

These terms of use (these “**Terms of Use**”) are between (1) between the corporate entity that you hereby confirm you are duly authorized to represent (“**Contributor**” or “**you**”); and (2) IHS Markit KYC Services Limited, an English company whose registered office is at 4th Floor, Ropemaker Place, 25 Ropemaker Street, London EC2Y 9LY (“**Provider**”).

You hereby acknowledge that you have read and understood and you agree to be bound by and accept these Terms of Use. If you do not wish to proceed on the basis of these Terms of Use, please contact Provider and DO NOT accept these Terms of Use and DO NOT proceed to use the Services.

Unless stated otherwise, please refer to the Schedule below for definitions of any capitalised terms in these Terms of Use.

1. **Term.** The initial term shall be one (1) year from your acceptance of these Terms of Use and shall automatically renew for additional one (1) year periods unless you or Provider gives written notice of termination at least ninety (90) days prior to the expiration of the then current term.

2. **Services.** Provider hereby grants to Contributor a non-exclusive, non-transferable and non sub-licensable licence to access and use the Services, as more particularly described herein, solely and exclusively for its own internal business purposes in the ordinary course of its business in accordance with these Terms of Use and any user guides as may be provided by Provider from time to time and made available to Contributor through the Services.

3. **Warranty.** You warrant, represent and undertake to each Approved Recipient that:

- (a) where you (or somebody on your behalf) supply to Provider or the Services any Documents, you have obtained or, prior to providing Documents will obtain, and will maintain, all of the necessary consents and approvals in order to supply such Documents and share them (or any part of them) with any Approved Recipient for Processing by Approved Recipients in connection with the applicable Purpose;
- (b) your use or intended use of the Services shall not violate any applicable law, statute, rule or regulation or any contract to which you are bound;
- (c) you have the full right, power and authority to accept, deliver and perform these Terms of Use in accordance with their terms;
- (d) when you give instructions to Provider or parties acting on behalf of Provider (including via your Designated Users), you are fully and validly authorized to do so; and
- (e) all Documents that you provide to Provider during use of the Services are accurate, complete, up-to-date and not misleading.

4. **Data Protection.**

- (a) Each party agrees that it shall comply with all applicable laws and regulations applicable to it in any relevant jurisdiction including, but not limited to, the Data Protection Legislation.
- (b) Provider shall: (1) only Process Personal Data supplied by Contributor in connection with the Purpose; (2) not process Personal Data supplied by Contributor for any purpose other than for the Purpose or as may otherwise be expressly authorised by Contributor; (3) implement appropriate technical and organisational measures against the unauthorised or unlawful processing of such Personal Data and against the accidental loss or destruction of, or damage to, such Personal Data.
- (c) Contributor represents, warrants and undertakes that it: (1) has obtained or, prior to providing Documents to the Service, will obtain, and will maintain, all rights, approvals and consents necessary to provide and share the Documents with any Approved Recipient for Processing in connection with the Purpose; (2) has obtained or will have obtained prior to providing any Documents as contemplated hereunder, the written and informed consent of any persons whose Personal Data is contained within any Documents in order to enable (i) any Approved Recipient to Process the Personal Data in connection with the Purpose; and (ii) Provider to export and thereafter Process Personal Data which is to be processed by it (or on its behalf by a sub-processor) on behalf of the Contributor if the Contributor is established (within the meaning of the Data Protection Legislation) inside the European Economic Area in the context of the business of that establishment, in a location which is outside the European Economic Area. Contributor shall immediately inform Provider in writing of any withdrawal or adverse variation of any such consent, notwithstanding Contributor's acknowledgement that some or all of the Processing by Approved Recipients for the Purpose may be necessary to pursue legitimate interests and/or be necessary to comply with legal obligations in the absence of such written and informed consent.
- (d) If the Contributor informs Provider in writing of any withdrawal or adverse variation of any such consent pursuant to paragraph 4 (c) above Provider, in the course of providing the Services, shall not Process Personal Data which is processed by it on behalf of a

Contributor established (within the meaning of the Data Protection Legislation) inside the European Economic Area in the context of the business of that establishment, and disclose or transfer such Personal Data to, any location other than the European Economic Area unless: (1) that country or territory ensures an adequate level of protection for the rights and freedoms of Data Subjects in relation to the Processing of Personal Data; or (2) a data processing agreement between the Provider and data importer incorporating the Model Clauses is in place; or (3) Provider or the relevant data importer has certified itself with the US Department of Commerce Privacy Shield Scheme (as such scheme may, from time to time, be amended, modified or replaced) and maintains its certification; or (4) another means of adequacy recognised by the European Commission has been met; or (5) Contributor confirms it has re-obtained the written, and informed consent of any persons whose Personal Data is contained within any Documents in order to do so.

- (e) In addition to, and without limiting the generality of the foregoing, Contributor acknowledges and agrees that Documents provided hereunder may be hosted and Processed by or on behalf of Provider and, if applicable, any other Approved Recipients from servers located in the United States, the United Kingdom and potentially other jurisdictions around the world. Accordingly, Contributor represents and warrants that it has acquired all consents, permissions, rights and agreements necessary under Data Protection Legislation to transfer (or have transferred) any Documents (including any Personal Data contained therein) to Provider and, if applicable, any Approved Recipients for Processing by any Approved Recipients in connection with the applicable Purpose including, for example and without limitation, any requirements applicable to the transfer and/or export of Documents containing Personal Data and originating from or located within one jurisdiction to another jurisdiction, including transfers from the European Economic Area to locations outside of the European Economic Area. By Permissioning an Approved Recipient, Contributor represents and warrants to Provider that it has complied with all Data Protection Legislation applicable to the transfer of Personal Data to that Approved Recipient, including without limitation to any Approved Recipient located in a jurisdiction outside of the European Economic Area.

5. **Acknowledgement.** Contributor agrees that:

- (a) Provider does not owe Contributor any duty to monitor or enforce compliance by any other contributor to the Service, any KYC Services Clients or any Approved Recipient (other than Provider) with any provision, regulation or law which relates to their use of the Services or otherwise;
- (b) by Contributor subscribing to the Services and providing Documents, Provider is not confirming or giving any comfort or advice that Contributor shall be deemed compliant with any applicable rules, regulations or laws;
- (c) Provider does not undertake any responsibility towards any person on whose behalf Contributor is acting and Contributor is responsible for advising such person of all relevant and legally required matters and obtaining all requisite permissions and consents;
- (d) as part of the Services, Provider may, following a Permissioning, make Documents and any information contained therein (including, where applicable, KYC Profile containing information extracted from the Documents) available to Approved Recipients. Provider shall be entitled, without further enquiry, to execute or otherwise act upon and rely on any instructions or information or purported instructions or information received by or in connection with the Services by Contributor and its Designated Users.
- (e) Provider may use the Contributor's name in direct written and spoken communication relating to the Services and the KYC Services with customers and prospects;
- (f) Contributor shall be provided with on-boarding user guidelines to assist with its use of the Services and Contributor agrees to adhere to such guidelines, as may be issued and updated by Provider from time to time and provided to Contributor; and
- (g) the Services comprise a community based platform and therefore Provider shall have the right to display on the Services' web-based interface and/or printed format, for viewing by other Contributors to the Services, a complete list of Contributors, updated by Provider from time to time and provided to KYC Services Clients for their information only.

6. **Confidentiality and Disclosure of Information.**

- 6.1 **Confidential Information.** Subject to Section 6.2 below and except as otherwise set forth in these Terms of Use, each party (a “**Recipient**”) shall keep the information that is confidential or proprietary to the other party (the “**Discloser**”), (“**Confidential Information**”) secret and confidential and shall use such Confidential Information only in accordance with the terms of this Terms of Use, and shall not (without the prior written consent of the Discloser) disclose any part of that Confidential Information to any person other than its Representatives; except that: (a) a Recipient or its Representatives

may disclose the Confidential Information of the Discloser to the extent required or requested by any applicable legislation, any court or judicial or administrative authority of competent authority, or any regulatory, governmental, or taxing authority, body or agency (provided however, that, if practical, prior to making any such disclosure, the Recipient shall notify the Discloser of such requirement or request, and allow the Discloser the reasonable opportunity to exhaust all reasonable legal and equitable channels for maintaining such information in confidence) and (b) Provider, its Affiliates and their respective Representatives may disclose Documents (which may constitute Confidential Information) to Approved Recipients as contemplated in these Terms of Use.

6.2 **Exclusions.** Section 6.1 shall not apply to: (a) any Confidential Information shown by the written record to be in or which passes into the public domain (including through public registries), other than directly or indirectly as a result of or in connection with any act or default of the Recipient or any of its Representatives in breach of these Terms of Use; (b) any Confidential Information which the Recipient can demonstrate was lawfully in its possession prior to disclosure of such Confidential Information by the Discloser; (c) information that was independently developed by Recipient or its Representatives without use of, or reference to, the Confidential Information of Discloser; or (d) use or disclosure of Confidential Information by Provider or its Affiliates in accordance with these Terms of Use.

6.3 Provider will use all reasonable endeavours to promptly block the access of any Approved Recipient to any Document(s) if requested by Contributor; PROVIDED, THAT it is expressly acknowledged by Contributor that once a Document has been made available by or on behalf of Contributor through the Service: (a) Provider and other Approved Recipients to whom such Document(s) has been made available shall not be liable for any Processing of such Documents (including, where applicable, any KYC Profile and other information derived therefrom) in accordance with the Purpose; and (b) such Documents (including any KYC Profile and other information derived therefrom) may be retained and Processed by Approved Recipients for the Purpose; and (c) Provider has no right to compel nor does the Contributor have a right to require any Approved Recipient or any third party to return, destroy or cease to continue to Process any such Documents (including a KYC Profile and other information derived therefrom) at any time; and, in connection with the foregoing, Contributor grants to Provider and each other Approved Recipient a non-exclusive, perpetual, irrevocable licence to Process each Document (including, where applicable, any KYC Profile and other information derived therefrom) in connection with the Purpose (including after the termination or expiry of these Terms of Use).

7. **Third Party Services.** Contributor acknowledges that Provider may designate the use of Markit Counterparty Manager or another third party service or software solution in connection with the provision of the Services (including as a KYC document repository, in connection with Permissioning or otherwise). Contributor shall be required to enter into an agreement directly with Markit in respect of this service and may be required to enter into other third party agreements. For the avoidance of doubt, Provider shall have no liability for the acts or omissions of Markit Counterparty Manager or other third parties with whom Contributor may be required to contract.

8. **Disclaimer**

- a) The Services provided to you by Provider shall be on an "as is" basis. You agree that Provider does not represent that the Services will be provided error-free, and that Provider and its Affiliates do not make any warranty, express or implied, as to the accuracy, timeliness or completeness or fitness for purpose of the Services or as to the results to be attained by you or others from the use of the Services. You hereby acknowledge that there are no express or implied warranties of title, merchantability or fitness for a particular purpose or use, and that you have not relied upon any warranty, guaranty or representation made by Provider or its Affiliates, except the representations made by Provider specifically in these Terms of Use.
- b) Provider does not make any warranty, express or implied, as to the accuracy, timeliness or completeness or fitness for purpose of Markit Counterparty Manager or another similar third party service or software solution used in connection with the Services.
- c) Neither Provider nor its Affiliates or contractors shall in any way be liable to you, your Affiliates or any client of yours for any inaccuracies, errors or omissions, regardless of cause, in the Services provided hereunder, or for any damages (whether direct or indirect) resulting therefrom.
- d) Under no circumstances will Provider have any liability arising from contract (including under any indemnity), in tort (including negligence), under any warranty (express or implied) under statute or otherwise, in each case for any indirect, incidental, special or consequential damages with respect to the subject matter of these

Terms of Use, including loss of profits, regardless of whether such damages could have been foreseen or prevented.

- e) Contributor acknowledges that it is not a KYC Services Client and as such Provider offers no protection, rights or comfort in respect of the KYC Services (including in respect of any KYC Profile that may be generated using any Documents or information contained therein, which Contributor acknowledges that, subject to any applicable laws, it has no right to inspect or view at any time).

9. **Indemnification.** You will indemnify, defend and hold harmless Provider, its Affiliates and the Approved Recipients and their respective directors, officers, agents employees, contractors, successors and assigns ("**Provider Indemnitees**") from and against any and all losses, liabilities, damages, costs (including reasonable attorneys' fees) and expenses arising as a result of any claims, suits or proceedings brought by any third party against any Provider Indemnitees arising from your use of the Services and in respect of any breach of these Terms of Use by you (including, without limitation, the representations and warranties set out in Sections 3 and 4 hereof).

10. **Suspension and Termination.**

- a) Provider is entitled to suspend with immediate effect the Services (or any part thereof) and Contributor's access to the Services (or any part thereof) if in its reasonable opinion: (i), Contributor is in breach of these Terms of Use or any license granted therein; (ii) Contributor fails to cooperate with any reasonable investigation of such breach; or (iii) it is necessary to do so in order to comply with any applicable law, regulation or decision of any applicable regulatory body.
- b) Either party may terminate these Terms of Use (i) in the event of a material breach by the other party of any of the provisions of these Terms of Use and (where the breach is capable of being remedied) that breach has not been remedied within thirty (30) days' after its receipt of written notice thereof; or (ii) upon the occurrence of the other party having a receiver, administrative receiver or an administrator appointed, passing a resolution for winding up or a court of competent jurisdiction making an order to that effect, becoming subject to an administration order, entering into a voluntary arrangement with its creditors or anything equivalent to the foregoing occurring under national or local law, except where for the purposes of a solvent and bona fide amalgamation or reorganization.
- c) Provider may terminate this Terms of Use and cancel or withdraw all or any part of the Service at any time upon written notice to Contributor (i) where Provider has determined that the provision of the Service or such part of the Service has become unlawful, (ii) that the Service or such part of the Service has become subject to a claim that it infringes the rights of any third party or (iii) in the event Provider discontinues the Service or such part of the Service for all similarly situated users of the Service.
- d) Contributor may terminate these Terms of Use in the circumstances set out in Section 15 hereof.
- e) On any termination of these Terms of Use, any access to the Services by the Contributor will immediately cease PROVIDED THAT it is expressly acknowledged by Contributor that once a Document has been made available through the Service such Documents (including any KYC Profile and other information derived therefrom) may be retained and Processed by the Approved Recipients for the Purpose.

11. **Modification.** The Services are subject to modification by Provider to reflect statistical, technical, administrative, market based, legal, regulatory or similar changes that Provider determines in good faith are required or desirable. Without limiting the generality of the foregoing, Provider reserves the right to modify the permitted and prohibited uses of the Services, with reasonable prior written notice to Contributor, provided there is no material adverse change to the Service (as determined solely by Provider acting reasonably and in good faith).

12. **Security and Login.**

- a) Security. Contributor shall be solely responsible for any and all necessary equipment and connections from its own computer systems to allow access to the Services. Provider shall have no responsibility for any such equipment or connections. Contributor shall ensure that it has implemented security systems and procedures to prevent the unauthorized access to or misuse or disruption of the Services.
- b) Login. You acknowledge that log-on access codes and passwords, which are provided to you and your Designated Users are for use only by you and your Designated Users and you shall ensure that each of your Designated User's log-on access code is kept confidential. You agree to accept sole responsibility for the use and protection of the passwords that Provider will present to you and your Designated Users including protecting the confidentiality of such passwords.

13. **Intellectual property.** Contributor acknowledges that all information, documentation, computer programs, systems, customizations, content, data, extracts and KYC Profiles enhancements and website authored, prepared or created by Provider hereunder, are the sole and exclusive property of Provider and shall not be considered works made for hire PROVIDED always that Provider shall not own the Documents uploaded or supplied by Contributor. Contributor shall not use any of Provider's trademarks, trade names or service marks in any manner, and in no event in a manner accessible by or available to any third party. Contributor acknowledges that it has no ownership or license rights in or to any of these names or marks.

14. **Aggregate Liability.**

- a) The entire liability of Provider to Contributor under these Terms of Use (save in the case of fraud or fraudulent concealment) for any representation, statement or tortious act or omission, including negligence, arising under or in connection with these Terms of Use, shall be limited to financial compensation up to a sum not to exceed the aggregate of the fees actually paid by Contributor for the Services in the 12 months immediately preceding such claim.
- b) For the avoidance of doubt, subject to Section 17, these Terms of Use do not create a contractual relationship between Contributor and Approved Recipients (other than the Provider) and Approved Recipients shall have no liability to Contributor arising under or in connection with these Terms of Use and the relationship between Contributor and Approved Recipients (other than Provider) shall be governed exclusively by the terms of any business documentation directly between the Contributor and each Approved Recipient.

15. **Fees. THERE ARE CURRENTLY NO FEES PAYABLE FOR THE SERVICES.** Notwithstanding this, Provider reserves the right to introduce and/ or amend the fees for the Services from time to time, subject to Provider providing Contributor with no less than 90 days' prior notice (by email or via the Services). If Contributor does not accept such fees, it shall have the right, at any time prior to the introduction or amendment of such fees ("**Relevant Date**"), to terminate these Terms of Use and such termination will take effect on the Relevant Date. Where any fees become payable, you shall pay to Provider or to the relevant taxing authority, as appropriate, any applicable sales, use, goods and services, value added, withholding or similar taxes so that after payment of such taxes the amount Provider receives is not less than its fees. Contributor shall hold Provider harmless from all claims and liability arising from Contributor's failure to pay any such taxes, including penalties, interest, duties, tariffs or charges.

16. **Assignment.** These Terms of Use shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns. Neither party shall assign these Terms of Use without the prior written consent of the other; provided, however that Provider shall be entitled to assign and transfer these Terms of Use without such prior consent (a) to an entity acquiring all or substantially all of the assets of Provider that relate to the Service, (b) the successor in any merger involving Provider and (c) to an Affiliate. In addition, references to Provider in these Terms of Use shall include any Affiliate, contractor or third party that is engaged by Provider for the purpose of delivering the Service (including the Processing of Personal Data as contemplated in Section 4 hereof), it being acknowledged that, subject to Section 7, Provider shall be liable for the acts and omissions of such Affiliates, contractors and third parties.

17. **Third Party Rights.** (1) Provider's Affiliates and contractors shall be entitled to enforce and/or rely on rights or benefits under these Terms of Use (i) as an intended third party beneficiary or (ii) if applicable, in accordance with the Contracts (Rights of Third Parties) Act 1999 ("**1999 Act**") or equivalent legislation in the relevant jurisdiction; and (2) Approved Recipients shall be entitled to enforce and/or rely on the rights or benefits set out in Sections 3, 4(c) 4(d), 4(e), 6, 9, 10(d), 14(b), 18 and 19 of these Terms of Use: (i) as an intended third party beneficiary; or (ii) if applicable, in accordance with the 1999 Act or equivalent legislation in the relevant jurisdiction. Save for the foregoing, the operation of the 1999 Act is hereby excluded.

18. **Severance.** If any provision or any part of these Terms of Use is or becomes (whether or not pursuant to any judgment or otherwise) invalid, illegal or unenforceable in any respect under the law of any jurisdiction:

- (a) the validity, legality and enforceability under the law of that jurisdiction of any other provision; and
- (b) the validity, legality and enforceability under the law of any other jurisdiction of that or any other provision, shall not be affected or impaired in any way thereby. If any provision of these Terms of Use shall be held to be void or declared illegal, invalid or unenforceable for any reason whatsoever, such provision shall be divisible from these Terms of Use and shall be deemed to be deleted therefrom and the validity, legality and enforceability of the remaining provisions of these Terms of Use shall not be affected.

19. **Survival.** Any provision of these Terms of Use which contemplates performance or observance subsequent to any termination or expiration of these Terms of Use will survive including the warranties given in Section 3 and Section 4 hereof.

20. **Entire Agreement.** These Terms of Use constitute the entire agreement between the parties with respect to its subject matter and (to the extent permissible by law) supersedes all prior representations, writings, negotiations or understandings with respect to that subject matter. All terms, conditions and warranties not stated expressly in these Terms of Use, and which would in the absence of this provision be implied into these Terms of Use by statute, common law, equity, trade, custom or usage or otherwise, are excluded to the maximum extent permitted by law.

21. **Notice.** Whenever any notice or other communication is given by one party to the other under these Terms of Use, such notice shall be provided (i) in writing and shall be delivered by reputable courier service or registered or certified mail, return receipt requested, addressed at the registered office of the other party; or (ii) by Provider through making such notice available through the Service interface.

22. **Governing Law.** These Terms of Use shall be governed by and the laws of England and Wales and you and Provider submit to the exclusive jurisdiction of the courts of England and Wales.

23. **Variation.** If Provider wishes to vary these Terms of Use it may do so from time to time by notifying Contributor of such variation in accordance with Section 21 (Notice), provided that such variation shall not be effective unless either: (a) it is in writing and signed by the Provider and Contributor (or their authorised representatives); or (b) Contributor confirms its acceptance of such variation via a click through located on the Service interface.

Schedule – KYC Services-Definitions

"**Affiliate**" means any entity that controls, is controlled by, or is under common control with Provider or the KYC Services Client. For purposes of these Terms of Use "control" means possessing: (i) directly or indirectly, the power to direct or cause the direction of the management, policies or operations of an entity, whether through ownership of voting securities, by contract or otherwise; or (ii) the ownership of, or the power to vote, at least a majority of the voting stock, shares or interests of such entity. An entity that otherwise qualifies under this definition will be included within the meaning of "Affiliate" even though it qualifies after the execution of these Terms of Use PROVIDED THAT Markit Group Limited and Genpact International, Inc. and their respective Affiliates shall be considered Affiliates of the Provider for the purposes of these Terms of Use.

"**Approved Recipients**" means:

- 1) Provider, its Affiliates and any contractor or third party engaged by the foregoing (under a duty of confidentiality) in connection with the KYC Services, in each case including their respective officers, directors and employees;
- 2) any KYC Services Client that has been Permitted, which shall be deemed to include the following:
 - a) any Affiliates of a KYC Services Client;
 - b) each officer, director or employee of a KYC Services Client and its Affiliates;
 - c) the KYC Services Client Authorized Contractors; and
 - d) the KYC Services Client Permitted Parties;

(3) to the extent required by applicable law or regulation, a Governmental Authority,

in the case of (1) and (2) above, solely in connection with the Purpose.

"**Data Protection Legislation**" means the applicable laws and regulations relating Processing of Personal Data and privacy (and related guidance and codes of practice issued by any regulator established in a particular jurisdiction) and any replacements, updates or supplements to any of the above;

"**Data Subject**" means any individual about whom Provider or any Approved Recipient Processes Personal Data.

"**Designated Users**" means a person or persons notified to Provider by the Contributor from time to time.

"**Extracted Data**" means data (including underlying documents) extracted from a KYC Profile (and any data derived therefrom), to the extent that such extracted or derived data is co-mingled with KYC Services Client and its Affiliates own or third-party proprietary data.

"**Documents**" means any documents, materials, data and/or information uploaded by or on behalf of a Contributor through the Services including,

without limitation, Personal Data, account information, know your client and on-boarding packs, and best execution agreements whether belonging to a third party or otherwise;

"Governmental Authority" means any judicial, administrative, regulatory, governmental, law enforcement or taxing authorities, courts, central banks, exchanges, bodies or agencies having jurisdiction over Provider or its Affiliates, a KYC Services Client or its Affiliates or third parties appointed by such authority, body or agency.

"KYC" means "know your client".

"KYC Entity" means an entity as to which a KYC Services Client requests, and Provider may agree, to provide a KYC Profile in respect of.

"KYC Profile" means a completed entity KYC profile report, which provides information related to a KYC Entity.

"KYC Services" means the service provided by or on behalf of Provider (branded as "KYC Services" or any successor name or branding) pursuant to which Provider or its successors or assigns provides know your client, client on-boarding and related services (including KYC Profiles or the generation of MEIs) to financial institutions and any other services as may be notified to Contributors by Provider from time to time.

"KYC Services Client" means a client of the KYC Services (it being acknowledged that, for purposes of these Terms of Use, Contributor is not a KYC Services Client).

"KYC Services Client Terms and Conditions" means the terms and Conditions entered into between the KYC Services Client and Provider in connection with the provision of KYC Services.

"KYC Services Client Permitted Parties" means anyone acting on behalf of the relevant Contributor or KYC Entity, payment recipients, beneficiaries, account nominees, intermediary correspondents and agent banks, clearing houses, clearing or settlement systems, market counterparties, upstream and withholding agents, swap or trade repositories, stock exchanges or companies in which the relevant Contributor or KYC Entity has an interest; (a) any party acquiring an interest in or assuming risk in or in connection with the services provided by KYC Services Client or its Affiliates to the applicable Contributor or KYC Entity; (b) other financial institutions, credit reference agencies or credit bureaus for obtaining or providing credit references; (c) any third party fund manager who provides asset management services to the relevant Contributor or KYC Entity; (d) any introducing broker to whom KYC Services Client or its Affiliates provides introductions or referrals to; and (e) any third party in connection with any business transfer, disposal, merger or acquisition (under a duty of confidence) by KYC Services Client or its Affiliates, including, in each case, officers, directors, or employees of such persons or entities.

"KYC Services Client Authorized Contractors" means contractors engaged by a KYC Services Client or its Affiliates, including officers, directors, employees, and subcontractors of such contractors.

"Markit Counterparty Manager" means the service branded as "Markit Counterparty Manager" or any successor name or branding.

"MEI" means "Markit Entity Identifier", a unique number to be issued by or on behalf of Provider in connection with the KYC Services including parent entities, related parties, beneficial owners and key controllers (which may include Data Subjects).

"Model Clauses" means the standard contractual clauses which are for the purposes of Directive 95/46/EC for the transfer of Personal Data to processors established in third countries which do not ensure an adequate level of protection (as the same may be modified from time to time by the European Commission).

"Permissioned" or "Permissioning" means a Contributor (including its Designated Users) granting Approved Recipients permission through the Services (including, where appropriate, through Markit Counterparty Manager or other third party service or software solution), to access, view, store and use the relevant Documents (including to generate a KYC Profile containing information extracted from or based on the Documents) in each case solely for the Purpose.

"Personal Data" means any information from which a living individual can be identified received from Contributor and from other sources, including, without limitation information that constitutes "personal data" and "sensitive personal data" or special categories of personal data as described in the EEA Data Protection Laws.

"Process" (and its derivatives) means any operation or set of operations that is performed upon Documents or any part of the content thereof,

whether or not by automatic means, such as viewing, downloading, 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.

"Purpose" means:

(1) in the context of the Provider, the provision of the KYC Services and the Services by or on behalf of Provider, including performing its obligations under these Terms of Use and the KYC Services Client Terms and Conditions, including generating (amongst other things) MEIs and KYC Profiles which may include or be based on data and information (and Personal Data) provided by Contributor and /or other sources; and

(2) in the context of a KYC Services Client, its Affiliates and their KYC Services Client Authorized Contractors, the internal business purposes of the KYC Services Client and its Affiliates, including banking/financial services, KYC, on-boarding, legal, regulatory, compliance, risk management, customer service and/or customer relations purposes, and

(3) in the context of any KYC Services Client Permitted Parties, use of the Extracted Data for the internal business purposes of the relevant KYC Services Client Permitted Party, including banking/financial services, KYC, on-boarding, legal, regulatory, compliance, risk management, customer service and/or customer relations purposes, which in any event shall be directly related to and not exceed the purpose for which the Extracted Data was made available to the relevant KYC Services Client Permitted Party. For the avoidance of doubt, the KYC Services Client Permitted Parties rights under these Terms of Use shall be restricted to the purpose set out in this paragraph (3) of this definition and these Terms of Use shall be construed accordingly.

"Representatives" a party's employees, agents, non-employee consultants or advisors; and

"Services" shall mean the provision of an interface or other platform that enables Contributor: (i) to provide, upload, access and store Documents (whether directly or through a third party as designated by Provider, such as Markit Counterparty Manager); and (ii) to disseminate and provide access to Documents (and information contained therein) to Approved Recipients in connection with the KYC Services, including without limitation, a KYC Profile (or in the case of KYC Services Client Permitted Parties, Extracted Data) containing information extracted from or based on the Documents, for such Approved Recipient to Process in connection with the Purpose.

