



## PRIVACY EXHIBIT TO PURCHASE ORDER TERMS AND CONDITIONS

1. **Scope of Applicability.** The Privacy Exhibit ("Exhibit") is applicable for Products or Services where a Seller is processing Thomson Reuters Data provided by or on behalf of Thomson Reuters. The PO governs this Exhibit; where this Exhibit conflicts with the PO, the Exhibit governs.
2. **Definitions.** "BCR" means the binding corporate rules to which the Seller and its Affiliates may be party to, and which are both internally and externally binding for the benefit of Data Subjects and have been approved by all relevant regulators. "Data Protection Laws" mean all applicable laws, standards and regulations governing the Processing of Personal Information, as may be amended or enacted from time to time, including, but not limited to: the EU General Data Protection Regulation 2016/679 ("GDPR"); any national laws which implement the GDPR; the UK Data Protection Act 2018; the U.S. Health Insurance Portability and Accountability Act ("HIPAA"); the U.S. Gramm-Leach-Bliley Act ("GLBA"); the California Consumer Privacy Act of 2018 ("CCPA"); the Canadian Personal Information Protection and Electronic Documents Act ("PIPEDA"); the Australian Federal Privacy Act of 1988 and Privacy Amendment (Enhancing Privacy Protection) Act 2012; the Swiss Federal Act on Data Protection ("DPA"); the Argentina National Constitution and The Personal Data Protection Law No. 25,326 ("PDPL") (and its regulatory presidential decrees); India's Information Technology Act 2000; Japan's Act on Protection of Personal Information ("APPI"); Brazilian Personal Data Protection Law ("LGPD"); the Payment Card Industry Data Security Standard ("PCI DSS"); any fair information practices for handling, storing or managing data with privacy, security, and fairness that are incorporated into the foregoing or any other applicable laws or regulations (including, but not limited to, the Australian Privacy Principles, PDPL imposed data protection principles, and any similar regulatory authority responsible for the enforcement of data protection laws); and, where applicable, any guidance and codes of practice issued by any standards authority or government regulator or authority established in a particular jurisdiction which govern the Processing of Personal Information. "Data Subject Request" means any request by or on behalf of a unique person who can be identified, directly or indirectly, by Personal Information or to whom the Personal Information relates ("Data Subject") to exercise the rights afforded to them by Thomson Reuters or by Data Protection Laws, including, but not limited to, the right to complain, receive contact information for the purposes of handling complaints, right to access, right to notice, right to deletion and/or the right to be forgotten, right to opt out of certain Processing, and other rights. "Personal Information" means any information relating to an identified or identifiable natural person; an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that person; personal Information includes information that could reasonably be linked, directly or indirectly, or inferred, with a particular consumer or household. "Process" (and its derivatives) means any operation or set of operations that is performed upon Thomson Reuters Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction. "Sensitive Personal Information" means any Personal Information that requires additional protection under applicable Data Protection Laws as a result of its sensitive nature, including, without limitation, information concerning an individual's racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, physical or mental health, sex life or orientation, criminal records, financial account numbers, account passwords or voice mail access codes, medical records, biometric and genetic information, date of birth and government-issued identification numbers (such as U.S. Social Security numbers or other national insurance or identification numbers, driver's license numbers, and passport numbers). "Thomson Reuters Data" means all electronic data or information submitted or made available by Thomson Reuters, its agents, customers, suppliers, contractors, and outsourcers to Seller; Thomson Reuters Data includes Personal Information and Sensitive Personal Information.
3. **Data Security.** Unless otherwise agreed by Thomson Reuters and Seller, all Thomson Reuters Data is and shall remain the exclusive property of Thomson Reuters. Seller shall collect, use, access, maintain, and disclose or share Thomson Reuters Data only for the benefit of Thomson Reuters, and only to the extent strictly necessary to perform its obligations under this Exhibit and PO, or as otherwise required by law and only in accordance with documented instructions contained in this Exhibit or received from Thomson Reuters from time to time in writing. Seller may not otherwise use or modify the Thomson Reuters Data, merge it with other data, commercially exploit it, disclose it, transfer it across international borders or do any other thing that may in any manner adversely affect the integrity, security or confidentiality of such Thomson Reuters Data, other than as expressly specified herein or as directed by Thomson Reuters in writing. Furthermore, Seller shall not maintain a copy of any Thomson Reuters Data, and shall not otherwise remove or duplicate any Thomson Reuters Data hereunder except as allowed under this Exhibit, the PO, or by the express written permission of Thomson Reuters. Upon the PO termination and if requested by Thomson Reuters, Seller shall return any Thomson Reuters Data under Seller's care to the control of Thomson Reuters or, if authorized and by providing a written certification of such, shall discard, destroy, and otherwise dispose of Thomson Reuters Data, making such data unrecoverable, in a secure manner to prevent unauthorized handling of the Thomson Reuters Data consistent with Thomson Reuters policies, applicable industry standards and/or applicable law. Seller may retain a copy of Thomson Reuters Data only to the extent it is obliged to so by Data Protection Laws. In addition, in so far as Seller Processes any Thomson Reuters Data on behalf of Thomson Reuters, Seller shall implement and maintain current and appropriate technical and organizational measures to protect the Thomson Reuters Data against accidental, unauthorized or unlawful processing and against accidental loss, destruction, damage, alteration, disclosure or access. Seller shall: (i) oblige its employees, agents or other persons to whom it provides access to Thomson Reuters Data to keep it confidential in accordance with the PO; and (ii) before transferring the Thomson Reuters Data to any sub-processors, require such sub-processors to enter into a written contract with Seller which imposes obligations equivalent to Seller's PO obligations with respect to the Thomson Reuters Data (including as set out in this Exhibit). Seller shall ensure the sub-processor complies with such obligations (including by auditing or otherwise taking steps in accordance with good industry practice to confirm such compliance at least annually). Upon request from Thomson Reuters, Seller shall confirm the timing, scope and findings of any such audit or confirmation exercise. Seller consents to Thomson Reuters disclosing the existence and nature of this relationship as required by Data Protection Laws.
4. **Seller Data Privacy.** Seller shall: (i) not process Personal Information for purposes other than the PO purposes unless required by Data Protection Laws (or in the case of Personal Information originating solely from outside of the European Union, unless required by the laws of the country from which the relevant Personal Information originated). Where any such requirement is placed on Seller, it shall provide prior notice to Thomson Reuters unless the relevant law prohibits the giving of notice on important grounds of public interest; (ii) not allow Personal Information to be taken from Seller premises, copied, or downloaded unless approved by Thomson Reuters in writing and only when required to meet Seller's obligations set forth in the PO; (iii) assist Thomson Reuters to comply with its own data security obligations under Data Protection Laws; (iv) use pseudonymisation and encryption of Thomson Reuters Personal Information, where appropriate; (v) inform Thomson Reuters if, in its opinion, Thomson Reuters instructions would be in breach of Data Protection Laws; (vi) provide reasonable assistance to Thomson Reuters to allow it to conduct privacy impact assessments and to respond to requests from individuals exercising their rights under Data Protection Laws; and (vii) on request from Thomson Reuters, provide evidence of its and its subcontractors' compliance with the provisions of this Exhibit.

5. **European Union or UK Personal Information.** Where Personal Information is located within, or originates from, the European Union (EU) or European Economic Area (EEA), or the United Kingdom (UK), Seller may transfer any such Personal Information to any country or territory outside the EEA, or the UK (as the case may be). The parties hereby agree to the terms of the [EU/EEA Standard Contractual Clauses](#) and the [UK Standard Contractual Clauses](#), incorporated herein by this reference. The parties agree Thomson Reuters is the exporting organization and Seller is the importing organization. The relevant information for the Annexes and Appendices of each of the Standard Contractual Clauses are contained in the PO. Alternatively, transfers may be facilitated subject to Seller's approved and maintained BCR, or where transfers involve an adequate country recognized by the EU (or UK as the case may be) authorities.
6. **Non-EU, Non-EEA, or Non-UK Personal Information.** Where Personal Information is located in a non-EU, non-EEA-, or non-UK country or territory that has enacted Data Protection Law(s) restricting transfers of or access to Personal Information, Seller shall cooperate with Thomson Reuters to execute any agreements and to implement all processes and measures that Thomson Reuters deems appropriate to comply with such country's Data Protection Law(s).
7. **Opt-In Consent.** Where applicable to the services provided, Seller shall ensure that, in accordance with applicable law and/or Thomson Reuters policies and procedures, all Personal Information Processed on behalf of Thomson Reuters by Seller shall originate from individuals and entities (including, without limitation, contractors) who Seller has properly notified and who have provided appropriate consent to the collection, access, use, maintenance and/or disclosure of the Personal Information. Unless otherwise agreed in writing by Thomson Reuters and Seller, the appropriate type of consent shall be express ("opt-in") consent.
8. **Data Subject Requests.** Seller shall: (i) promptly (within five days) notify Thomson Reuters if Seller, its affiliates, or any sub-processor receives a Data Subject Request or a notification or complaint from a regulatory agency with respect to Thomson Reuters Data or the activities under the PO; (ii) not honor or effectuate a Data Subject Request without Thomson Reuters' prior written consent (which shall not unreasonably be withheld); (iii) not directly respond to any Data Subject Request or notification or complaint from a regulatory agency, except upon the written instructions of Thomson Reuters, or as required by the Data Protection Laws; and (iv) promptly cooperate with Thomson Reuters with respect to any Data Subject Request or notification or complaint from a regulatory agency, including without limitation, providing all reasonably requested information or effectuating any Data Subject Request passed through from Thomson Reuters to Seller, its affiliates, or any sub-processor with respect to Thomson Reuters Data.
9. **CCPA Requirements.** Seller acknowledges and agrees that Thomson Reuters has engaged Seller as a Service Provider (as defined in CCPA) and has provided Personal Information of Californian Consumers (as defined in CCPA) to Seller under the PO for a Business Purpose (as defined in CCPA). Seller further agrees that, to the extent permitted to Process Personal Information in accordance with this Exhibit: (i) it shall only Process any Personal Information either for the purposes of providing the Services, or for a permissible Business Purpose under CCPA; (ii) it shall not otherwise, directly or indirectly, collect, retain, use, or Process any Personal Information; and (iii) notwithstanding anything to the contrary in this Exhibit, it shall not, directly or indirectly, Sell (as defined in CCPA) any Personal Information. Seller agrees that, on an annual basis, it shall certify in writing that: it has, at all times, complied with and is currently in compliance with the terms of this Exhibit; and it is otherwise in compliance with CCPA to preserve its status as a Service Provider thereunder and it is not, after reasonable due diligence, aware of any facts or events which would jeopardize its status as a Service Provider under CCPA.
10. **General Compliance.** The parties shall, and Seller shall ensure that each of the sub-processors shall, comply at all times with the Data Protection Laws and shall not perform their obligations under this PO in such a way as to cause either party to breach any of its obligations under any applicable Data Protection Laws.
11. **Audit Rights.** Seller shall, at Thomson Reuters' request, permit Thomson Reuters or its external advisers, and regulators of Thomson Reuters or its customers, (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit Seller's data processing activities and those of Seller's agents, affiliates and sub-processors, to verify that Seller is in compliance with its obligations under this Exhibit. Except in the case of urgency (including in the event of a request from a regulator, or an actual or suspected security breach, data loss or misappropriation of Thomson Reuters Data) and unless it would seriously hamper the purpose of the audit, Thomson Reuters shall use reasonable endeavors to give Seller at least two business days' notice of when the audit will be conducted and an estimate of the audit's duration. Seller shall provide all reasonable assistance to, and co-operate with, the auditor. Seller shall provide access to premises, personnel and relevant systems, and copies of any relevant information. Each party shall bear their own costs of audit, except where the auditor finds that Seller has materially breached this Exhibit, in which case Seller shall bear all costs of the audit; and if the audit reveals material non-compliance with this Exhibit, Thomson Reuters may exercise its termination rights underneath the PO.
12. **Breach Notification.** Seller shall promptly notify Thomson Reuters, by emailing [privacy.enquiries@thomsonreuters.com](mailto:privacy.enquiries@thomsonreuters.com), in the event that it becomes aware of, or reasonably suspects: (i) any breach of Data Protection Laws by Seller or any of its sub-processors in connection with the PO; (ii) any breach of this Exhibit; or (iii) any unusual activity that represents an actual or potential security threat or security breach on devices or systems hosting Thomson Reuters Data or otherwise being used to deliver services. If any of the foregoing events occur, Seller shall conduct a thorough investigation of such incident, document the steps for any needed remediation, provide the results of its analysis to Thomson Reuters promptly following the investigation, and implement the needed remediation on the timescales specified by Thomson Reuters. Seller shall assign one or more Seller personnel, and communicate to Thomson Reuters the name(s) of such Seller personnel, to manage security breach communications. In the event of a breach, such Seller personnel will be available to Thomson Reuters 24 hours a day, 365 days a year, to facilitate and respond to issues related to any breach. Seller shall bear all costs that Thomson Reuters incurs related to a security breach or data protection incident arising from or related to Seller's breach of its obligations under the PO and this Exhibit, including without limitation: costs to conduct an investigation, cost to notify consumers and others required by law or Thomson Reuters policy, and all fines and penalties.