

TRAINING SOLUTIONS

These terms and conditions govern your use of the Training Services (as defined in Clause 1 below). Please read these terms and conditions carefully before using the Training Services. Please note that these terms and conditions form part of the Agreement together with the Sales Order Form and the Privacy Policy. By submitting the Sales Order Form to us and/or using the Training Services you warrant that you have the authority to enter into a legally binding contract on behalf of the organisation specified in the Sales Order Form and you and that organisation agree to be bound by these terms and conditions as modified by Thomson Reuters GRC and posted on the Website from time to time.

- 1. Definitions and Interpretation
- 1.1 In these terms and conditions except where the context otherwise requires the following expressions shall have the following meanings:
- **"Agreement"** means these terms and conditions together with the Sales Order Form and the Privacy Policy.
- **"Business Day"** shall mean any day, which is not a Saturday, or a Sunday, or public holiday in the UK or US, as applicable;
- **"Commencement Date"** means the date we accept your completed and signed Sales Order Form or any other document conferring the right of access;
- **"Confidential Information"** means all information (including oral and visual information, and all information recorded in writing or electronically, or in any other medium or by any other method) that is marked as 'confidential' or which ought reasonably to be considered confidential and is disclosed to, or obtained by one party from, the other party or a third party acting on that other party's behalf, and without prejudice to the generality of this definition the term Confidential Information shall include but not be limited to any information relating to a party's operations, processes, plans, intentions, product information, know-how, designs, trade secrets, software, market opportunities, customers and business affairs;
- **"Customised Service"** means the provision of the System, including amended Training Material. Thomson Reuters GRC may revise the Training Material by way of inclusion, amendment or omission of content on your instruction;
- **"Intellectual Property Rights"** means any current or future intellectual property rights including but not limited to: copyright, database rights, patents, utility models, domain names, rights in logos and get-up, inventions, all rights in computer software and data, design rights, trade marks (whether registered or unregistered), goodwill, information of a confidential nature, know-how and all other forms of protection of a similar nature existing in any jurisdiction, and all rights to apply for the same and all renewals, reversions or extensions;
- **"Permitted Number"** means the number of Users specified in the Sales Order Form or otherwise agreed in writing by the parties from time to time and in respect of which you have paid the Fee;
- **"Personal Data"** means data which relate to a living individual who can be identified from those data or from those data and other information which is in the possession of, or is likely to come into the possession of a party and includes any expression of opinion about the individual and any indication of the intentions of that party or any other person in respect of the individual. This may also include the following without limitation: names, addresses, telephone numbers, date of birth, e-mail addresses, identification numbers or names, passwords, age, marital and financial status, national or ethnic origin, gender, employment, payment records, personal preferences, associations, and any identifying numbers or symbols, educational history;
- **"Privacy Policy"** means Thomson Reuters GRC's data protection and privacy policy located on the Website as updated and amended by Thomson Reuters GRC from time to time;
- **"Purposes"** means the various purposes set out in these terms and conditions, including without limitation clause 9, and Thomson Reuters GRC's Privacy Policy located on Thomson Reuters GRC's Website;
- **"Sales Order Form"** means the order form submitted by you to us which contains details of the Training Services and Fee including relevant attachments;
- **"System"** means the Training Service, the Training Materials and the software provided by Thomson Reuters GRC which allows the usage of the Training Service to be tracked and recorded;
- **"Systems Requirement Document"** means the document we provide which outlines the minimum technical requirements and configurations necessary to operate the System.
- **"Thomson Reuters GRC", "we", "our" and "us" means either:** (a) Thomson Reuters (Professional) UK Limited trading as "Thomson Reuters Governance, Risk and Compliance (GRC)", where you are located outside the USA; or (b) West Publishing Corporation doing

business as "Thomson Reuters Governance, Risk and Compliance (GRC)", where you are located within the USA or the Agreement is entered into with Thomson Reuters GRC in the USA, as specified in the Sales Order Form.

- **"Training Material"** means the training materials and information and other products (including manuals and guidelines) to be supplied by Thomson Reuters GRC under these terms and conditions which are set out in the relevant Sales Order Form;
- **"Training Services"** means the training services provided by Thomson Reuters GRC permitting you to access the Training Materials as specified in the Sales Order Form, together with the Updates;
- **"Updates"** means additional content provided by us during the contract period;
- **"User"** means a person who you permit to use the Training Services in accordance with the terms of this Agreement and in respect of whom a username and password has been allocated by us;
- **"Website"** means the website operated by us and available at www.complinet.com
- **"You" and "Your"** means the organisation entering into this Agreement with Thomson Reuters GRC, as specified in the Sales Order Form (or, alternatively, if you are entering into this Agreement as an individual, the person entering into this Agreement with Thomson Reuters GRC);
- **"Your Material"** means all information, data and material supplied by you and/or the User(s) to us.
- **1.2** Clause headings shall not affect the interpretation of these terms and conditions.
- **1.3** A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- **1.4** A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension or re-enactment and includes any subordinate legislation for the time being in force made under it.
- **1.5** A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension or re-enactment and includes any subordinate legislation for the time being in force made under it.
- **1.6** Any obligation in this Agreement on an organisation (or individual person where applicable) not to do something includes an obligation not to agree or allow that thing to be done.
- **2. Provision of Training Services**
- **2.1** Subject to acceptance by us of the Sales Order Form and your compliance with the terms of this Agreement, including without limitation the Permitted Number, we agree to provide the Training Services to you with reasonable skill and care from the Commencement Date. We reserve the right to reject the Sales Order Form for any reason.
- **2.2** You agree and undertake that the Training Services shall be used for your internal business purposes or individual use (as applicable) only and may not be re-sold, sub-licensed or otherwise transferred to a third party.
- **2.3** We are not authorized to conduct investment business in the UK, US or any other jurisdictions by any regulatory bodies including but not limited to the Financial Services Authority, Securities and Exchange Commission, Law Society of England and Wales, American Bar Association or any other similar body in any jurisdiction. You agree that you will not use the Training Services in such a way that either you or we will be conducting unauthorized investment business or otherwise act in contravention of any of the provisions of the Financial Services and Markets Act 2000 or any other applicable law in the relevant jurisdiction (as amended or superseded from time to time).
- **3. Charges**
- **3.1** You agree to pay us the Fee for the Training Services. The Fee is expressed exclusive of any applicable tax (including value added, sales or income tax), levy or similar governmental charge which must be paid by you at the applicable rate.
- **3.2** The Fee paid for the Training Services is non-refundable except to the extent that we discontinue, suspend or terminate your access to the System otherwise than in accordance with Clause 11.2.
- **3.3** Details of our fees for all Training Services and the procedures for payment are available from Thomson Reuters GRC Sales and Client Support representatives. You may pay by credit card, cheque or bank transfer within 30 days of the date of our invoice. The method of payment shall be indicated by you at the time of completion of the Sales Order Form and the payment will cover access for the relevant period (to take effect from the Commencement Date) to the Training Services unless otherwise agreed.
- **3.4** If payment is not received within 30 days of the date of our invoice, Thomson Reuters GRC reserves the right to, without prejudice to the other rights or remedies that may be available to us and without one action or omission to act constituting a waiver of any rights or remedies available to us, undertake any or all of the following:

- • suspend the Training Services;
- • restrict access to the online service; or
- • charge interest under the Late Payment of Commercial Debts (Interest) Act 1998 or any other equivalent applicable law within your jurisdiction.
- **3.5** Where this Agreement is terminated for any reason, any sums then due to Thomson Reuters GRC shall immediately become payable in full.
- **3.6** The Fee and all amounts specified in the Sales Order Form shall be paid in the currency stated on the Sales Order Form.
- **3.7** We reserve the right to: (a) charge you an additional fee for any unauthorized use of the System made by means of the usernames or passwords allocated to you or created by you; and (b) invoice you retrospectively for such additional fee(s).
- 4. Scope of the Training Services
- **4.1** We will provide you with the Training Materials as specified in the Sales Order Form which, to the best of our knowledge, comply with the rules and regulations as set out by the relevant regulatory body at the time of provision.
- **4.2** The provision of the Training Services does not in any way act as a substitute for your reference to primary legislation or other regulatory publications.
- **4.3** It is your responsibility to apply the Training Services to your particular requirements and seek appropriate professional advice.
- **4.4** From time to time we may make, but are not obliged to make, available Updates which, if made available, we would strongly advise you to include in the Training Materials. You agree that we shall not be held liable for any loss, claim, liability, damage, costs or expenses arising out of or in connection with any failure by you to include Updates if and when made available.
- 5. Access to the System and Availability of the Training Service
- **5.1** All relevant technical specifications necessary to use the System are stated in the most current version of the [Systems Requirement Document located here](#).
- **5.2** In relation to the Training Services:
 - (a) you and each User may for your own internal business purposes or individual use (as applicable) only download and store in machine readable form, copy, print, display and distribute the Training Materials;
 - (b) you shall not and you shall procure that each User shall not:
 - i. download, store, reproduce, transmit, display (including without limitation display on any intranet or extranet site), copy, distribute or use the Training Materials other than in accordance with clause 5.2(a) above;
 - ii. sell, license, sub-license, rent, lease, encumber, transfer or assign, or otherwise deal with any of the rights in the Training Materials including, without limitation, copyright, trademark and other Intellectual Property Rights, or attempt to do any of the foregoing;
 - iii. alter or remove any copyright notices or other notices indicating the proprietary ownership by us or any third party of any Intellectual Property Rights in the System (except where we provide you with a Customised Service in which case you may alter or remove any Intellectual Property Rights in the System as they relate to Your Materials);
 - iv. use the Training Services or Training Materials in any manner except as expressly permitted, or transfer or export the Training Services or Training Materials or any copies into any country, other than in compliance with applicable laws;
 - v. reproduce, modify, or in any way commercially exploit the Training Services or any of the Training Materials;
 - vi. allow any person in respect of whom a username and password has not been allocated by us to use the Training Services or Training Materials (other than pursuant to Clause 5.2(a) above);
 - vii. create a database in electronic or structured form by systematically downloading and storing all or any of the Training Materials;
 - viii. create or commercially distribute derivative works based on any of the Training Materials, including without limitation, for use on another website or service, without our written consent;
 - ix. use our Website or the System or any part thereof for any unlawful purpose.
- **5.3** We may temporarily suspend access to the whole or any part of the System to allow for repairs, maintenance or the introduction of new facilities.
- **5.4** Subject to your rights set out in Terminations Clause (below), we reserve the right to alter, remove, substitute, suspend or discontinue any aspect of the System, including your access to it. We will give you notice of any suspension, and restore the System after such suspension. Unless explicitly stated, any new features or content will be subject to these terms and conditions.
- 6. Registration and Security

- **6.1** Subject to Charges Clause (above), we will provide you with such usernames and passwords as are required by you to give access to the Training Services for you and, if applicable, the number of employees identified by you on the Sales Order Form (such individuals in receipt of a username being referred to in these terms and conditions as a User).
- **6.2** You confirm and warrant that all the information supplied by you when you register is true, complete and accurate in all respects and you agree to notify us immediately of any changes to that information.
- **6.3** You shall keep and, where relevant, procure that your employees keep confidential the username(s) and password(s) provided by us to you or created by you for you for access to the System.
- **6.4** You are responsible for ensuring that no unauthorized use (whether by your personnel who are not authorized by you or otherwise) is made of the System by means of the usernames or passwords allocated to you or created by you. You will be entirely liable for all access to the Training Services and charges incurred under your account, whether authorized by you or not.
- **6.5** You must inform us immediately if you have any reason to believe that the usernames and passwords allocated to or created by you become known to someone not authorized to use them or if your account is being or is likely to be used in an unauthorized way.
- **7. Warranties and Liability**
- **7.1** No part of the Training Service shall be construed as legal or investment advice.
- **7.2** We cannot guarantee and we give no warranties or representations that the Training Services will provide you with all necessary elements to make your business fully compliant with all relevant laws, rules, regulations and codes of practice.
- **7.3** We will not be responsible or liable to you:
 - if you rely on the Training Materials without obtaining appropriate advice;
 - for any alterations made by you to the Training Materials;
 - for the acts or omissions of other providers of hardware, software, telecommunication services or for faults in or failures of any of their apparatus or equipment.
- **7.4** To the fullest extent permitted by law, we exclude all express or implied terms, conditions, warranties, representations or endorsements whatsoever with regard to the System or any information or service provided by us to you not contained in these terms and conditions. We will use our best commercial efforts to ensure that all Training Materials are accurate, but please note that all Training Materials are provided on an "as is" basis.
- **7.5** It is a feature of the System that some of the Training Materials are contributed to us by third parties. We do not control those parties or their information and have no responsibility for and shall not be liable in any manner whatsoever in respect of any information or content they contribute.
- **7.6** Opinions expressed within the Training Materials are those of the authors and do not necessarily represent our opinions.
- **7.7** We will use our reasonable commercial efforts to ensure that the Training Materials are accurate. However, we make no warranties or representations that the Training Materials are accurate and up to date or complete and accept no liability for any loss or damage caused by inaccurate information.
- **7.8** In relation to the provision of the Training Services, we accept no liability for any indirect or consequential loss or damage, or for any loss of data, profit, management time, revenue or business (whether direct or indirect), however caused, even if foreseeable. In circumstances where you suffer loss or damage arising out of or in connection with the viewing, use or performance of the Training Services, we accept no liability for this loss or damage whether due to inaccuracy, error, omission or any other cause and whether on the part of Thomson Reuters GRC or our servants, agents or any other person.
- **7.9** We cannot guarantee that the System will be free from error, including technical, typographical or other inaccuracies or that it will be free from computer viruses. We will use our reasonable commercial efforts to try to make the System available at all times but cannot guarantee that the System will operate continuously or without interruptions or be error free and can accept no liability for its unavailability. You shall not attempt to interfere with the proper working of the System and, in particular, you shall not attempt to circumvent security, tamper with, hack into, or otherwise disrupt any computer system, server, website, router or any other internet connected device.
- **7.10** If we are liable to you for any reason, our liability will be limited in the aggregate to the amount paid by you for the Training Services during the twelve (12) month period preceding the event giving rise to such liability. This limit does not apply to any liability we may have for death or personal injury resulting from our negligence or for fraudulent misrepresentation.
- **7.11** You are responsible for ensuring that your computer system meets all relevant technical specifications necessary to use the System as stated in the Systems Requirement Document. You also understand that we cannot and do not guarantee or warrant that any material

available for downloading from the System will be free from infection, viruses and/or other code that has contaminating or destructive properties. You are responsible for implementing sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your particular requirements for the accuracy of data input and output.

- **7.12** The limitations and exclusions in this Clause (the Warranties and Liability Clause) do not affect your non-excludable statutory rights which shall only apply to the minimum extent permitted by applicable law.
- **7.13** You represent, warrant and undertake that:
 - (a) you own or have obtained all the rights in Your Material necessary to grant to us the rights set out in this Agreement, including, without limitation, Clause 8.3;
 - (b) Your Material and its use by us does not and will not contravene or breach any applicable law, regulation, code of practice or industry standard including, without limitation, investment or financial services legislation or consumer or trade regulation or data protection legislation; and
 - (c) Your Material and its use by us does not and will not infringe any Intellectual Property Rights or other rights of any person, nor is it obscene, defamatory, libellous or slanderous, nor will it cause injury to, invade the privacy of or otherwise violate other rights of any person.
- **7.14** You hereby indemnify us without limit and on demand against all losses, damages, claims, costs (including legal costs) and judgments in any jurisdiction which we may incur as a result of any breach by you of Clause 7.13.
- **8. Intellectual Property**
- **8.1** All Intellectual Property Rights in the System, excluding Intellectual Property Rights in Your Materials, will remain at all times our property. The Training Materials are protected by UK and international copyright laws and other Intellectual Property Rights. The owner of these rights, excluding Intellectual Property Rights in Your Materials, is Thomson Reuters GRC or other third party licensors. All product and company names and logos contained within our Website or the System are the trade marks, service marks or trading names of their respective owners, including us.
- **8.2** All Intellectual Property Rights in Your Material will remain your property (or the property of your licensor(s) where applicable).
- **8.3** You hereby grant to us a non-exclusive, irrevocable, worldwide, royalty-free licence to use, copy, cache, store, display and reproduce Your Material (including all Intellectual Property Rights therein) for the purpose of fulfilling our obligations under this Agreement.
- **8.4** You permit us to use your business name in our publicity literature and on our Website and on our client list. If you do not want us to use your business name for these purposes, you must give written notice to the addresses specified in clause 13.
- **9. Data Protection**
- **9.1** You undertake to ensure that your use of the Training Services is compliant with all applicable laws, including but not limited to e-commerce, data protection, fraud and anti-money laundering legislation.
- **9.2** Thomson Reuters GRC will only process Personal Data for the Purposes. The following applies to any data you provide to Thomson Reuters GRC, for example, in completing the Sales Order Form.
- **9.3** You authorise us and you shall procure that we are authorized to use, store or otherwise process any Personal Data which relates to and/or identifies you and/or your employees, including but not limited to your name and address or the names and addresses of your employees, to the extent reasonably necessary to provide the Training Services and any other related Thomson Reuters GRC services. If you or your employees send us personal correspondence such as e-mails or letters then we may collect this information into a file specific to you.
- **9.4** You must ensure and, where relevant, procure that your employees ensure that the Personal Data provided to us is accurate and complete and that all registration details (where applicable) contain the correct name(s), address(es) and other requested details. For more information about how we deal with the Personal Data, please read our Privacy Policy.
- **9.5** The Privacy Policy forms part of these terms and conditions. [Click here to read our Privacy Policy](#). If you are located outside of the United Kingdom, please note that information that you provide to us is being sent to the UK. By subscribing to the Online Service or by completing the Sales Order Form, you consent to your data being sent to the UK.
- **9.6** By accepting these terms and conditions, you agree and, where relevant, shall procure that your employees agree to the processing and disclosure of the Personal Data for the Purposes. You also agree and, where relevant, shall procure that your employees also agree that the Purposes may be amended to include other uses or disclosures of Personal Data following notification by means of a notice on our Website, which should be checked regularly. If you or, where relevant, your employees would like to review or modify any part of the Personal Data which we hold relating to you or your employees then please contact our Client Support team.

- **9.7** We have in place and will maintain for the duration of these terms and conditions appropriate technical and organisational measures against the accidental, unauthorized or unlawful processing, destruction, or disclosure of Personal Data and adequate security programmes and procedures to ensure that unauthorized persons do not have access to any equipment used to process Personal Data.
- 10. Confidentiality
- **10.1** Save as is otherwise required by law or any regulatory authority, each party undertakes to the other that during the term of these terms and conditions and thereafter, it will keep secret and will not without the prior written consent of the other party, disclose to any third party any Confidential Information learned by the recipient party or disclosed to the recipient party by such other party pursuant to or otherwise in connection with these terms and conditions except insofar as any such Confidential Information shall (otherwise than by breach of these terms and conditions) be in the public domain or subsequently comes lawfully into the possession of the recipient party from a third party without the imposition of any duty of confidentiality by such third party.
- 11. Term and Termination
- **11.1** We agree to provide the System to you for the period as stated in the Sales Order Form (such period in these terms also being referred to as "contract period").
- **11.2** We may terminate or suspend your use of the System at any time if you are found in breach or we have reasonable grounds to believe that you are in breach of any of these terms, including without limitation the prohibition on sharing or disclosure of username(s) and password(s) set out in the Registration and Security clause and the Access to the System and Availability of the Training Service clause. In these circumstances you will not be entitled to any refund
- **11.3** If you are notified of termination of your rights of use, you must immediately destroy all of your copies of the Training Materials and any relevant Training Services.
- **11.4** Where during the term of this Agreement we discontinue, suspend or terminate your access to the System otherwise than in accordance with Clause 11.2 we shall refund to you the pro rata share of the Fee paid by you which relates to the unexpired part of the term in relation to which the Fee was paid excluding any applicable costs incurred prior to the provision of such access (which are duly brought to your notice).
- **11.5** If we terminate this Agreement due to your breach, you must pay to us immediately all charges which are due to us under this Agreement.
- 12. General Provisions
- **12.1** We may assign, novate or subcontract any or all of our rights and obligations under this Agreement at any time.
- **12.2** We may alter these terms and conditions from time to time and we will give you notice of such alterations by posting the new version of the terms and conditions on the Website, following which all use of the System will be governed by that version.
- **12.3** These terms and conditions together with the Privacy Policy and the Sales Order Form, if any, are the whole agreement between you and Thomson Reuters GRC. This Agreement supersedes all previous agreements or arrangements (including any proposals) between us. You acknowledge that you have not entered into these terms and conditions in reliance upon any warranty or representation made by us or any other person that is not contained in these terms and conditions, Privacy Policy and/or Sales Order Form and you waive any rights to damages/rescission you may have for misrepresentation (other than a fraudulent misrepresentation).
- **12.4** If any term or provision in this Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of this Agreement but the validity and enforceability of the remainder of this Agreement shall not be affected.
- **12.5** If you have entered into this Agreement with Thomson Reuters GRC UK Limited, this Agreement shall be governed by and interpreted in accordance with the laws of England and in the event of a dispute you submit to the exclusive jurisdiction of the English courts. If you have entered into this Agreement with Thomson Reuters GRC, this Agreement shall be governed by and interpreted in accordance with the laws of the State of New York without reference to principles of conflict of laws, and in the event of a dispute you submit to the exclusive jurisdiction of the federal or state courts of competent jurisdiction located in the State of New York, County of New York.
- **12.6** Failure by either party to exercise any right or remedy under these terms and conditions does not constitute a waiver of that right or remedy.
- **12.7** We will not be liable for failure to perform these terms and conditions because of something beyond our reasonable control including but not limited to technical failure, lightning, flood, or exceptionally severe weather, fire or explosion, civil disorder, war, or military

operations, natural or local emergency, anything done by government or other competent authority or industrial disputes of any kind.

- **12.8** The terms of this Agreement are not intended to benefit anyone other than the parties to this Agreement and, in particular, no term shall be enforceable by a third party under the Contracts (Rights of Third Parties) Act 1999 or any similar laws in any jurisdiction.
- **12.9** No remedy conferred by any provisions of this Agreement is intended to be exclusive of any other remedy and each and every such remedy will be cumulative and will be in addition to every other remedy given under this Agreement or now or hereafter existing in law or in equity or by statute or otherwise.
- 13. Notices
- **13.1** All notices and any other communications required pursuant to this Agreement shall be given in writing and in the English language to:

(a) our client support team at the appropriate e-mail or postal address, as set out below, where we are the addressee:

Client Support e-mail address: grc.crr.clientsupport@thomsonreuters.com.

Thomson Reuters GRC postal addresses:

Thomson Reuters GRC (UK)

Third Floor

Vintners' Place

68 Upper Thames Street

London

EC4V 3BJ

UK

Thomson Reuters GRC (USA)

1250 Broadway

Suite 1902

New York

NY 10001

USA or,

- (b) the e-mail or postal address you have provide to us, where you are the addressee.
- **13.2** A notice shall be deemed to have been received: (i) if posted to an addressee located in the same country as the sender, three (3) Business Days after the date of posting; (ii) if posted to an addressee located in a different country to the sender, three (3) Business Days after the date on which the notice arrives within the postal system of the country in which the addressee is located; or (iii) if sent by e-mail, on the Business Day during which the addressee received the e-mail in full or on the next Business Day if the e-mail was not received during a Business Day.

These terms and conditions were last amended on January 1, 2011.