

**PRIVACY EXHIBIT TO  
PURCHASE ORDER TERMS AND CONDITIONS**

**1. Scope of Applicability.**

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.** “

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.

applicable laws, st ETQ.00000912 0 612 792 reW\* nQ.00000912 0 612 792

**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 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 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.

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 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 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.

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**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 where 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

requires additional protection under applicable Data Protection Laws as a result of its sensitive nature, including, without limitation,

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).

submitted or made available by Thomson Reuters, its agents, customers, suppliers, contractors, and outsourcing to Seller; Thomson Reuters Data includes Personal Information and Sensitive Personal Information.

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, 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 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