

## INFO4C Product Terms

The following additional product terms apply when the Client purchases access to the Diligent Services identified as **PEP Desk®**, **Sanction Lists**, **Watchlists & Blacklists**, **State Owned Enterprises (“SOE”)**, **PIL List®**, **Compliance Database - Brazil Lists**, **- Mexico Lists – Colombia Lists**, **Ownership & Affiliation Network (EU)**, **Ownership & Affiliation Network (OFAC)** and/or **info4C Research Kiosk**, **info4C** or **similar branding** (and any references to “Diligent Service” on this page shall be understood to refer only to such Diligent Service).

- A. For the avoidance of doubt, the above-mentioned Diligent Services are each a Reporting, News, and Education Service as defined under the Agreement. Client acknowledges and agrees that, if applicable, data entered into (or otherwise submitted through one of these Diligent Services) shall not be treated as Client Data (or similar terms) as defined under the Agreement. Diligent shall use reasonable measures to secure any such data.
- B. The following terms shall apply if any such Diligent Service as defined above is identified in an Order Form or is otherwise made available to Client:
  - 1. XML, TXT or CSV data deliveries are accessible via a unique secure static download link provided which requires basic authentication (username/password), each new update which is made available is confirmed by sending update notification emails to contacts specified or in data schema accessed via API by Client which requires an API access token.
  - 2. If the Diligent Service contains data which is delivered via a download link or in data schema accessed via API, the Diligent Service shall be considered as having been fully delivered by Diligent as soon as the download link enabling access to the information and the log in information (username and password) or API access token have been sent by Diligent to Client (or to a third party as identified by the Client). Diligent uses reasonable efforts to provide correct and complete information to the extent possible, however, Client agrees that any guarantee for correctness or completeness of the data provided by Diligent under the Service is excluded. Any decision taken by the Client in relation to or arising from such data is at the Client’s sole risk. In particular, Diligent neither legally nor factually assumes any counseling function, nor does it make any representation or recommendation with respect to any business relationship of the Client.
  - 3. Diligent shall not be responsible for any delays in providing a Diligent Service in accordance with these Product Terms. Further, Diligent excludes any liability for any loss of data by Client or its Users arising from Client’s and/or its Users’ equipment.
  - 4. When the Diligent Service is defined as **PEP Desk®**, **Sanction Lists**, **Watchlists & Blacklists**, **State Owner Enterprises (“SOE”)**, **PIL List®**, **Compliance Database - Brazil Lists**, **- Mexico Lists – Colombia Lists**, **Ownership & Affiliation Network (EU)**, **Ownership & Affiliation Network (OFAC)** the following usage and pricing definitions shall apply: “Names to Check” are the total number of names which are checked against a single database within one contractual year, regardless of whether they are checked once or more times during the year.
  - 5. When the Diligent Service is defined as **Country Risk Matrix** or **Country Rating Model** the following usage and pricing definitions shall apply: “3 Updates per Year” are defined as the maximum number of updates possible in any given year.
  - 6. When the Diligent Service is defined as **Research Kiosk** the following usage and pricing definitions shall apply: “Unlimited Searches per Year” are defined as the maximum

- number of searches possible in any given year per single user login.
7. When Diligent Service includes or facilitates the Client's access to and use Snowflake Inc.'s services and platform, the terms and conditions of the Snowflake Additional Product Terms are applicable to the Client's use and access.
  8. Upon termination or expiry of the Diligent Service, Client shall cease using all data obtained through the Diligent Service. Notwithstanding the foregoing, Client shall not be required to destroy analyses or reports created by Client for Client's internal business purposes which contain data from the Reporting, News, and Education Service that it is required to maintain for legal or regulatory purposes.
  9. Diligent shall use reasonable endeavors to deliver the Diligent Services in accordance with the following delivery terms:

Service	Delivery Terms
<b>PEP Desk®</b>	Updates to be delivered twice a month
<b>PIL List®</b>	Updates to be delivered monthly (only if there is any update)
<b>Watchlists &amp; Blacklists</b>	Updates to be delivered weekly (predefined subset of lists) + quarterly
<b>Sanction Lists</b>	Updates to be delivered daily (Monday to Friday – Swiss working days)
<b>State Owned Entities (SOE)</b>	Updates to be delivered quarterly
<b>Compliance Database - Brazil Lists</b>	Updates to be delivered monthly (predefined subset of lists) + twice a year
<b>Compliance Database - Mexico Lists</b>	Updates to be delivered monthly
<b>Compliance Database - Colombia Lists</b>	Updates to be delivered quarterly
<b>Ownership &amp; Affiliation Network (EU)</b>	Updates to be delivered monthly
<b>Ownership &amp; Affiliation Network (OFAC)</b>	Updates to be delivered monthly