

SCHEDULE 1

Dow Jones Terms

The terms set out in this End User Agreement (“EUA”) apply to the Dow Jones Data, which shall be considered as Data for the purpose of the agreement between the Customer and ComplianceAssist (the “Agreement”). Unless otherwise defined in EUA, any defined terms shall have the meanings given in the Agreement.

In this EUA, the following terms shall have the following meanings:

“**Dow Jones Data**” means personal data (full name, maiden name or AKAs, place and date of birth, country of residence and country of citizenship, occupation and information on additional roles and the relationship (if applicable) to a public figure) compiled and maintained by Dow Jones on data subjects, including Politically Exposed Persons (PEPs) and Special Interest Persons (SIPs) which includes individuals due to his/her prominence in the news owing to his/her involvement in selected criminal activity:

“**Dow Jones**” means Factiva Limited, a company incorporated in England and Wales under number 3773253 and with registered address at The News Building, 1 London Bridge Street, SE1 9GF London, England, acting on behalf of Dow Jones & Company, Inc. and any of its affiliated companies; and

“**Permitted User**” means an individual authorised to access and use the Dow Jones Data and who is either: (a) an individual employee of the Customer; (b) an individual performing the functions of an employee on a temporary basis, independent contractor or consultant, in each case who is performing work for the Customer; [or (c) an individual working for a company engaged by the Customer (“**Third Party Contractor**”) to perform research using the Dow Jones Data on the Customer’s behalf, for the benefit of the Customer] provided that the Customer: (i) assumes full responsibility and liability for the acts and omissions of all Permitted Users [and the Third Party Contractor], as if such acts and omissions were committed or made by the Customer; and (ii) ensure that the Third Party Contractor and all Permitted Users use the passwords (provided by the Customer) only on a dedicated basis for the Customer.

1. Licence

1.1 ComplianceAssist will supply the Dow Jones Data to the Customer from the Start Date for the Dow Jones Data set out in the Customer Agreement and grants to the Customer a non-exclusive, non-transferable, non-sub licensable, non-assignable licence to use the Dow Jones Data subject to the terms and conditions of the Agreement and this EUA.

1.2 The Dow Jones Data contains information derived from publicly available sources, and will be regularly up-dated ComplianceAssist as updates are received from Dow Jones. Dow Jones retains control and ownership of the form and content of the Dow Jones Data, and although Dow Jones may alter the Dow Jones Data from time to time, its fundamental nature will not be changed. The Customer and Permitted Users [and Third Party Contractor] will not, under the Agreement and this EUA acquire any ownership rights in the Dow Jones Data.

2. Terms of use

2.1 The Customer and Permitted User [and Third Party Contractor] shall use the Dow Jones Data in strict compliance with applicable laws and regulations within the jurisdictions in which it accesses and uses the Dow Jones Data. The Customer shall ensure that the Dow Jones Data shall only: (a) be accessed by Permitted Users [and/or a Third Party Contractor]; and (b) be used for the legitimate interests of the Customer and particularly for the purposes of assisting in complying with legal duties and regulations which apply to the Customer such as due diligence, anti-money laundering, “know your customer” compliance or similar regulatory screening obligations.

2.2 Except to the extent permitted or required for the Customer’s permitted use under section 2.1, the Customer and/or Permitted Users [and/or Third Party Contractor] shall not: (a) reproduce, distribute, display, sell, publish, broadcast or circulate the Dow Jones Data to any third party, nor make the Dow Jones Data available for any such use; or (b) create or store in electronic form any library or archive of the Dow Jones Data save that, and notwithstanding anything to the contrary, the Customer shall be entitled to retain copies of the Dow Jones Data necessary for archival, regulatory and/or compliance purposes. The Customer’s right to retain such copies as set forth above shall survive termination/expiration of this EUA provided that it no longer actively uses the Dow Jones Data.

2.3 The parties agree that upon termination of the provision of the Dow Jones Data and unless otherwise provided by subject applicable legal or regulatory restrictions, the Customer shall return or destroy all Dow Jones Data together with any copies, and certify in writing to ComplianceAssist the completion of this process. In the case where the Customer is required by law or regulation to keep copies of some of the Dow Jones Data, the Customer guarantees the confidentiality of the Dow Jones Data and will not use the Dow Jones Data for any other purpose.

3. Data Protection principles

3.1 The Customer shall comply with all applicable laws and regulations within the jurisdictions, in which the Customer processes the Dow Jones Data, and the Data Processing Principles set out below. The Customer acknowledges that an individual who is included in the Dow Jones Data (an “**Individual**”) can enforce in his/her country of establishment this provision against the Customer with respect to its personal data. Any person acting under the authority of the Customer, including a data processor, shall be obligated to process the Dow Jones Data only on instructions from the Customer and on terms no less stringent than those set out in the Data Processing Principles below.

3.2 Upon reasonable request of ComplianceAssist, the Customer will submit its data processing facilities, data files and documentation needed for processing to review, audit and/or certification by ComplianceAssist (or any independent or impartial inspection agents or auditors, selected by ComplianceAssist and not unreasonably objected to by the Customer) to ascertain compliance with the warranties and undertakings in this EUA, with reasonable notice and during regular business hours. Such request will be subject to any necessary consent or approval from a regulatory or supervisory authority within the country of the Customer, which consent or approval the Customer will attempt to obtain in a timely fashion.

4. Warranties

ComplianceAssist shall make reasonable efforts to ensure that the Dow Jones Data is up to date. While ComplianceAssist will use its reasonable efforts to ensure that the Dow Jones Data is complete, ComplianceAssist cannot warrant that the Dow Jones Data includes a complete or accurate archive of every public figure or their associates in each country. Except as specified in this EUA all express or implied representations, warranties, conditions and undertakings in relation to the provision of the Dow Jones Data are excluded.

5. Customer Information

Please note that ComplianceAssist will report to Dow Jones the name of the Customer and the number of name queries screened against the Dow Jones Data, but not its nature. This information will only be used by Dow Jones to verify the relevant usage of the Dow Jones Data and the payments due and payable to Dow Jones in this respect. Dow Jones shall not disclose such information to any third party, other than to members of its group companies, or use them for any other purpose whatsoever and will treat this information as Confidential Information.

DATA PROTECTION PRINCIPLES

1. **Purpose limitation:** Personal Data may be processed and subsequently used or further communicated only for the following purposes: (a) assisting in complying with legal duties and regulations which apply to the Subscriber Group; (b) performing a statutory role as a Governmental organization; or (c) performing law enforcement duties. If the Subscriber or a member of the Subscriber Group is processing special categories of data, defined under Article 8 of the European Directive 95/46/EC as personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, and the processing of data concerning health or sex life ("Sensitive Data"), it shall only process it for the purpose of preventing fraud or a similar crime (the "Purposes").

2. **Personal Data quality and proportionality:** Personal Data must be accurate and, where necessary, kept up to date. Personal Data must be adequate, relevant and not excessive in relation to the purposes for which they are transferred and further processed.

3. **Transparency:** Individuals must be provided with information necessary to ensure fair processing (such as information about the purposes for processing and about the transfer), unless such information has already been given by ComplianceAssist

4. **Security and confidentiality:** Technical and organisational security measures must be taken by the Customer that are appropriate to the risks, such as against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, presented by the processing. This obligation shall not apply where the Customer is accessing services via the hosted solutions of ComplianceAssist

5. **Rights of access, rectification, deletion and objection:** An Individual must, whether directly or via a third party, be provided with the Dow Jones Data about him/her that an organisation holds, except for requests which are manifestly abusive, based on unreasonable intervals or their number or repetitive or systematic nature, or have been dismissed by the relevant data protection authorities, or when doing so would be likely to seriously harm the interests of the Customer or other organisations dealing with the Customer and such interests are not overridden by the interests for fundamental rights and freedoms of the Individual. The sources of the Dow Jones Data need not be identified when this is not possible by reasonable efforts, or where the rights of persons other than the Individual would be violated. An Individual must be able to have the Dow Jones Data about him/her rectified, amended, or deleted where it is inaccurate or processed against these principles. If there are compelling grounds to doubt the legitimacy of the request, ComplianceAssist or the Customer may require further justifications before proceeding to rectification, amendment or deletion. Notification of any rectification, amendment or deletion to third parties to whom the Dow Jones Data has been disclosed need not be made when this involves a disproportionate effort. The burden of proof for any refusal rests on the Customer or ComplianceAssist and the Individual may always challenge a refusal before the relevant data protection authorities.

6. **Sensitive Data:** The Customer shall take such additional measures (e.g. relating to security) as are necessary to protect such Sensitive Data in accordance with its obligations under the Agreement or this EUA.

7. **Automated decisions:** For purposes hereof "automated decision" shall mean a decision by ComplianceAssist or the Customer which produces legal effects concerning an Individual or significantly affects an Individual and which is based solely on automated processing of Dow Jones Data intended to evaluate certain personal aspects relating to him/her, such as his/her performance at work, creditworthiness, reliability, conduct, etc. The Customer shall not make any automated decisions concerning Individuals, except when: (a) (i) such decisions are made by the Customer in entering into or performing a contract with the Individual, and (ii) the Individual is given an opportunity to discuss the results of a relevant automated decision with a representative of the parties making such decision or otherwise to make representations to that parties; or (b) where otherwise provided by applicable laws or regulations.