



General Terms and Conditions of Purchase for Switzerland

These General Terms and Conditions for Purchasing (hereinafter referred to as "GTCs") apply to the provision of products and services for informa Solutions GmbH with its registered office in Baden-Baden (registered with the registry court of the Mannheim Local Court under HRB 504140) or one of its affiliated companies in accordance with Section 15 of the German Stock Corporation Act ¹ (hereinafter referred to as "Experian"). informa Solutions GmbH and its subsidiaries are part of the Experian group of companies with the listed parent company Experian plc based in St. Helier, Jersey.

A. GENERAL CONDITIONS

1. General

- 1.1 These GTCs set out the terms and conditions that apply to the provision of products and services by the Supplier to Experian.
- 1.2 In the event of a conflict or inconsistency between the various documents that collectively constitute the Agreement, the following order of precedence shall apply to the extent of the conflict or inconsistency (the documents listed first shall take precedence over the documents listed later):
 - 1.2.1 the order form (if applicable also referred to as "Purchase Order"),
 - 1.2.2 these GTCs,
 - 1.2.3 a contractual amendment,
 - 1.2.4 all other documents.
- 1.3 The Supplier shall at all times be responsible for causing and ensuring compliance with the Contract by any of the Supplier's Affiliates and the Supplier's Personnel. The Supplier shall be solely responsible and liable for the supervision, direction, control and remuneration of the Supplier's personnel and for any acts or omissions (including any default, negligence or wilful misconduct).
- 1.4 These GTCs may be supplemented by individual supplements (1.2.3) containing additional terms and conditions that apply to the provision of specific products and/or services to Experian. The supplier shall provide Experian with the specific products and/or services in accordance with the order form.
- 1.5 Supplier shall not disclose to the public, including in any advertising or marketing materials or press releases or statements, (a) the existence or terms of this Purchase Order, Addendum, Schedule or Order, or (b) the existence of any products and/or services provided under this Purchase Order, without the prior written consent of Experian's Managing Director, which consent may be withheld in Experian's sole discretion.
- 1.6 This Purchase Order shall be construed on a non-exclusive basis. Experian may fulfill its requirements from suppliers of its choice and is not obligated to purchase a minimum or maximum quantity of services or deliverables
- 1.7 The Supplier is an independent contractor and not an employee, agent, partner, joint venture or legal representative of Experian. Nothing in this Purchase Order is intended to create a partnership or joint venture of any kind between the Supplier and Experian, nor does it authorize either party to act as an agent of the other. Neither party shall have any authority to act in the name or on behalf of, or otherwise bind, the other party.
- 1.8 These GTCs together with further order documents (see § 1.2) are binding on the contracting parties and their respective heirs, representatives and legal successors. They may not be assigned, transferred, shared or divided, in whole or in part, by either party without the prior written consent of the other party.
- 1.9 The order and all issues arising therefrom shall be governed by the laws of the Swiss Confederation. Insofar as the supplier is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive - including international - place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be Zurich.

¹ At the time of this release, infoscore Consumer Data GmbH, based in Baden-Baden (Germany), informa HIS GmbH, based in Wiesbaden (Germany), 3C Deutschland GmbH, based in Heilbronn (Germany), Experian CarCert GmbH, based in Wiesbaden (Germany), Experian Austria GmbH, based in Vienna (Austria), Credify Informationsdienstleistungen GmbH, based in Vienna (Austria), and Experian Switzerland AG, based in Opfikon (Switzerland).

- 1.10 The order form can only be changed in writing signed by authorized representatives of both parties.
- 1.11 Experian may waive compliance with any obligation contained in these GTCs. However, such a waiver shall not be deemed to be a waiver of any other obligation or condition not expressly stated in the written waiver.

2. Provision of products and services

- 2.1 Experian may purchase Products and Services and the Supplier shall provide them. The commencement of the provision of services by the Supplier under a Purchase Order shall be deemed and deemed to be the Supplier's acceptance of the relevant Purchase Order.
- 2.2 The prerequisite for an effective order by Experian is, in addition to the completion of the order form, at least the registration of the supplier in the Experian Supplier Portal. The supplier will receive a link to the portal at <https://exaappsext.unify.uk.experian.com> to his e-mail address. Without registration of the supplier, the order cannot be processed further and no payment of the remuneration and/or expenses can take place.
- 2.3 Where schedules of performance are agreed, they must be in writing and signed by duly authorised representatives of each party in order to be effective. Each Purchase Order or Order Form shall be subject to and governed by the terms and conditions of these GTCs and any referenced addendum(s). Other than these GTCs, no terms and conditions provided by Supplier with respect to the Products and/or Services that are the subject of the Purchase Order or Addendum shall be valid or of any significance.
- 2.4 The supplier is obliged to obtain Experian's written consent, which Experian may refuse at its own discretion, before the supplier enters into agreements with or otherwise commissions third parties who may provide part of the services for Experian. Affiliates of the Supplier are exempt from the consent requirement. Upon Experian's request, the Supplier shall provide information regarding the qualifications of the third party (including any affiliates). The Supplier shall remain directly responsible and liable to Experian for the third parties and their acts, omissions, failures, negligence or wilful misconduct. Experian's consent to the use of a Third Party shall not relieve the Supplier of any liability or obligation. If Experian consents to the use of a third party by the Supplier, the Supplier shall ensure that it enters into a written agreement with such subcontractor containing obligations equivalent to those set out.

3. Remuneration, expenses and terms of payment

- 3.1 Experian shall pay the Supplier for the Products and Services in the amount specified in the agreed Purchase Order. This remuneration shall be the total remuneration to which the Supplier is entitled and neither the Supplier nor the Supplier's personnel or any other person or entity engaged by the Supplier shall be entitled to any other remuneration or amounts, including reimbursements for expenses or taxes. If the parties agree a fee schedule for specific products or services for a specific period of time, such fee schedule shall apply to Experian's procurement of such products or services for the period specified in the fee schedule, regardless of and unaffected by any increases in the Supplier's fees.
- 3.2 The Supplier shall be solely responsible for and bear all costs and expenses incurred in connection with the provision of the Services or the provision of Products. In connection with travel approved in writing by Experian, reasonable and necessary travel costs and travel-related expenses actually incurred in connection with the provision of the Services shall be reimbursed upon prior approval by Experian.
- 3.3 The supplier shall issue the invoice to Experian in accordance with the relevant order form. Experian shall only be obliged to make payment to the Supplier once the Supplier has submitted a correct invoice and the Supplier is registered in the Experian Supplier Portal (see § 2.2). Payment shall be due no later than the last day of the month following the month in which Experian receives a proper invoice from the Supplier (the "Due Date") and shall be made electronically. A proper invoice must be submitted electronically in accordance with Experian's instructions. Invoices will only be accepted by Experian if a valid Purchase Order has previously been submitted to the Supplier. Invoices should be submitted in a PDF format (standard type, no password protection). All invoices shall at a minimum comply with local regulatory requirements and shall include the following information: - (a) description to identify the products and/or services, (b) date of delivery or performance, (c) location to which the products were delivered or the services were performed, (d) price, (e) VAT, (f) supplier's name, address and tax number, (g) the purchase order number(s) against which the products and/or services are supplied, (h) any discounts applied, (i) subtotal (price for the products and/or services excluding VAT) and (j) total (price for the products and/or services plus VAT). If an invoice received does not meet these criteria, Experian may

return such invoice to the Supplier for correction and payment of such invoice will be subject to a reasonable delay in processing and payment.

- 3.4 Experian may withhold payment from the Supplier in respect of any amounts which Experian reasonably disputes. Until the dispute(s) are settled or resolved, Experian's failure to pay such items shall not constitute a default by Experian and shall not entitle the Supplier to suspend or delay the performance of Services and provision of the Products.

4. Confidentiality, data protection

- 4.1 The Supplier and Experian undertake not to disclose and to keep strictly confidential all confidential information of the respective other party. Experian and the Supplier undertake to protect the confidential information of the other party with at least the same care and to prevent its disclosure to third parties as they deem necessary to prevent the unauthorized disclosure, publication, dissemination, destruction, loss, theft or alteration of their own information (or information of their customers) of a similar nature.
- 4.2 The Parties may disclose Confidential Information as follows: (i) in the case of Experian, only to its Affiliates and their respective Personnel who shall have knowledge thereof; and (ii) in the case of Supplier, to its Personnel only to the extent and provided that such Personnel (A) shall have knowledge of the Confidential Information disclosed to them, (B) shall have been informed in writing of the confidential nature of the Confidential Information and the purpose for which it may lawfully be used, and (C) shall be subject to substantially similar confidentiality obligations as set forth. The disclosing party hereby assumes full responsibility for the acts and omissions of all persons or entities to whom it discloses the other party's Confidential Information and shall ensure that the Confidential Information is not disclosed or used. The Confidential Information of each party shall remain the sole and exclusive property of such party and shall be protected by the provisions of the German Trade Secrets Act.
- 4.3 With the exception of Personally Identifiable Information, the specified confidentiality obligations shall not apply to the extent that such information: (a) is already publicly known or will become publicly known through no breach of these TOS by the Receiving Party; (b) is demonstrably developed independently by the Receiving Party without reference to or use of the Confidential Information; or (c) is required to be disclosed by law or by a court or regulatory authority of competent jurisdiction or the rules of a recognized stock exchange; provided that promptly upon receipt of such request, the Receiving Party shall notify the Disclosing Party in writing of such requirement, if permitted, to enable the Disclosing Party to obtain a protective order to protect the confidentiality of such information, to take steps to ensure confidential treatment of the Confidential Information, or to take such other action as it deems appropriate to protect the Confidential Information.
- 4.4 Each party undertakes to the other that it will at all times comply with all applicable laws (including data protection laws).
- 4.5 The Supplier shall only process any Personal Data as necessary for the purposes of the Contract and shall not process Experian's Personal Data outside the European Union or the European Economic Area without Experian's prior written consent. For the avoidance of doubt, Experian instructs the Supplier to process Experian's personal data only for the purposes of the Contract.
- 4.6 The Supplier warrants that it has in place, and undertakes to maintain throughout, appropriate technical and organisational measures (TOMs) against the unauthorised or unlawful processing of Experian's personal data and against the accidental loss or destruction of, or damage to, or disclosure of Experian's personal data.
- 4.7 If the supplier acts as a processor (within the meaning of Article 28 GDPR) that processes Experian's personal data, the parties shall agree to conclude a contract for the processing of data and keep it in force during the term of the contract. Insofar as the supplier engages a data processor within the meaning of Article 28 (4) of the GDPR, it must conclude a contract on commissioned processing with the data processor before it makes Experian's personal data available to the data processor.
- 4.8 Information security is a strategically important issue for Experian. The Supplier acknowledges that where it has access to Experian data or other information ("Experian Information"), it is required to answer information security questions as part of Experian's Supplier Management Process which are used to assist Experian's risk classification of that Supplier. If the Supplier fails to complete the Security Questionnaire, Experian shall be entitled to terminate (provided that Experian gives the Supplier a reasonable opportunity to complete the Security Questionnaire before exercising this right).

- 4.9 The Supplier warrants to Experian that it will implement and maintain during the Term all information security measures which the Supplier has represented to Experian that it has implemented or will implement;
- 4.10 Upon Experian's request or, if no request is made during the Term, upon termination of this Order, the Supplier shall (at Experian's option) delete or return to Experian all Experian Personal Data and all Experian Confidential Information and shall not, unless required by law, retain any copy. Experian shall be entitled to retain copies or archived computer system backups of the Supplier's Confidential Information in accordance with any retention policy created for the purpose of complying with applicable laws or to the extent necessary for Experian to exercise its rights, provided that Experian shall continue to treat such materials as Confidential Information in accordance with the terms of these T&Cs while in its custody, possession or control.

5. Intellectual property rights; use of Experian materials

- 5.1 Except as otherwise provided in this Section (Intellectual Property Rights; Use of Experian Materials), any Addendum or any Exhibit issued, the Supplier shall have and retain all right, title and interest in and to all Supplier Materials. Experian shall have and retain all right, title and interest in and to all Experian Materials.
- 5.2 During the Term and upon expiry or termination of the Purchase Order, the Supplier hereby grants to Experian a non-exclusive, irrevocable, perpetual, fully paid-up licence for DACH Region (German, Austria, Switzerland) (with the right to sub-licence) to access, use, copy, maintain, modify, create derivative works of, Supplier Materials and Third Party Materials in connection with the use of the Services, Products and/or Deliverables by Experian or otherwise for Experian to obtain the intended benefit of the Services, Products and/or Deliverables provided to the extent that Supplier or Third Party Materials are (a) supplied with, embedded in or incorporated into or made part of the Deliverables; (b) used in or incorporated into an application program interface or other interface; or (c) required for access to or use of Services, Products and/or Deliverables.
- 5.3 To the extent that they do not pass to Experian by operation of law or by virtue of these GTCs, the Supplier assigns to Experian all right, title and interest with full title guarantee, free from any adverse right or claim, in and to all present and future Intellectual Property Rights and all other rights in and to the products of the Bespoke Services (including the Deliverables) produced by the Supplier in performance of the Services. Such assignment shall include, but not be limited to, any rights to damages for infringement of Intellectual Property Rights, any rights to modifications or enhancements to existing software, whether owned by Experian, the Supplier or a third party and, if required, the Supplier shall procure the assignment to Experian by the author or creator of any such Intellectual Property Rights arising in the performance of the Services. Experian shall have ownership of the Deliverables from the time the Deliverables are conceived, created or fixed in a tangible medium of expression.
- 5.4 The supplier is obliged
 - 5.4.1 Promptly after any Intellectual Property Right arises in the performance of the Services, disclose and provide Experian with all information and data in its possession, power or control necessary to fully understand, apply and, if applicable, register the Intellectual Property Right; and
 - 5.4.2 promptly and at Experian's request, do all such further acts and execute all such documents as Experian may require to secure to Experian the full benefit, including all right, title and interest in and to the Intellectual Property Rights and all other rights assigned to Experian in accordance with these T&Cs, in all countries and free from any adverse right or claim; and
 - 5.4.3 irrevocably and unconditionally waive all moral rights to any intellectual property rights generated by the Supplier in the course of providing the Services or any rights of a similar nature.
- 5.5 In the performance of its obligations, the Supplier may have access to Experian Materials. Nothing in these T&Cs shall be construed as conferring on the Supplier or any other party any intellectual property rights or proprietary rights in the Experian Materials provided or accessed in connection with these T&Cs. The Supplier shall:
 - 5.5.1 Use Experian Materials only with prior written permission for the specified purposes that Experian authorizes and for no other purpose;
 - 5.5.2 Experian materials to be maintained in good working order;
 - 5.5.3 Be solely responsible and liable for any loss or damage to the Experian Materials while in the custody, possession or control of the Supplier;

5.5.4 promptly return the Experian Materials to Experian at any time upon Experian's request (or automatically upon termination or expiration of the applicable Order Form for which such Experian Materials were provided) or, only upon Experian's express instructions, destroy the Experian Materials.

At Experian's request, the supplier shall provide Experian at any time with written confirmation of compliance with the requirements of this clause (use of Experian materials).

5.6 The supplier is obliged,

5.6.1 not use any Open Source Software in products or services which it knows (or ought reasonably to know) may be incorporated into Experian products/services or provided by Experian to third parties without Experian's prior written consent if the terms on which the Open Source Software is provided would require Experian to disclose the code in which it owns the Intellectual Property Rights to third parties;

5.6.2 scan any open source software used in products or services provided to Experian to identify significant or high-risk vulnerabilities and remediate such vulnerabilities before the product or service is provided to Experian;

5.6.3 ensure at all times that the use and provision of open source software to Experian complies with applicable licences; and

5.6.4 Provide Experian with a list of all Open Source Software included in Products or Services upon written request.

6. term and termination

6.1 Each Order Form shall commence on the date specified in the Order Form and shall remain in effect until the earlier of the following occurs:

6.1.1 Termination of such order form by either party;

6.1.2 the end of the term specified in such order form; or

6.1.3 as determined by Experian, completion of all Services and acceptance by Experian of all Products, Services and Deliverables required under this Order Form.

6.2 Either party may terminate the appointment without liability to the other party and without prejudice to its other rights at any time by giving written notice to the other party without notice:

6.2.1 if the other party commits a material and irremediable breach of any of the provisions of the Purchase Order, the General Terms and Conditions or any supplementary provisions;

6.2.2 if the other party commits a material breach and, if such breach is capable of remedy, fails to remedy such breach within 30 days after written notice thereof;

6.2.3 if the other party goes into liquidation (other than a solvent liquidation for the purposes of amalgamation or reconstruction), is dissolved, is declared bankrupt, has a receiver, administrator or administrative receiver appointed over all or any of its assets, enters into an arrangement with its creditors or takes or suffers any similar action to any of the above; or

6.2.4 if the financial position of the other party deteriorates to such an extent that, in the reasonable opinion of the other party, its ability to reasonably perform its obligations under the Purchase Order is at risk.

6.3 Experian shall have the right to terminate at any time (unless Experian in its sole discretion elects to grant a cure period) if the Supplier breaches any of the following provisions:

6.3.1 breach of the confidentiality obligations clause; data protection or a security incident; or

6.3.2 Violation of the clause on the use of Experian materials.

6.4 In the event of termination, the Supplier shall, at Experian's written request, provide reasonable transitional services either directly to Experian or to a third party nominated by Experian to transfer work in progress or other services that need to be continued following such termination. Such transitional services shall be provided at no additional cost, provided that the reason in the termination is with the Supplier, and shall include, without limitation, the provision of detailed instructions, parts lists, third parties or other items required at that time to complete the work or continue the use of the Services or Deliverables. The Supplier shall reasonably co-operate with Experian and its nominated third party, if any, to ensure that the transfer of the Work in Progress or other Services on termination is achieved with the minimum of disruption to Experian and the Services to which the termination relates.

7. Representations and warranties.

- 7.1 The Supplier represents and warrants that the Supplier's personnel have the skills, resources and expertise to perform all Services. The Supplier represents and warrants to Experian that all Services provided will be performed in a timely, professional and workmanlike manner in accordance with the highest industry standards of quality and integrity.
- 7.2 The Supplier warrants that:
- 7.2.1 the Supplier's materials, services, products or deliverables and/or any components thereof do not infringe, misappropriate or violate any third party intellectual property rights;
 - 7.2.2 it has the right to grant the rights and licenses granted to Experian; and
 - 7.2.3 the Supplier owns or is entitled to use all materials used or provided in the performance of the Services.
- 7.3 Supplier represents and warrants that it will not violate any Laws in the performance of its obligations and that it has not failed and will not fail to obtain any licenses, permits, rights, consents, concessions or governmental approvals necessary for the provision of the Products and Deliverables, the performance of the Services, the ownership of its property, the conduct of its business, the consummation of its contemplated transactions or the performance of its obligations.
- 7.4 The Supplier warrants that:
- 7.4.1 the supplier is qualified and registered to do business in all locations where the performance of its obligations would require such qualification;
 - 7.4.2 Supplier has and will maintain all necessary rights, powers and authority, including all necessary permits and licenses, to enter into and perform this Purchase Order and to grant any rights or licenses granted or to be granted to it;
 - 7.4.3 Supplier's execution and performance of the Purchase Order will not conflict with or violate any law and will not violate any agreement, understanding, court order, judgment or decree to which Supplier is bound as a party; and
 - 7.4.4 there are no pending or threatened claims or lawsuits that could affect the supplier's ability to fulfill its obligations.
- 7.5 The Supplier warrants that the Products and the Software do not contain and will not receive a Disabling Code from the Supplier's data connection or any other medium of the Supplier. In the event that a Disabling Code is identified, the Supplier shall, at no additional cost or expense to Experian, take all steps necessary to:
- 7.5.1 recover and/or reconstruct any confidential information and data lost by Experian as a result of such Deactivation Code;
 - 7.5.2 Provide Experian with new and equivalent products and/or software without the presence of a deactivation code; and
 - 7.5.3 install and implement such new and equivalent software at no additional cost or expense to Experian.
- 7.6 The supplier shall be obliged to correct errors in the product or service for Experian without additional costs or expenses if the services concerned do not comply with or fulfil the agreed quality. In the event that the Supplier is twice unable to correct such defects within thirty (30) days of receipt of notice to do so, this shall be deemed a material breach of contract by the Supplier.

8. Damages for infringement of intellectual property rights

- 8.1 The Supplier agrees to indemnify and defend Experian and to bear all losses incurred by Experian as a result of, in connection with or arising out of any actual, threatened or alleged third party claim relating to (a) any of the Supplier's services, materials, products, deliverables and other services, technology, techniques or products used by the Supplier to provide the Services and (b) Experian's receipt or use of any of the foregoing (collectively, the "Supplier's Items") infringes any Intellectual Property Rights.
- 8.2 If Experian's right to use, receive or benefit from Supplier's items is or is expected to be prohibited, Supplier shall promptly do any of the following, at its sole expense and in a manner that does not disrupt or interfere with Experian's business and rights: (i) obtain for Experian the right to continue to receive and use such services, materials and/or items free from claims of infringement, misappropriation and violation; (ii) modify such services, materials and/or items so that they no longer constitute infringement, misappropriation or violation (provided that such modification does not impair the performance or quality of the services, materials and/or items or adversely affect Experian's intended use thereof); or (iii) replace



the services, materials and/or items with non-infringing, non-appropriating and non-violating functional equivalents acceptable to Experian.

B. SPECIAL CONDITIONS

9. Insurance

- 9.1 Supplier shall at all times during the term of this Purchase Order maintain at its expense, unless it is already required to do so by law:
- 9.1.1 a business/product liability insurance with a coverage of at least € 1,000,000 per claim;
 - 9.1.2 a motor vehicle liability insurance with a coverage of at least € 1,000,000, which applies to all owned, non-owned and rented vehicles;
 - 9.1.3 Professional indemnity insurance (including data protection and cyber liability insurance) with cover of at least €1,000,000 per claim, provided however that where the services involve Experian credit or production systems or applications, the required cover per claim shall be at least €5,000,000;
 - 9.1.4 insurance against dishonest acts by employees (fidelity insurance) with coverage of at least € 1,000,000 per claim; and
 - 9.1.5 an employer's liability insurance with a sum insured of € 10,000,000.
- 9.2 The Supplier's insurance policies shall cover persons and entities for whose acts the Supplier may be liable, the activities performed, the products and services provided and any obligations assumed by the Supplier. Experian shall have the right to terminate the Purchase Order for material breach if the Supplier fails to maintain the required types and levels of insurance. If umbrella liability insurance is used in part to provide the coverage required herein, the umbrella policy must be at least as broad as the underlying policy.
- 9.3 Upon Experian's request, Supplier shall provide a certificate of insurance signed by an authorized agent or employee of the insurance company evidencing the insurance required herein. The Supplier shall notify Experian at least thirty (30) days prior to any material change, cancellation or non-renewal of any required insurance. All insurance provided by Supplier shall be primary and shall not interfere with any other insurance maintained by Experian.
- 9.4 By requiring insurance, Experian does not represent that the coverage and limits are necessarily sufficient to protect Supplier, and such coverage and limits shall not be construed or deemed to be a limitation of Supplier's liability. If there is a deductible or excess on any of the required insurances, the Supplier shall be solely responsible for payment of the deductible or excess for all claims,
- 9.5 All insurance required herein shall provide that Supplier and its insurer have waived all rights of recovery and subrogation against Experian and its Affiliates and their shareholders or partners, directors, officers, employees and agents. If a specific endorsement or agreement by the insurer is required to effectuate a waiver of subrogation against all parties named herein, the supplier shall secure such waiver agreement in writing.

10. Business Continuity Plan

- 10.1 The Supplier shall implement and maintain a business continuity programme that includes documented recovery policies, plans and procedures to ensure that the Supplier can continue to deliver its Products and Services to Experian within the specified recovery time. In any event, Supplier shall notify Experian within twenty-four (24) hours of activation of the Business Continuity Plan for Products and Services provided to Experian.
- 10.2 Supplier shall test its Business Continuity Plan as often as necessary to ensure successful recovery within the committed recovery time target if actual recovery is required, but not less than once every twelve (12) months.
- 10.3 Experian reserves the right to review the plans and test results on a regular basis.

11. Audit Law

- 11.1 During the term of this Order and for three (3) years following the expiration or termination of this Order, Experian (and any Experian supervisor) shall have the right to conduct audits and inspections to:
- 11.1.1 Investigate and verify the integrity of the Supplier's systems that process, store, support and transmit Experian's Confidential Information;
 - 11.1.2 review internal controls (e.g., (b) review internal controls (e.g., human resources, finance and accounting, procurement, organizational controls, input/output controls, system change controls,

- processing controls, system design controls, and access controls) and security, disaster recovery, business continuity, and back-up practices and procedures;
- 11.1.3 verify the accuracy and completeness of the fees, costs and expenses charged to Experian;
 - 11.1.4 review the processes and procedures used by the supplier;
 - 11.1.5 Review and verify the Supplier's performance of the Services; and
 - 11.1.6 Enable Experian to comply with applicable legal, regulatory and contractual requirements (including, without limitation, the FCA and GDPR), in each case to the extent applicable to the Services.
- 11.2 The Supplier shall grant Experian or provide Experian with access to such objects, records and personnel as Experian reasonably requires for the aforementioned purpose. In connection with such audits, Experian shall give reasonable notice to the Supplier and shall keep the Supplier's Confidential Information confidential and require Experian's designated representative to agree to keep it confidential.

12. Regulatory requirements

- 12.1 In order to ensure information security, the extended obligations in accordance with Appendix 1 of these GTCs apply. Depending on the risk classification, Experian may agree further conditions that are essential for Experian.
- 12.2 Each party will cooperate and exchange information with the other as necessary (including in cases where the parties individually or collectively may have caused harm to end consumers) to ensure that both parties comply with their regulatory obligations and to help achieve positive outcomes for consumers.
- 12.3 Supplier shall conduct its business activities in a manner that promotes social and environmental responsibility and business ethics in accordance with all applicable laws and regulations. In furtherance of the foregoing, Supplier shall: (i) not employ any person under the age of 15 (or 14 if permitted by the law of the applicable country) or under the age for completion of compulsory education or under the minimum age for employment, whichever is greater; (ii) not engage in forced or involuntary labor in any form (e.g., (ii) engage in forced or involuntary labor in any form (e.g. debt bondage, indentured labor, or involuntary prison labor), nor shall employees be required to post papers or bonds; (iii) provide a safe and healthful work environment and take effective measures to prevent potential workplace accidents; (iv) respect the rights of all employees to form and join labor unions and bargain collectively without adverse consequences or retaliation by Supplier; (v) not discriminate in hiring or employment on the basis of race, nationality or territorial or social origin, gender, sexual orientation, family responsibilities, marital status, political affiliation, age, pregnancy, disability or any other condition that could lead to discrimination; (vi) treat all personnel with dignity and respect and not engage in or support physical punishment, psychological or physical coercion or verbal abuse of personnel; (vii) comply with collective bargaining agreements (where applicable) and industry standards on working hours, breaks and holidays; (viii) comply with all applicable wage and hour laws and regulations and provide legally required benefits; (ix) act in a manner that protects and preserves the environment, including compliance with all industry standards; and (x) comply with all applicable bribery, corruption and prohibited business practice laws and regulations.
- 12.4 The Supplier will comply with the above standard of conduct ("Code of Conduct") and implement processes and procedures demonstrating how it manages compliance with the Code of Conduct. The Supplier will retain all records necessary to demonstrate compliance with the Code of Conduct and will provide Experian with access to such records upon written request (or alternatively provide clear and accurate responses to Experian's enquiries regarding the Supplier's compliance with the Standards, regulatory requirements and business or employment practices).
- 12.5 The Supplier warrants, represents and undertakes that it has the ability, capacity and any statutory authorisation to provide the Services in a reliable and professional manner.
- 12.6 The Supplier shall properly supervise the performance of the Services by its employees and approved third parties and shall adequately manage the risks associated with the performance of the Services.
- 12.7 The Supplier shall notify Experian immediately if it becomes aware of anything that may affect its ability to provide the Services or in accordance with applicable laws and regulatory requirements.
- 12.8 In the event of a data protection breach in accordance with Article 33 of the GDPR or a security incident in accordance with ISO 20071 (hereinafter collectively referred to as the "incident") the Supplier is obliged to report the incident immediately (but at least 24 hours after becoming aware of the incident) to the Experian DACH data protection team at <mailto:DACH-SecurityIncident@experian.com> with all information known up to that time and a call-back number.

- 12.9 Supplier shall cooperate with all relevant Regulatory Authorities in connection with the provision of the Services. To the extent that Supplier is required to deal with any relevant Regulatory Authority in connection with the Services, Supplier shall do so in an open and cooperative manner.
- 12.10 The Supplier shall provide Experian with such information and assistance as Experian reasonably requires to (i) comply with its legal and regulatory obligations and (ii) enable Experian to assess the impact of the Services on its systems and controls.
- 12.11 The Supplier shall co-operate with Experian in all matters relating to the Services and shall comply with all instructions given by Experian.
- 12.12 If the Supplier supplies Experian with Software, the Supplier acknowledges that the Software may be subject to export control laws and regulations ("Export Controls") and agrees to comply with the Export Controls where applicable. The Supplier agrees to notify Experian immediately if the Software is or will be subject to Export Controls and to provide Experian with details of the Supplier's Export Control Licence so that Experian may use the Software as permitted. If Experian is permitted to sub-license or distribute the Software to third parties (including companies in the Experian Group), then this notification requirement applies to the export controls that apply in all countries to which Experian is permitted to sub-license or distribute.
- 12.13 If at any time export controls prevent or impair Experian's ability to use Licensed Software as permitted, Experian shall be entitled to terminate the Purchase Order immediately by written notice to the Supplier.
- 12.14 Experian carries out regular checks of its suppliers against sanctions lists. If Experian becomes aware at any time that the supplier is on such a list, Experian shall be entitled to immediately terminate the order and all other contracts existing with the supplier by written notice to the supplier.

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Annex 1

Experian security requirements

The security requirements contained in this Security Requirements Document are intended to ensure that the Supplier has an information security program in place to protect the Experian Data it receives, processes, transmits, stores, delivers and/or otherwise accesses.

DEFINITIONS

"Experian Data" means Experian's highly sensitive information, which includes, by way of example and without limitation, data, databases, application software, software documentation, supporting process documents, documentation of operating processes and procedures, test plans, test cases, test scenarios, cyber incident reports, consumer information, financial data, employee data and information regarding potential acquisitions, and other information of a similar nature or as mutually agreed in writing, the disclosure, modification or destruction of which would cause serious harm to Experian's reputation, valuation and/or place Experian at a competitive disadvantage.

"Resource" means all Supplier Equipment, including but not limited to laptops, personal computers, routers, servers and other computer systems that store, process, transmit, convey or otherwise access Experian Data.

INFORMATION SECURITY PROGRAM

Supplier shall maintain a comprehensive information security program that includes administrative, technical, and physical safeguards appropriate to the complexity, nature, and scope of its activities and the sensitivity of its information assets. Such safeguards include the elements listed below and are reasonably designed to:

- (1) to achieve the security and confidentiality of Experian information;
- (2) Protect against anticipated threats or hazards to the security or integrity of Experian data;
- (3) Protect against unauthorized access to or use of Experian information that could result in significant harm or inconvenience to Experian, its customers and/or consumers; and
- (4) Provide assurance to Experian of the ongoing effectiveness of the controls.

If the Third Party Provider receives, stores, processes or transmits Cardholder Data (CHD; in particular the primary account number) or Sensitive Authentication Data (SAD)*, it must comply with the most recent Payment Card Industry Data Security Standard (PCI DSS) which relates to the processing of such data as a service provider to Experian. The Third Party Provider shall provide Experian with a copy of its most recent PCI DSS Attestation of Compliance (AOC) and other relevant documentation (Self-Assessment Questionnaire - SAQ) upon request. For further definitions, see PCI Data Security Standard, published on <https://www.pcisecuritystandards.org/>.

SAFETY REQUIREMENTS

1. Information security and governance policies

Supplier's information security program will be consistent with the practices described in an industry standard such as ISO 27002 and this Security Requirements Document.

2. Confidentiality and integrity

The Supplier shall use a managed security approach to ensure that Experian information is protected throughout its lifecycle, from creation through transformation and use to storage and destruction, regardless of the storage media, e.g. tape, hard disk, paper, etc.

3. information management

The supplier shall appoint contact persons for Experian who are responsible for the information assets under their control, including Experian data.

4. Protection against data loss

Data Loss Prevention (DLP) solutions should be deployed to identify, monitor and protect data in use (e.g. endpoint actions), data in motion (e.g. network actions) and data at rest (e.g. data storage) through content control and with a centralized management framework.

5. vulnerability management

Firewalls, routers, servers, PCs and any other resources used in the provision of Services to Experian will be kept up to date with appropriate security specific system patches. The Supplier will conduct regular penetration testing (including automated and manual methods) carried out by independent third parties to further assess the resources.

6. Physical security

There is a security function that grants, adjusts and revokes physical access to facilities where Experian information is stored or can be accessed. All Supplier locations and access to information are within the agreed location unless otherwise approved in writing by Experian.

7. change management

Changes and improvements to the resource(s) must be managed through a controlled change management process. A designated "owner" should be identified for all change requests and changes should be approved by a change management group.

8. Logging and monitoring

Logging mechanisms must be in place for all systems that process, transmit or store Experian data. Logging is required to identify security incidents, determine individual accountability, and reconstruct events. Audit logs are kept in a protected state (i.e., encrypted or locked) and processes are established for periodic review to detect intrusions, unauthorized access, unintentional activity, malware, or attempts at these or other actions that could compromise the security of systems that process Experian data. They are retained for a period of at least 90 days.

9. Intrusion Prevention Systems

The Supplier shall implement security measures (including IPS and IDS) to protect the Supplier's telecommunications system(s) and any computer system or network device used by the Supplier to provide services to Experian to reduce the risk of infiltration, hacking, intrusion access by or exposure to a third party.

10. Incident response

Appropriate processes and procedures for responding to security breaches and unusual or suspicious events and incidents will be established and maintained to limit further damage to Information Assets and to enable identification and tracking. Supplier shall report to Experian any actual or suspected security breach or incident affecting Experian within twenty-four (24) hours after Supplier becomes aware of such breach or incident.

11. Malware Defense

The supplier uses computer malware detection/scanning services and procedures.

12. Separation of duties and environmental conditions

Supplier shall maintain controls that ensure adequate segregation of duties among Third Party Supplier personnel, including access to systems and networks. Duties shall be assigned in such a manner that an individual does not have conflicting duties that could result in the accidental or intentional compromise of information, systems, or processes, nor the ability to conceal their errors or irregularities.

13. Encryption and PKI

All Experian Data will be encrypted when stored (at rest) in accordance with the usual state of the art or information security, unless compensating controls approved by Experian are implemented. No Experian Data will be stored on laptops unless Experian agrees that there is a business need for such storage, and if so, Experian Data will be encrypted on laptops.

14. Network Security

Supplier shall provide the following data communication security services to:

- a) protect the confidentiality and integrity of all data transmitted over any form of data network; and

- b) Ensure the implementation and maintenance of strong, current best practice standard encryption techniques for all instances where Experian data is transmitted over a public data network.

15. Identification, authentication and authorization

Each user of a resource has a uniquely assigned user ID to allow for individual authentication and accountability. Resources authenticate each user before granting any authorized access. The level of authentication required to access a resource is proportional to the sensitivity of the data stored on the resource. Access to privileged accounts is restricted only to those who manage the resource; individual accountability is maintained. All default passwords (e.g., from hardware or software vendors) are changed immediately upon receipt.

16. User passwords and accounts

User passwords are assigned according to the usual state of the art or information security, which protects access to the system (e.g. confidentiality, specifications for password assignment, encryption during storage and transmission, expiry after a number of days, blocking after failed login attempts).

17. Authorization of the remote access connection

All remote access connections to internal vendor networks and/or computer systems require authorization and provide an approved means of access control at the "point of entry" to third-party computing or communications resources through multi-level authentication. Such access is provided through secure access channels, such as a Virtual Private Network (VPN).

18. Secure system development

Applications developed by Vendors to process Experian Data will follow a methodology that provides for: (i) defining security requirements as part of the requirements definition phase; (ii) using a design model that incorporates security best practices; (iii) developing code in a manner that minimizes security vulnerabilities (such as cross-site scripting, SQL injection, buffer overflows, etc.); (iv) testing the code through static and dynamic assessments; and (v) deploying the application in a secure production environment.

19. Personnel security

All supplier and subcontractor employees, if any, who: (a) have access to an Experian network; (b) have access to or can view or use Experian information, must pass a criminal background check and general background checks. The Supplier is not required to screen individuals who are prohibited by law from doing so.

20. Training and awareness raising

Supplier shall require all employees to participate in information security training and awareness activities at least annually and provide a learning record for employees.

21. Experian's right to audit

The supplier is subject to remote and/or on-site assessment of their information security program and compliance with these security requirements.