



COMPLIANCE PRODUCTS AND PROFESSIONAL SERVICES ADDITIONAL PRODUCT TERMS

The following additional product terms apply when the Client purchases access to the Diligent Service identified as Compliance Products and associated Professional Services (except for Compliance Training, which is governed by separate Product Terms), and any references to “Diligent Service” on this page shall be understood to refer only to such Diligent Service. Any defined terms not defined herein shall have the definitions set out in the General Terms and Conditions. To the extent that there is a conflict between these Product Terms and the General Terms and Conditions, these terms shall control. For the avoidance of doubt, the Diligent Service for purposes of these Product Terms includes Attestation Manager, COI Manager, Due Diligence Services, Gifts & Entertainment Manager, Incident Manager, Policy Manager, Policy Deploy, Third Party Manager, as well as any implementation, single sign-on, support, Professional Services or other offerings directly related to such Diligent Service, in each case to the extent identified in the Order Form.

1. DEFINITIONS

Background Rights means technology, whether patentable or otherwise, developed and/or owned by a Party prior to commencement of work under an Order Form or independently of an Order Form and all intellectual property rights in such technology.

Beneficial Owner or Beneficial Ownership means each of the following:

- Each individual (natural person), if any, who, directly or indirectly, owns 25% or more of the equity interests of a legal entity customer (i.e., the ownership prong); and
- A single individual (natural person) with significant responsibility to control, manage, or direct a legal entity customer, including an executive officer or senior manager (e.g., a Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, or Treasurer); or any other individual who regularly performs similar functions (i.e., the control prong). This list of positions is illustrative, not exclusive, as there is significant diversity in how legal entities are structured.

Client Data means all electronic data or information submitted by Client or third parties at the request of Client to the Diligent Services.

Data Controller means a natural or legal person which, alone or jointly with others, determines the purposes and means of the processing of Personal Data.

Data Processor means a natural or legal person which processes Personal Data on behalf of a Data Controller.

Data Protection Laws means all laws and regulations applicable to the Processing of Personal Data under the Agreement, including the GDPR and all other laws and regulations of any jurisdiction in which Personal Data is being Processed by Client or Diligent relating to data protection.

Due Diligence Questionnaire or DDQ means a comprehensive third-party questionnaire sent to third parties for completion as part of a third-party due diligence program.

Due Diligence Services means compliance-related investigative due diligence Professional Services of various scopes performed by Diligent as set forth in an Order Form signed by the Parties.

GDPR means Regulation EU 2016/679 of the European Parliament and of the Council of 27 April 2016, enforceable on May 25, 2018 (General Data Protection Regulation).



Implementation means a comprehensive onboarding process for new Clients, including, where applicable, Software Services configuration.

Implementation Services means implementation, configuration or set-up services performed by Diligent with respect to the Diligent Services as set forth in the applicable Documentation.

Law means all laws, regulations, and governmental orders and directives applicable to the activities contemplated by the Agreement or any Order Form(s).

Managed Services means, where identified in an Order Form signed by the Parties, Client support and professional services such as data cleansing and aggregation, risk data review and analysis, remediation projects, screening results adjudication, and compliance program support services.

Personal Data means any information relating to an identified or identifiable natural person as defined under Data Protection Laws which in each case is provided by or on behalf of the Client to Diligent in connection with Diligent's performance of the Agreement. An identifiable natural 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, an online identifier or one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

Primary Subject means either a corporate entity or Principal.

Principal means an owner or senior manager of the entity under investigation.

Process and variants of it, such as "**processing**" (whether capitalized or not) means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

Red Flag means a symbol used in Work Product to draw Client's attention to information found that may be of interest and require further evaluation by Client.

Software Services means hosted compliance-related software as a service.

Standard Support for Diligent Services means: (a) an internet-based support ticket system available for ticket submission 24 hours a day, 7 days a week and manned during Diligent's normal business hours of 8 am – 6 pm ET where a severity level is assigned and responses prioritized based on such severity level; (b) Tier 1 helpdesk for basic questions/issue resolution; and (c) Tier 2 CSM support for day-to-day business contact, escalation and business reviews.

Subcontractor means a third party engaged by or on behalf of Diligent that may perform services and/or process Client Data as part of the performance of Diligent Services.

Subject means either a corporate entity or Principal.

User Guide means (a) the general online user guide for Diligent Services, as updated from time-to-time; or (b) the custom-configured user guide created for Client during Implementation Services.

Users means individuals who are authorized by Client to use the Diligent Services and who have been supplied user credentials and passwords by Client (or by Diligent at Client's request).

Volume Order for Due Diligence Services (OSI, BOL1, BOL2, BOL3, EDD) means: i) more than twenty (20) cases ordered manually, or uploaded as a single batch file, within a 24-hour period, or ii) seventy-five (75) cases within a one-week period.



Work Product means any reports resulting from the Due Diligence Services and provided to Client.

2. DILIGENT RESPONSIBILITIES

2.1 Diligent Services.

Diligent will: (a) provide Standard Support for the Diligent Services at no additional charge to Client; (b) make updates to the Diligent Services available to Client at no additional cost when and to the extent Diligent makes any such updates generally available to Diligent's other clients; (c) provide unlimited Client Data storage space; (d) perform daily and weekly encrypted backups of the Diligent Services, including Client Data, and use commercially reasonable efforts to restore lost or corrupted Client Data from the latest encrypted backup; (e) maintain and enforce at its data centers safety and physical security procedures that are at least equal to industry standards for such types of service locations; (f) ensure an annual SSAE 18 SOC 2 type 2 or equivalent audit is conducted of the computer systems or facilities through which the Diligent Services are hosted; (j) implement, manage, update, and periodically test a business continuity plan which includes commercially reasonable disaster recovery procedures; (k) provide Due Diligence Services using research analysts and field investigators who have the requisite language skills and have been trained to identify anti-bribery and corruption Red Flags and potential corruption concerns; (l) provide Managed Services using trained professionals; and (m) provide the Diligent Services in compliance with all applicable Laws.

Client agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Diligent regarding future functionality or features.

2.2 Subcontracting.

At its discretion, Diligent may utilize its global network of vetted Subcontractors to provide portions of the Diligent Services, such as Due Diligence Services requiring local knowledge, access to local resources (such as government records) and unique language skills. All Subcontractors will be bound by confidentiality and anti-corruption provisions at least as stringent as those contained in the General Terms and Conditions (and/or any Order Form(s)). Diligent will be responsible for all acts and/or omissions of any Subcontractor in connection with this Agreement to the same extent as if Diligent performed such acts and/or omissions.

2.3 Work Product.

Work Product will be prepared for Client within the time frames set forth in the Order Form or applicable Documentation except in the event of delays caused by a Force Majeure Event or other events materially impacting Diligent's ability to obtain information in a country, such as holidays. Upon Client's consent, not to be unreasonably withheld, Diligent may extend the time frames quoted in the Order Form or these applicable Product Terms when Client releases a Volume Order for Due Diligence Services.

2.4 Implementation Services and Training.

Diligent Services include a comprehensive onboarding process to onboard new Clients which includes:

- Creation of an onboarding and configuration plan to support the priorities, objectives and timelines of the Client. The plan sets milestones and goals for both Diligent and Client to ensure successful adoption of the Diligent Service. The scope of Implementation Services shall be limited to those set forth in the applicable Documentation for the relevant Diligent Service unless mutually agreed otherwise by the Parties; and



- Training the initial Client Users on how to use the Diligent Services and incorporate any Client-specified materials.

Implementation Services timeframes may vary depending on the Client's unique requirements and scope of products subscribed to. Client shall reasonably cooperate with Diligent in order to implement all Diligent Services included in the Client's subscription.

2.5 Due Diligence Services Fees. Due Diligence Services equal to the Annual Services Fees set forth in an Order Form must be ordered during each year of the Term commencing on the Term Start Date. Due Diligence Services ordered prior to the end of a Term year but completed after the end of the Term year will be considered included in the Term year ordered. Up to twenty-five percent (25%) of Due Diligence Services not ordered prior to the end of a Term year may be rolled over into the next Term year of a multiyear Term for a period of no greater than ninety (90) days and the discount percentage included in the Annual Services Fees will continue to apply during that period. Any Due Diligence Services not ordered prior to the end of the last year of a multiyear Term will not roll over to any subsequent Term or otherwise be credited to Client unless Client has committed to a new Order Form containing Due Diligence Services Fees equal to or greater than the those of the expiring Term. In such case, up to twenty-five percent (25%) of Due Diligence Services not ordered prior to the end of the last year of a multiyear Term may be rolled over into the next Term year for a period of no greater than ninety (90) days and the discount percentage included in the Annual Services Fees will continue to apply during that period. Due Diligence Services will be invoiced to Client on a monthly basis during each Term year. Notwithstanding the foregoing rollover provisions, in the final month of each commitment year, Diligent will invoice Client the amount of the unused annual commitment. To the extent Client orders Due Diligence Services which exceed the Annual Services Fees in a year of the Term, Client will be invoiced for such Due Diligence Services at Diligent's standard rates (available upon request).

3. CLIENT RESPONSIBILITIES

Client will: (a) be responsible for Users' compliance with this Agreement; (b) with the exception of Work Product, be solely responsible for the accuracy and legality of Client Data and of the means by which it acquired Client Data; (c) use any application programming interfaces (APIs) for the sole purpose of integrating the Diligent Services into Client's systems and provide the APIs or any API keys only to Client's employees with a need to know such information; (d) provide resources and key decision-makers to support Implementation tasks and the Implementation schedule and make available one or more Client representatives with knowledge of Client's internal business organization, practices and preferences; (e) after Implementation Services are complete, designate an individual who be the single point of contact for any Software Services changes including configuration, creating/updating Users and third parties and updating forms and translations; and (f) use the Diligent Services only in accordance with the User Guide and applicable Law. Users are limited to Client's and Affiliates' employees and consultants, contractors and agents of Client who are not reasonably believed to be direct competitors of Diligent or engaged in the same business as Diligent. For the avoidance of any doubt, the term "Users" shall exclude third parties (including their employees or principals) who may be screened in the scope of Due Diligence Services and provided with limited access to the Diligent Services to upload information.

Languages. Client acknowledges that to accurately identify investigation Subjects, for non-Latin character languages, Diligent requires third-party company/entity name in both English and native language characters. For Principals who are individuals (i.e., not a corporate owner) where local language uses non-Latin characters, local characters are also required.



4. PROPRIETARY RIGHTS AND LICENSES

4.1 Access to Diligent Services.

Diligent hereby grants to Client a non-exclusive, royalty-free, worldwide right and license for the term set forth in an Order Form to access and use the Software Services subject to the terms of this Agreement. Unless Diligent shall agree in advance in writing, Client and Users shall not use the Diligent or Software Services for any purpose other than those purposes specifically set forth herein.

4.2 Reservation of Rights.

Subject to the limited rights expressly granted in an Order Form, the General Terms and Conditions or these Product Terms, Diligent reserves all right, title and interest in and to the Diligent Services, including all related intellectual property rights relating to the Diligent Services.

4.3 Intellectual Property Rights in Work Product.

All right, title, and interest in and to all Work Product will belong solely to Client without Diligent reserving or otherwise having any rights therein whatsoever except as set forth in Section 4.7 below.

4.4 Restrictions.

Work Product is confidential and for internal use only by the Client. Work Product may not be disclosed to third parties other than Client's legal advisors and regulatory authorities. Information supplied in the Work Product is intended for the sole purpose of forming part of the Client's evaluation of the entities or individuals referred to in the Work Product. Any other use and any communication, publication, disclosure, dissemination or reproduction of the Work Product or any portion of Work Product contents without the prior written consent of Diligent is strictly forbidden. Diligent assumes no direct, indirect, or consequential liability to any third party or other person who is not the intended recipient of the Work Product.

4.5 Work Made for Hire.

All Work Product shall be deemed, to the extent possible, a "work made for hire" for Client within the meaning of the Copyright Act, and any similar provisions of law under other jurisdictions.

4.6 Assignment of Title.

In the event and to the extent that: (a) any Work Product, or any part or element thereof, may not, by operation of law, vest in Client; and/or (b) any Work Product, or any part or element thereof, is not, as a matter of law, a "work made for hire" within the meaning of the Copyright Act for the sole benefit of Client, Diligent hereby conveys, transfers, and assigns to Client all right, title, and interest, throughout the world, in perpetuity, in any media now known or later devised, and without further consideration, in and to, as applicable, such Work Product, or such part or element thereof. Diligent shall execute, at Client's request and expense, all documents and other instruments reasonably necessary or desirable to confirm such assignment.

4.7 Background Rights.

Except as otherwise set forth in an Order Form, the General Terms and Conditions or this Section 4.7, neither Party will acquire any right, title or interest in and to any Background Rights of the other Party. Diligent hereby grants Client a worldwide, non-exclusive, perpetual, irrevocable, fully-paid right and license to use any Diligent Background Rights solely as and to the extent incorporated into any Work Product created for Client.



5. DISCLAIMERS

The following disclaimers apply to Work Product:

- To the extent information contained in Work Product is based upon a review of publicly available records, such information, as presented, relies upon the accuracy and completeness of those records, which will not have been corroborated by Diligent. Diligent expressly disclaims all liability for the accuracy, completeness and currency of any open source, or field sourced information.
- Statements concerning financial, regulatory or other matters should be understood to be general observations based solely on Diligent's experience and may not be relied upon as financial, regulatory or legal advice, which Diligent is not authorized to provide.
- Information contained in Work Product does not constitute a recommendation, endorsement, opinion or approval of any kind with respect to any transaction, decision or evaluation and should not be relied upon as such under any circumstances.
- Information contained in Work Product is point-in-time information and Diligent undertakes no obligation to update any Work Product after it is provided to Client unless such updating is set forth in an applicable Order Form.
- Diligent does not warrant that hyperlinks included in any Work Product will continue to be active after such Work Product is provided to Client.
- The inclusion of Red Flags in Work Product does not mean that an action, transaction, or business relationship should be terminated or not undertaken, but are identified so that Client may decide whether to engage in whatever level of deliberation or additional due diligence it deems appropriate under the circumstances.
- While Diligent validates identified Principals through government databases whenever possible, Diligent does not warrant that the Principals identified are the three highest-ranking Principals or that they currently hold such positions. Diligent's Principal identification efforts are strictly on a best-efforts basis in accordance with prevailing open-source industry standards and research protocols.
- Efforts to determine Beneficial Ownership are conducted on a best-efforts basis given (i) the desire of some Beneficial Owners to hide their ownership interest from discovery, (ii) the existence of "secrecy" jurisdictions to prevent the disclosure of Beneficial Owners, and (iii) the general global absence of comprehensive Beneficial Ownership registries. While Work Product may identify the Beneficial Owners and percentages of ownership, Diligent will not verify the accuracy of that information and extends no warranty of accuracy. The Beneficial Ownership threshold for applying the OFAC 50% rule and EU 50% rule has been set at 5%, resulting in a check of potentially up to twenty (20) Beneficial Owners against sanctions lists. A sanctions check for Beneficial Owners below 5% is beyond the scope of the Beneficial Ownership Identification Report.
- Both the conduct of research and investigation and the Work Product reflect Diligent's compliance with legally obtainable information (LOI) and data protection regulations in the relevant jurisdictions. Only information which is legally obtainable and can be processed under applicable data protection laws and regulations is included.

6. DATA PROTECTION

To the extent that either Party receives or provides Personal Data in the course of performing or receiving Services, the Parties agree that they will comply with applicable Data Protection Laws. The Parties agree that Client will be a Data Controller over Client Data and Personal Data (and Diligent will be a Data Processor acting on behalf of Client). Diligent will collect, store, use, disclose, and otherwise Process Personal Data in connection with its performance of Services only in accordance with Order Form(s) and the Agreement, Client's written instructions, and as required by Law. Diligent will not disclose or otherwise provide Personal Data to any other person, except as permitted in the Agreement or the relevant Order



Form(s). Diligent will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Client Data and Personal Data. Those safeguards will include, but not be limited to, measures for preventing access, use, modification, deletion, or disclosure of Personal Data by Diligent except: (a) to provide the Diligent Services and prevent or address service or technical problems; (b) as compelled by Law; or (c) as expressly permitted in writing by Client.

7. OTHER

Expedited Orders. For OSI-based products, Due Diligence Services can be expedited for an additional fee. EDDs can often be expedited with specific delivery times determined by country, language and investigation-specific requirements. OSI-based products will be expedited immediately upon request. A quote for an expedited EDD will be provided within 48 hours. An Interim OSI is an optional deliverable to an EDD that reports preliminary open-source findings for an additional fee. Interim OSI findings are indicated as preliminary because the field investigation may uncover additional information that contradicts or clarifies open-source findings.

Pricing. EDD pricing is fixed for each calendar year based upon price changes for local investigative resources. All other pricing may increase annually as set forth in the applicable Order Form. Research on additional legal entities is charged per additional company at base country price; an integration fee and additional delivery times will be added to any multi-company, multi-jurisdictional work product. While unusual, EDD pricing may be adjusted quarterly based upon extreme currency fluctuations, severe inflation or local economic conditions.

Volume Orders. Due Diligence Services delivery times may not apply to Volume Orders. If the defined threshold is met, Diligent will notify Client within one (1) business day if a Volume Order requires a work plan to custom define due dates. Consideration will be given to current case load, geographies and required language skills. The parties will work together to refine and agree upon the timelines for Volume Orders and agree in writing on such timelines.