

Terms & Conditions by Experian in Germany

1. Scope

- 1.1 Experian is represented in Germany by Experian GmbH based in Baden-Baden, infoscore Consumer Data GmbH based in Baden-Baden, informa HIS GmbH based in Wiesbaden and Boniversum GmbH based in Neuss (all Experian companies hereinafter collectively referred to as "**Experian**").
- 1.2 These Terms and Conditions (hereinafter referred to as the "**Terms and Conditions**") apply to the contractual relationship between Experian and the applicable Customer to the extent that the contract between Experian and Customer refers to these Terms and Conditions ("**Experian**" and "**Customers**"), hereinafter individually referred to as the "Party" and collectively as the "**Parties**". Unless an express reference to these terms and conditions is contained in the contract, only the provisions of the contract and the regulatory provisions shall apply mutatis mutandis.
- 1.3 These Terms and Conditions may be updated by Experian from time to time. The terms and conditions in the respective version shall apply according to the date of conclusion of the contract. Any amendment to the Terms and Conditions by Experian at the expense of Customer in the event of an update of the Terms and Conditions shall only be permitted by written agreement between the parties.
- 1.4 The content of the individually negotiated contract shall take precedence over the content of these Terms and Conditions in the event of conflicts or contradictions.

2. Main duties

- 2.1 Experian will:
 - 2.1.1 provide the services in accordance with the provisions of the contract;
 - 2.1.2 use reasonable care and skill in the provision of the Services (including the collection and compilation of data on which the Services are based or contained in the Services); and
 - 2.1.3 use appropriately qualified personnel in the provision of the services.
- 2.2 Customer shall provide Experian with all information and support services agreed upon by the parties in order for Experian to perform its obligations under this Agreement and shall use all reasonable efforts to ensure that the information provided to Experian is complete, accurate, and in the agreed format.
- 2.3 Each party must
 - 2.3.1 in the case of a project schedule, make all reasonable efforts to fulfill its obligations under the contract in accordance with the project schedule; and
 - 2.3.2 ensure that its personnel, while on the premises of the other party, comply with the reasonable safety and health requirements of that party notified to them.
- 2.4 Each party warrants that:
 - 2.4.1 it has the power of representation to conclude the contract;
 - 2.4.2 it has obtained, and will continue to obtain, all necessary licenses, consents, approvals and agreements, to the extent required, necessary for the performance of its obligations under this Agreement and for the grant of rights to the other party under this Agreement; and
 - 2.4.3 the use permitted under this Agreement of information, data, software, documentation, scorecards and/or services that it provides to the other party does not infringe any intellectual property rights of any third party in the territory of the Federal Republic of Germany.
- 2.5 Only expressly designated warranties are the only warranties that each party makes to the other with respect to the subject matter of this Agreement.

3. Nature and Use of Services

- 3.1 Experian's Services are not intended to be used as the sole basis for business decisions and do not relieve Customer of its obligation to comply with its own obligations under applicable law.
- 3.2 Experian's services also include models and techniques based on statistical analysis, probability, and predictive behavior. Customer acknowledges that it is advisable to use the Services as one of several factors in its decision-making process and to be responsible for determining these other factors. To the extent that Experian, as the data controller, transmits data to Customer, Customer acknowledges that Experian's data is based on data provided by third parties, the accuracy and/or completeness of which Experian cannot guarantee.
- 3.3 Customer agrees that:
 - 3.3.1 will use the Services and/or Experian Materials provided under this Agreement only for the permitted purpose set forth in the Agreement;
 - 3.3.2 will not sell, transfer, sublicense, distribute, commercially exploit or otherwise make available to or benefit any third party the Services and/or Experian Materials made available under this Agreement, except as expressly permitted in the Agreement;
 - 3.3.3 will not adapt, alter, modify, reverse engineer, decompile, or otherwise interfere with any Experian Materials made available under this Agreement (and will not allow any third party to do so) without Experian's prior written consent or other legal permission; and
 - 3.3.4 will only make such copies of the Experian Materials as are reasonably necessary for the use of the Experian Materials in accordance with the Agreement.

4. Mutual Obligation

- 4.1 Each party is required to comply with all applicable laws applicable to that party in connection with the provision or use of the Services (as the case may be).
- 4.2 To protect data security and information security, both parties are obliged to implement and keep them up to date with appropriate technical and organizational measures that are appropriate to the risk associated with the processing. In doing so, it is Experian's responsibility, among other things, to provide the data and the interface for data access to the customer and to secure its systems and data against unauthorized access by third parties; it is the responsibility of the customer to operate its systems, data processing programs and interfaces securely and to secure them against unauthorized access by third parties.
- 4.3 To protect the integrity of the data used in connection with the Services, the parties are obliged during the term of the Agreement:
 - 4.3.1 comply with the data security regulations, including those set out in **Appendix 1**, and;
 - 4.3.2 copy, interfere with, and/or improperly use any digital certificate, web certificate, or other security device provided.
- 4.4 Before the Customer is activated for access to the systems and data, the Customer is obliged to answer questions about information security and to submit appropriate evidence. Upon receipt of the evidence, Experian will review it and activate the customer within three working days after successful verification.
- 4.5 Each party allows the other party to check compliance with the security requirements in relation to the subject matter of the service contract during the term of the contract. Audits of internet-facing services, APIs and systems are permitted and possible at any time with reasonable notice, during regular business hours and in coordination with the other party. Audits of internal processes, especially in the context of cyber and information security, are carried out by requesting appropriate evidence. These can be obtained on a needs-based basis and a maximum of once a year, considering appropriate advance notice. Suitable evidence is, for example: certificates (e.g. ISO27001) or other suitable evidence (e.g. Confirmations from the relevant Information Security Officer (ISO) or Data Protection Officer (DPO)). If there is appropriate evidence, compliance with the obligations is proven and an additional audit does not take place in this case. If one of the parties wishes to carry out an additional audit without cause during a contract year, it shall reimburse the party to be audited for all costs reasonably and properly incurred in connection with the performance of such an additional audit. The party conducting the audit must:

- 4.5.1 comply with the other party's procedures regarding the protection of confidential information about the other party's Customers; and
- 4.5.2 take all reasonable measures to cause as little disruption as possible to the other party's business operations during such an audit.
- 4.6 User access devices or passwords (as applicable) are provided by Experian to enable Customer to access and use the Services in accordance with the terms of this Agreement. The Customer shall ensure that the User Access Devices or the passwords are not copied and/or used in an improper manner. It is Customer's responsibility to notify Experian of any unauthorized use and/or disclosure of a user access device or password so that Experian may suspend or disable such user access device or password, if necessary. Customer will continue to be liable for any additional costs under the Services incurred in connection with the use of a user access device or password until Customer notifies Experian.

5. Consumer Protection

- 5.1 The parties will cooperate and exchange information to the extent necessary to ensure that both parties comply with their legal obligations and to help achieve positive outcomes for consumers.
- 5.2 The parties also agree that if consumer protection laws apply to the provision or use of the Services, they will comply with such Consumer Protection Terms and the following additional terms will apply:
 - 5.2.1 If the consumer protection obligation applies to the use of services by the customer, the customer must determine the way in which he sells his products so that good customer results are achieved based on a scientifically recognized mathematical-statistical method.
 - 5.2.2 Customer shall comply with the Services in accordance with the Permitted Purpose and any other legal provisions relating to the use of the Services or restrictions on the use of the Services.
- 5.3 In addition, Experian reserves the right to audit and monitor Customer's compliance with the Permitted Purpose and all rights and restrictions on use, as well as its obligations under this Agreement. Customer will provide Experian with all materials that Experian reasonably requests to conduct such evaluation and review. Customer is also required to notify Experian of any violations of the permitted purpose and use rights or restrictions. In the event that, in Experian's reasonable discretion, Customer's use of the Services is inconsistent with the permitted purpose or use rights and restrictions, or Customer fails to comply with its obligations under the Consumer Protection Obligation, the following procedure shall apply:
 - 5.3.1 Experian will notify Customer in text form, stating the breach, and will give Customer 15 days to remedy the breach and ensure that use of the Services is consistent with the permitted purpose and rights and restrictions on use.
 - 5.3.2 If Experian determines, in its sole discretion, that Customer is still in breach of the Terms after the expiration of the period set forth in Section 5.3.1 to remedy the breach, Experian reserves the right to suspend Customer's use of the Services upon sending a written notice to that effect and to provide Customer with a grace period of 28 days after receipt of the notice of suspension, within which he can remedy the violation.
 - 5.3.3 If the non-compliance is remedied within the grace period set forth in Section 5.3.2, Experian will lift the suspension. Otherwise, Experian reserves the right to terminate this Agreement immediately upon written notice to Customer without notice if either:
 - 5.3.3.1 non-compliance cannot be remedied; or
 - 5.3.3.2 the non-compliance can be remedied, and the customer has failed to remedy the non-compliance in accordance with the above-mentioned deadlines.
- 5.4 In addition, the following provisions apply:
 - 5.4.1 The parties undertake to act in good faith towards the end Customers;
 - 5.4.2 The parties must avoid foreseeable harm to end Customers;
 - 5.4.3 The parties must enable and support end customers in pursuing their financial objectives; and
 - 5.4.4 If Customer determines that Customer or any other company in its distribution chain is not delivering results to End Customers using a scientifically recognized mathematical-

statistical method, Customer must notify Experian immediately; or if one of the parties discovers or becomes aware that a communication prepared by another undertaking in its distribution chain does not produce results for final customers on the basis of a scientifically recognised mathematical-statistical method, it must immediately inform the relevant undertaking in the distribution chain of the problem.

- 5.5 If Experian makes any determinations as a result of (a) changes in applicable law (including reasonable interpretation thereof), (b) changes in the provision of third-party data used in connection with the Services, or (c) a security breach that, in Experian's reasonable discretion, may cause harm to consumers, Experian may, upon prior notice in writing to Customer, take any of the following actions: seize:

- 5.5.1 suspend and/or modify the affected services if necessary; or
- 5.5.2 obtain alternative data that is identical or comparable to the data used for the services concerned; or
- 5.5.3 terminate this Agreement without liability in respect of the affected Services.

6. Liability

- 6.1 Experian's liability, regardless of the legal grounds, only occurs if the damage was caused by culpable breach of an essential contractual obligation, in a manner that jeopardizes the achievement of the purpose of the contract, injury to life, limb or health or the Product Liability Act, or is due to gross negligence or intent on the part of Experian. In this respect, Experian is also liable for its legal representatives and vicarious agents.
- 6.2 In the case of slight negligence, liability is limited to the typically foreseeable and avoidable damage.
- 6.3 If it is not possible for Experian to provide the services owed due to force majeure or other unforeseeable, extraordinary or non-natural circumstances, the period for the provision of services shall be extended by the duration of the disability.
- 6.4 The data stored by Experian may be subject to change at any time, e.g. due to deletion or updating. The information provided to the customer is therefore the current situation, which is derived from the information available to Experian.
- 6.5 It is the sole responsibility of the Customer to assess the impact of the information provided on the service and business relationship with the data subject. Experian is not liable for the suitability of the information for a particular purpose or success.
- 6.6 Individual damage limits are agreed between the parties in individual contracts.

7. Warranty

- 7.1 The Customer acknowledges that:
 - 7.1.1 in the case of data processing, the service has only statistical relevance for predicting a risk,
 - 7.1.2 the use of the Service in the case of software that uses statistical or empirical data and/or modelling techniques to statistically predict a risk cannot guarantee or guarantee that a specific result will be achieved, and that
 - 7.1.3 the result of an examination of the content and quality of the data transmitted to Experian.
- 7.2 The warranty is based exclusively on the agreed service level and, if the conditions are met, on the obligation to pay damages.

8. Confidentiality Agreement

- 8.1 When exchanging confidential information, the disclosing party shall be referred to as the "Disclosing Party" and the receiving party as the "Receiving Party."
- 8.2 The Receiving Party acknowledges that the confidential information disclosed to it was previously neither wholly nor partially known or accessible, is therefore of economic value to the Disclosing Party, is kept secret through appropriate protective measures, and that the Disclosing Party has a legitimate interest in maintaining its confidentiality. Even if certain confidential information does not meet the requirements of a trade secret under the German Trade Secrets Act (GeschGehG),

- it shall still be subject to the obligations of this agreement if it falls under a category of confidential information as defined herein.
- 8.3 Confidential information includes all information and data disclosed by the Disclosing Party to the Receiving Party, in particular:
 - 8.3.1 Information falling under the German Trade Secrets Act, i.e., trade secrets, analytical results, products, project work, analysis processes, know-how, designs, inventions, business relationships, business strategies, business plans, pricing, financial planning, and all related information;
 - 8.3.2 Any documents, data, and information of the Disclosing Party that are subject to technical and organizational confidentiality measures, i.e., marked as confidential or which, from the perspective of a reasonable observer, are typically considered confidential in the context of initiating or conducting a business relationship;
 - 8.3.3 The specific content of this agreement;
 - 8.3.4 Any copies of the information falling under the above categories.
 - 8.4 The following shall not be considered confidential information:
 - 8.4.1 Information that becomes publicly known without breach of this agreement;
 - 8.4.2 Information lawfully disclosed to the Receiving Party by a third party without restrictions;
 - 8.4.3 Information that the Receiving Party can prove it lawfully possessed or independently developed prior to the effective date of this agreement.
 - 8.5 Each party, as the Receiving Party, agrees to maintain absolute confidentiality and to protect the confidential information disclosed to it from disclosure, publication, or dissemination, unless required by data protection transparency regulations.
 - 8.6 The parties agree to exercise the same degree of care and confidentiality as they use for their own confidential information, and to protect the confidential information from unauthorized access by third parties through appropriate confidentiality measures.
 - 8.7 The Receiving Party agrees to use the confidential information solely for the purpose stated above and to disclose it only to third parties where necessary, provided that such third parties are bound by this agreement as if they were a party to it.
 - 8.8 Employees of the parties, affiliated companies within the meaning of §§ 15 et seq. AktG, all subsidiaries, and professional advisors (e.g., auditors, tax advisors, lawyers, consultants) bound by confidentiality obligations are not considered third parties.
 - 8.9 The Receiving Party further agrees not to make copies or reproductions of the confidential information unless absolutely necessary. Any reproduction must be solely for internal evaluation purposes and kept to a strict minimum.
 - 8.10 If disclosure is required by law or governmental order, the Receiving Party must promptly notify the Disclosing Party to allow protective measures to be taken. The Receiving Party shall make reasonable efforts to limit the scope of disclosure and support the Disclosing Party as far as possible.
 - 8.11 If the Receiving Party becomes aware of unauthorized reproduction, disclosure, or use of confidential information, it must immediately notify the Disclosing Party and take necessary measures to prevent further unauthorized actions.
 - 8.12 The confidentiality obligation remains in effect even after termination of this agreement and applies regardless of whether a business relationship is established. Upon fulfillment of the purpose or expiration of the agreement, all confidential information must be returned or destroyed, unless otherwise agreed or required by law. Destruction of electronic data must ensure complete and irreversible deletion.
 - 8.13 The Disclosing Party assumes no liability for the accuracy or completeness of the confidential information or for any damages resulting from its use. This agreement does not grant any licenses or usage rights to intellectual property, including trademarks, designs, patents, copyrights, or other rights. Ownership and usage rights remain with the Disclosing Party. Rights under the Trade Secrets Act remain unaffected.
 - 8.14 Potential intellectual property rights to ICD materials, including ICD data, remain with ICD (or its licensors). ICD data refers to data, personal data, databases, and/or scores provided by ICD to the customer under this agreement, excluding customer data.

- 8.15 Experian designs and creates product presentations that constitute protected works under § 2(1) of the German Copyright Act (UrhG). The Experian employee creating the presentation is the author under § 7 UrhG. Experian holds all necessary usage rights. Only Experian is authorized to record product presentations, typically via digital platforms like Microsoft Teams or on-site. Breaks are excluded from recordings for privacy reasons. Consent is obtained before recording, and recordings are made available to the customer via Experian's central data exchange server.
- 8.16 The Receiving Party shall refrain from economically exploiting or imitating the confidential information beyond the stated purpose, including by third parties. Reverse engineering is strictly prohibited.

9. Confidentiality

- 8.1 The parties undertake to maintain secrecy about all confidential information and data of the other partner that come to their attention in the course of the preparation, execution and performance of this contract and to protect them from access by third parties.
- 8.2 Confidential information includes procedures, documents, know-how, concepts, business plans, samples, formulas, production techniques and ideas, product and program specifications, drawings, sales and marketing data or marketing plans, information about pricing and business relationships, and other trade and business secrets.
- 8.3 The obligation does not apply to the extent that confidential information can be demonstrated:
- 8.3.1 were already publicly known before the transmission,
 - 8.3.2 became public knowledge after notification without the cooperation of the receiving contractual partner and regardless of any fault on the part of the recipient,
 - 8.3.3 were already known to the receiving party before the transmission,
 - 8.3.4 have been made known to the receiving party by a third party who is not subject to any direct or indirect obligation of secrecy vis-à-vis the other party,
 - 8.3.5 are to be disclosed on the basis of mandatory statutory provisions or in the context of official or judicial (including arbitration) proceedings,
 - 8.3.6 in the case of an assignment of claims, be passed on to the assignee in order to enable him to enforce the claim, or
 - 8.3.7 be passed on by a party to third parties bound by professional secrecy in order to protect its rights arising from this cooperation.
- 8.4 The parties will only disclose each other's confidential information to those employees, collaborators and subcontractors who need to know about it in order to perform this Agreement. These obligations are valid for up to 5 years after the termination of the contract.

10. Intellectual property law

- 9.1 All copyrights, database rights, domain names, patents, registered and unregistered design rights/proprietary rights, registered and unregistered trademarks and all other industrial, commercial or intellectual property rights subsisting in any jurisdiction in the world, and all rights to register them (collectively, "Intellectual Property Rights"), rights in Customer Materials shall remain with Customer (or its respective licensors). Customer Materials means all items/documents provided to Experian by Customer in connection with the Agreement. To the extent that any rights in such Customer Materials or Customer Data are transferred to Experian by operation of law, Experian hereby transfers such rights to Customer.
- 9.2 All intellectual property rights in Experian Materials remain with Experian (or its respective licensors). Experian Materials means the Software and any materials, documentation, scorecards, or other items/documents developed and/or licensed by Experian or any Experian company to which Experian is a member in connection with this Agreement. To the extent that any rights in such Experian Materials are transferred to Customer by operation of law, Customer hereby assigns such rights to Experian.
- 9.3 Experian grants Customer a non-exclusive, non-transferable license to use Experian Materials provided as part of the Services for the Permitted Purpose. The license granted under this clause is granted separately for each individual element of the Experian Materials and commences on the date on which the relevant element of the Experian Materials is first made available to

Customer. Customer may not upload Experian Materials to any third-party applications, including artificial intelligence ("AI") technologies, including, but not limited to, large language models and generative AI and other artificial intelligence technologies.

9.4 If at any time the above conditions are not met, Experian shall be entitled to immediately cease the provision of all Services.

9.5 Each Contracting Party

9.5.1 acknowledges and agrees that it may not acquire or claim any of the other Party's (or the other Party's licensors) intellectual property rights by virtue of any rights granted to it under this Agreement or using such intellectual property rights;

9.5.2 warrants that it will not at any time do or refrain from doing anything that is likely to interfere with the other Party's (or the other Party's licensors' property) ownership of such intellectual property rights; and

9.5.3 agrees not to remove, suppress or alter in any way any proprietary markings, including trademarks or copyright notices, on or in each other's Materials and agrees to include such proprietary markings in all copies of such materials.

11. Force majeure

10.1 Neither party shall be liable for any delay or failure to perform its obligations under this Agreement if such delay or failure is due to force majeure.

10.2 If the force majeure continues for 28 days or more, the party not invoking force majeure may notify the other party that it is terminating the Agreement with effect from a date specified in the notice without penalty or other liability (other than the Customer's obligation to pay the accrued fees).

12. Compliance

11.1 Each party shall immediately report to the other party on:

11.1.1 any request or demand for an unjustified financial or other advantage granted or requested in connection with the contract;

11.1.2 any form of slavery or trafficking in human beings in a supply chain related to the contract;

11.1.3 any request or demand by a third party to facilitate/facilitate tax evasion in connection with the performance of this Agreement.

11.2 Both parties may expect the other party to conduct its business activities with integrity, in particular to comply with the applicable law, e.g. human rights including the core labour standards of the International Labour Organization (ILO), anti-corruption, data protection, competition and antitrust law, and to ensure that these requirements are also complied with by their respective own business partners, and to promote them accordingly and act honestly, responsibly and fairly. Both sides can request proof of control measures from the other party if necessary.

11.3 The parties also commit to the efficient use of natural resources and measures to reduce waste, emissions and energy consumption.

11.4 The parties are obliged to inform and oblige the employees, insofar as they are involved in cooperation with the other party, to comply with the relevant data protection regulations.

13. General Provisions

12.1 The parties are not entitled to assign rights and obligations arising from the contractual relationship to third parties or to transfer the contract, unless the other party has previously agreed to the assignment in writing. The right to withhold payments or set off against claims is excluded unless Experian has previously agreed to the set-off in writing.

12.2 Amendments to this Agreement shall be effective only if they are in writing and signed by the parties (signature may be by electronic signature); However, changes to the schedule made in accordance with an agreed change control procedure will be effective.

12.3 The failure of Experian to exercise or delay in exercising any right, power or remedy shall not constitute a waiver thereof, nor shall it preclude any partial exercise, further exercise of the same or any other right, power or remedy.

12.4 The Agreement, including these T&Cs, contains all the terms and conditions agreed between the parties in relation to the subject matter of this Agreement and supersedes all prior agreements

(oral or written) between the parties in relation to the same subject matter. Each party acknowledges that in entering into this Agreement, it is not relying on any negligently given warranty or representation that is not contained in this Agreement and that it has no claim in this Agreement.

- 12.5 Nothing in the Contract and these T&Cs is intended or intended to be construed to:
 - 12.5.1 to establish a partnership or a so-called "joint venture" (e.g. as a partnership under German civil law (GbR) according to §§ 705 et seq. BGB) of any kind between the customer and Experian;
 - 12.5.2 authorize one party to act as the representative of the other party; or
 - 12.5.3 authorize either party to act on behalf of or on behalf of the other party or to bind the other party in any way.
- 12.6 Should one or more of the above provisions be invalid in whole or in part, the validity of the remaining provisions shall not be affected. The invalid provision shall be replaced by another legally permissible provision which comes as close as possible to the originally intended economic purpose of the parties.
- 12.7 If legal regulations or requirements imposed by the competent authorities make further cooperation legally impossible or no longer economically viable, Experian reserves the right to modify the contractually agreed services or to terminate the contract extraordinarily. To the extent possible, Experian will provide reasonable notice of such modification and/or termination. Due to modification or exercise of the termination, the customer is not entitled to any claims against Experian.
- 12.8 The Agreement shall be governed by the laws of the Federal Republic of Germany, excluding its conflict of law provisions. The application of the UN Convention on the International Sale of Goods is excluded.
- 12.9 These terms and conditions are provided in the English language. In case of doubt or translation errors, the German version shall prevail.

Appendix 1

Experian Security Requirements

1. Introduction

- 1.1 The security requirements contained in this document represent the minimum-security requirements acceptable to Experian and are intended to ensure that the parties have appropriate controls in place to protect information and systems, including any information they receive, process, transmit, store, provide and/or otherwise access on behalf of Experian.
- 1.2 The definitions contained in this document have the following meanings:
 - 1.2.1 "Information" means sensitive information from either party, including, but not limited to, data, databases, application software, software documentation, supporting process documents, documentation of operational processes and procedures, test plans, test cases, test scenarios, cyber incident reports, consumer information, financial data, employee data, and information about potential acquisitions, and other information of a similar nature or pursuant to mutual written agreement. Agreement, the disclosure, modification or destruction of which would cause serious damage to Experian's reputation or reputation and/or put Experian at a competitive disadvantage.
 - 1.2.2 "Resource" means all information technologies, systems, devices, and applications managed by third parties that store, process, transmit, transmit or access Experian information or are otherwise related to the provision of contracted services to Experian.

2. Information Security Policies and Governance

- 2.1 Parties must have, maintain, and disseminate information security policies, standards, and procedures that are relevant to their operating environment, and ensure that they are reviewed at scheduled intervals or in the event of significant changes to ensure their continued suitability, appropriateness, and effectiveness.

3. Training and awareness raising

- 3.1 The Parties shall oblige all employees to attend information security and awareness training at least once a year and to document proof of participation for all employees.

4. Personnel security

- 4.1 The parties manage the security risk of the personnel by screening the persons to a level appropriate to their intended function before the granting of access authorization.

5. Identity and access management

- 5.1 The parties proactively manage individual, group, system, and application login accounts and ensure that the creation of all accounts and the assignment of access permissions is governed by formal registration. Privileged accounts must be restricted to specific people or roles. All accounts, privileges and access permissions must be regularly reviewed, validated and changed if necessary.
- 5.2 Parties must establish requirements for complexity, length, and lifespan to ensure strong criteria for password-based authentication and consistently implement the requirements across all systems and applications. Multi-factor authentication (MFA) is used to access networks, resources, and privileged access scenarios based on organizationally defined requirements.

6. Vulnerability Management

- 6.1 Technical vulnerabilities must be consistently identified, prioritized, tracked, and remediated across all resources, systems, infrastructure, and applications, both hosted and developed. Proactive software patching must be done on a set schedule.
- 6.2 All outward-facing (Internet-facing) resources involved in the provision of services to Experian shall be subjected to a penetration or web application security test at least once a year.

7. Endpoint security (desktops, laptops)

- 7.1 The end devices must be managed in such a way that a uniform security configuration is guaranteed and only approved software can be installed.
- 7.2 Anti-malware technologies are used to detect and eliminate malicious code on endpoints.

8. Cryptography

- 8.1 To protect the confidentiality of information at rest and in transit, cryptographic measures are used to prevent unauthorized disclosure.

9. Network

- 9.1 The Parties shall design and implement firewall and router configurations between untrusted and trusted networks on a least privilege basis and review them at least once a year. All remote access to resources and information is done through managed network access control points.

10. Logging and monitoring

- 10.1 Requirements for logging and monitoring should be established, prioritizing the monitoring of resources according to their criticality and the sensitivity of the information they store and process.
- 10.2 Event logs and alerts must be reviewed on an ongoing basis, and inappropriate or unusual activity that has an actual or potential impact on a security incident must be reported in accordance with established deadlines and procedures.

11. Security Incident Management

- 11.1 Procedures to facilitate the response to potential or actual security incidents and data breaches shall be established and regularly tested to ensure business continuity.

12. Change Management

- 12.1 Changes to systems, applications, and infrastructure must be approved, scheduled, approved, tested, and evaluated according to a defined process or procedure. The operational authorisations to carry out changes must be limited to authorised personnel.

13. Audit law

- 13.1 The parties are subject to a remote and/or on-site assessment of their information security controls and compliance with these security requirements.

14. Bulk Email Communications

- 14.1 The parties may not send "bulk emails" to each other's employees without the prior authorization of the other party. The party must obtain approval through their Key Account Manager before starting the process.