shall have sole responsibility for notifying End Users of any notice given by TR to Client that it intends to suspend the Identity Service in order to perform maintenance, network upgrades or other work related to the host site.

### 3. DISCLAIMER

- 3.1. Client and End User assume sole responsibility and entire risk as to the suitability and results obtained from use of the Identity Service, including but not limited to the Identity Service as customised in accordance with clause 5 below, and any decisions made or actions taken based on the information contained in or generated by the Identity Service. Client understands and agrees that results obtained from use of and TR support received concerning said Identity Service (i) will not, under any circumstances, be considered tax, legal, financial or accounting advice and it would be advisable for Client/End User to obtain such advice from its lawyer, accountant, or tax or other business advisor, (ii) do not relieve Client/End User of responsibility, including its responsibility to any third party, for the preparation, content, accuracy and review of, or the appropriate tax and/or accounting treatment of, items reflected on its tax returns or financial statements, and (iii) are intended solely to supplement the knowledge of

accounting, tax and other business professionals regarding tax planning, accounting, compliance, and related business matters, and are not meant to replace sound professional judgment or individualised attention of such professionals or Client/End User circumstances.

- 3.2. Client accepts and will ensure End Users accept that any translations from English provided within the Identity Service shall be unofficial translations and thus translation accuracy may vary and cannot be relied upon in the same way as an official translation.

#### **4. PROFESSIONAL RESPONSIBILITY AND INDEMNITY.**

- 4.1. Although the Identity Service, including but not limited to the Identity Service as customised in accordance with clause 5 below, is a tool to assist Client and End Users in the preparation of, as applicable, tax returns, financial statements and/or other tax and accounting related documents (“Tax Documents”), Client and End Users are solely responsible for the content, elections, accuracy and timely submission of all such Tax Documents. For the avoidance of doubt, Client is solely responsible) for ensuring that any customisations made to the Identity Service in accordance with clause 5, below, allow Client to comply with Client’s obligations to End Users and/or any applicable laws or regulations. Client agrees to defend, at Client’s own expense, indemnify and hold TR harmless against liability (including without limitation, reasonable attorneys’ fees, penalties and interest) arising directly or indirectly from any suit, claim or proceeding brought against TR by any party based upon preparation, submission or filing of Tax Documents through use of TR Services (whether customised or not) by or on behalf of Client or End Users.

#### **5. BRANDING AND CUSTOMISATIONS**

- 5.1. The Identity Service is capable of being customised by TR for Client in relation to certain standard elements (“Standard Elements”). Subject to the provisions of this clause 5 and the terms of the Professional Services Schedule, TR shall, where agreed between the parties, provide Professional Services to the Client to customise the Identity Service in accordance with a specification to be agreed between the parties in an SOW in relation to some or all of the Standard Elements and such other customisations which may be agreed between the parties provided that Client shall provide the details of the proposed customisations to TR in such format (including file format) reasonably requested by TR.
- 5.2. Where the Identity Service is to be supplied as “Software as a Service”, unless agreed otherwise in an SOW, TR’s obligations to customise the Identity Service shall be limited to including the Client’s logo and contact details within the Identity Service.
- 5.3. During the Term, Client may request reasonable changes to the customisations already provided by TR pursuant to clauses 5.1 and 5.2 above and TR may, subject to the terms of the Professional Services Schedule and the parties agreeing additional fees payable to TR in respect of such

Professional Services, comply with those requests in accordance with a timetable to be agreed between the parties.

- 5.4. For the avoidance of doubt Client may not itself undertake any customisation of the Identity Service, whether in respect of branding or otherwise without the prior written permission of TR.
- 5.5. Client shall not alter or remove any trade mark or trade name applied to the Identity Service as delivered to Client (including, without limitation, the legend “Powered by Thomson Reuters Identity (W-8/W-9)” without TR’s written permission.
- 5.6. Nothing in this Agreement shall grant to Client any right, title or interest in any trade names or trademarks used by TR in connection with the Identity Service or TR’s business and the same are and shall remain the exclusive property of TR. Client will not take any steps to register any trade mark owned by TR and/or used or to be used in connection with the Identity Service, any associated service or TR’s business in any country in the world.