

**PRIVACY EXHIBIT TO
PURCHASE ORDER TERMS AND CONDITIONS ("PO")**

1. Scope of Applicability. This Privacy Exhibit ("Exhibit") (as may be updated by LSEG from time to time) is applicable for Products or Services where a Seller is processing LSEG Data provided by or on behalf of LSEG. The PO governs this Exhibit; where this Exhibit conflicts with the PO, this Exhibit shall govern.

2. Definitions. "Data Protection Laws" mean all applicable laws, standards and regulations governing the processing of Personal Information and security, including the General Data Protection Regulation ((EU) 2016/679), the Data Protection Act 2018, and UK GDPR as defined therein, the California Consumer Privacy Act of 2018 (as amended from time to time), the Hong Kong Personal Data (Privacy) Ordinance (Cap 486) and the China Personal Information Protection Law ("PIPL") and any applicable law in China (for the purpose of this Exhibit only, reference to "China" excludes Hong Kong SAR, Macau SAR and Taiwan) relating to cyber-security or the use of personal information, in each case as may be amended or enacted from time to time. "Personal Information" means any information relating to an identified or identifiable natural person (as well as other information defined as "personal data," "personal information" or equivalent term under Data Protection Laws); an identifiable person is one who can be identified, directly or indirectly ("Data Subject"). "Process" and its derivatives, means any operation or set of operations that is performed upon LSEG Data, whether or not by automatic means, such as access, 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. "LSEG Data" means all electronic data or information submitted or made available by LSEG, its agents, customers, suppliers, contractors, and outsourcers to Seller. Capitalised terms used but not defined herein shall have the meaning given to them in the PO.

3. Data Processing Requirements. All LSEG Data is and shall remain the exclusive property of LSEG who, unless otherwise agreed in the PO, appoints the Seller to Process LSEG Data on its behalf. The parties agree: (i) the subject matter and duration of processing of any Personal Information is set out in the PO; (ii) the nature of processing is those operations (including recording, storage etc by manual and automated means) necessary to provide the Products or Services; (iii) the purpose is to give effect to the PO; (iv) the Data Subjects may include employees or customers and the types of Personal Information may include names, contact information or other Personal Information, each as indicated by Seller from time to time and agreed with LSEG in advance. No Special Category Data will be processed. Seller shall:

3.1 Process LSEG Data only to the extent strictly necessary to perform its obligations under this Exhibit and PO and only in accordance with LSEG's documented instructions contained in this Exhibit, any PO or received from LSEG from time to time in writing or as otherwise required by law (which, for EU or UK originating LSEG Data shall be limited to laws of the European Union and Member States or laws of the United Kingdom respectively). Seller shall provide prior notice to LSEG of such other legal requirement unless the relevant law prohibits the giving of notice on important grounds of public interest. LSEG instructs the Seller to process LSEG Data in accordance with Data Protection Laws, providing the same level of privacy protection as is required by such Data Protection Laws, and for the benefit of LSEG only. Seller shall inform LSEG if, in its opinion, LSEG's instructions would be in breach of Data Protection Laws.

3.2 not modify the LSEG Data, merge it with other data, commercially exploit it, or do anything that may in any manner adversely affect the security, integrity, availability, or confidentiality of LSEG Data, other than as expressly instructed by LSEG in writing.

3.3 implement and maintain appropriate technical and organizational measures in line with the state of the art, best industry practice and Data Protection Laws to protect LSEG Data against accidental, unauthorized or unlawful processing and against any loss (whether temporary or permanent, including unavailability), destruction, damage, alteration, disclosure or unauthorised access (including (i) pseudonymisation and encryption and multi-factor authentication; (ii) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; (iii) the ability to restore the availability and access to LSEG Data in a timely manner in the event of a physical or technical incident; and (iv) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security, confidentiality, integrity, availability and resilience of the processing). Seller shall also assist LSEG to comply with its data security obligations under Data Protection Laws and shall comply with LSEG's information security requirements and third-party security standards as notified by LSEG to the Seller from time to time.

3.4 keep confidential and oblige its employees, agents or other persons to whom it provides access to LSEG Data to keep it confidential in accordance with the PO and this Exhibit and provide sufficient training to such individuals so that they understand the importance of ensuring LSEG Data is sufficiently protected in accordance with this Exhibit.

3.5 notify LSEG (and send a copy of such notice to privacy.enquiries@lseg.com without undue delay after becoming aware of: (i) any accidental or unlawful destruction, loss (whether temporary or permanent, to include unavailability), alteration, unauthorised disclosure of, or access to LSEG Data; and/or (ii) a breach of Data Protection Laws or this Exhibit by Seller or any of its sub-processors, each and/or together an "Incident". In the event of an Incident, Seller shall: **(a)** conduct a thorough investigation, document the steps needed for remediation, provide the results of its analysis to LSEG promptly following the investigation, and implement the needed remediation within the timescales specified by LSEG, **(b)** assign sufficient Seller personnel, and communicate to LSEG the name(s) of such Seller personnel, to manage relevant communications (and assist in any notifications required pursuant to Data Protection Laws) and be available to LSEG 24 hours a day and 365 days a year to facilitate the response to the Incident; and **(c)** bear all costs that LSEG incurs related to an Incident arising from or related to Seller's or its sub-processors breach of its obligations under the PO and this Exhibit, including (without limitation) costs to conduct an investigation, perform credit monitoring, and notify impacted data subjects and others (including regulators) as required by law or LSEG.

3.6 in the event it receives a request from an individual to exercise their rights under Data Protection Laws, in relation to LSEG Data, notify LSEG within three days and support LSEG (through appropriate technical and organisational measures) in responding.

3.7 before engaging any sub-processors, Seller shall:

(a) notify LSEG at least 60 days in advance giving LSEG an opportunity to object. To object to a sub-processor, LSEG may notify Seller and Seller shall work with LSEG, acting reasonably, to resolve its objections. Seller shall not engage the proposed sub-processor until such objections are resolved. If the objections are not resolved within one month of the date of the notice, LSEG, can: (i) terminate the PO without cost or liability pursuant to its terms; (ii) cease using the Products or Services for which Seller has engaged the Sub-processor, otherwise Seller will recommend a commercially reasonable change to LSEG's configuration or use of the relevant Products or Services to avoid processing of LSEG Data by the proposed sub-processor;

(b) require such sub-processors to enter into a written contract with Seller which imposes obligations equivalent to Seller's obligations in this PO with respect to the LSEG Data (including as set out in this Exhibit); and

(c) confirm to LSEG that Seller has conducted sufficient due diligence to verify that the sub-processor has provided sufficient guarantees to implement appropriate technical and organisational measures to protect the LSEG Data.

Seller shall ensure the sub-processor complies with such obligations (including by auditing or otherwise taking steps in accordance with best industry practice to confirm such compliance at least annually) and shall remain fully liable to LSEG for the performance of any sub-processors' obligations.

3.8 assist LSEG to allow it to conduct any impact assessments required in accordance with Data Protection Laws and engage in prior consultations with supervisory authorities.

3.9 at any time on request by LSEG and in any event on termination of the PO, securely return any LSEG Data to LSEG or another party elected by LSEG then irretrievably destroy and delete all copies of LSEG Data, making such data unrecoverable. Furthermore, Seller shall not maintain a copy of any LSEG Data and shall not otherwise duplicate any LSEG Data hereunder except as allowed under this Exhibit, the PO, or by the express written permission of LSEG.

3.10 upon request from LSEG, provide evidence of its and its sub-processors' compliance with the provisions of this Exhibit. Seller shall, at LSEG's request, permit LSEG or its external advisers, and regulators of LSEG or its customers (subject to reasonable confidentiality undertakings), to inspect and audit Seller's data processing activities and those of its sub-processors, to verify that Seller (and its sub-processors) comply with its obligations under this Exhibit and Data Protection Laws. In addition (a) except in the case of urgency (including in the event of a request from a regulator, or an actual or suspected Incident), LSEG shall use reasonable endeavours to give Seller at least five Business Days' notice of when the audit will be conducted and an estimate of the audit's duration; (b) 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; (c) 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 (d) if the audit reveals non-compliance with this Exhibit, LSEG may terminate the PO for material breach in accordance with its terms.

4. International Transfers. The Seller shall not transfer (including by permitting any remote access) LSEG Data outside of its location of origin without LSEG's prior written consent which shall be conditional upon the Seller providing evidence that such activity is being undertaken in compliance with applicable Data Protection Laws. Seller shall take all such steps (including the preparation and execution of relevant data transfer safeguards and implementation of appropriate contractual and operational measures) as are required to ensure the transfer complies with Data Protection Laws.

5. Non-EEA/UK Personal Information. Where Personal Information is located in a non-EEA or non-UK country or territory that has enacted Data Protection Law(s) restricting transfers of or access to Personal Information and/or restrictions on extra- territorial transfers, Seller shall ensure it has such additional contractual terms required to comply with such country's Data Protection Law(s) which may be addressed via special terms in the PO and shall execute such other documentation and take such steps as necessary to comply with Data Protection Laws (as required by LSEG from time to time). Without limiting the foregoing:

5.1 Where CCPA applies, Seller will not: (a) "sell" or "share" Personal Information, as those terms are defined under CCPA, and Seller agrees that LSEG is not "selling" or "sharing" Personal Information to Seller under the PO; (b) retain, use, or disclose Personal Information for any purpose other than for the purposes set out in the PO, this Exhibit and as permitted under the CCPA, including not retaining, using, or disclosing that data for a commercial purpose (as defined under the CCPA) other than providing the Services; (c) retain, use, or disclose Personal Information outside of the direct business relationship between Seller and LSEG; (d) combine Personal Information regarding an individual that Seller receives from, or on behalf of, LSEG with Personal Information Seller receives from, or on behalf of, another person, or collects from Seller's own interaction with the individual, provided, however, that Seller may combine Personal Information to perform the Services and for any permissible business purpose as defined in any relevant regulations adopted pursuant to the CCPA. To the extent LSEG discloses or otherwise makes available deidentified Personal Information to Seller, or Seller deidentifies Personal Information disclosed by LSEG, Seller shall (1) take reasonable steps to ensure deidentified data cannot be associated with an individual or household; (2) publicly commit to maintain and use the information in deidentified form and not attempt to reidentify the information; and (3) contractually obligate any further recipients to comply with all provisions of this Section 5.1. Seller certifies that it understands the requirements under this section and will comply with them. Seller hereby expressly agrees that LSEG does not have actual knowledge, or reason to believe, that Seller intends to violate, or is otherwise unwilling or unable to comply with, the CCPA. Seller shall promptly, and in no case later than five (5) business days after learning of the fact, notify LSEG if Seller determines it can no longer meet its obligations. Without limiting the foregoing, Seller will grant LSEG the right to take reasonable and appropriate steps: (i) to help ensure that Seller uses Personal Information transferred in a manner consistent with LSEG's obligations under Data Protection Laws; and (ii) to, upon notice, stop and remediate any unauthorized use and Processing of Personal Information.

5.2 Where PIPL applies, Seller shall, at LSEG's request, enter into the Standard Contract for the Cross-border Transfer of Personal Information released by the Cyberspace Administration of China ("CAC") ("China SCCs") or any agreement based on the China SCCs. Seller acknowledges that the executed China SCCs or the China SCCs based agreement may need to be submitted to the CAC for their review. Seller shall also provide to LSEG all the necessary assistance required to legitimize the transfer of Personal Information outside of China in accordance with Data Protection Laws. If certain Personal Information is not allowed to be transferred outside of China due to CAC decisions or applicable requirements under the Data Protection Laws, LSEG can terminate the PO or cease using the Products or Services which require the transfer without cost or liability pursuant to the relevant PO terms.