



Agreement for The Purchase of Goods & Services

IMPORTANT-READ CAREFULLY: The following is a legally binding agreement between you, as the supplier, and Experian South Africa (Pty) Ltd. which includes the Experian business unit, division, subsidiary, Affiliate or joint venture that placed the Purchase Order (defined below) (collectively and individually referred to as "Experian"). By accepting the Purchase Order issued by Experian, you ("Supplier") agree to be bound by the following terms (the "Agreement"):

1. Definitions

1.1 "Affiliate" means any entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a Party to this Agreement, including without limitation joint ventures of a Party.

1.2 "Confidential Information" means all information, in any form, whether or not marked or identified, whether of the disclosing Party or any of its clients or Affiliates, furnished or otherwise made available, directly or indirectly, in connection with this Agreement, including without limitation the existence and terms of this Agreement, any Purchase Order and any Schedule.

1.3 "Deliverables" means all documents, products, and materials developed and/or supplied by Supplier in accordance with the Services, or as otherwise supplied by Supplier to Experian under or in connection with this Agreement, Schedule or Purchase Order.

1.4 "Effective Date" means the date set forth on the first page of this Agreement, where no date is specified the effective date shall be the earlier of the date of the second signature to the signature page of this Agreement or the date of the earlier of the first Purchase Order or first Schedule.

1.5 "Goods" means any item of merchandise or product provided to Experian by Supplier under or in connection with this Agreement.

1.6 "Intellectual Property Rights" means copyrights, trade secrets, trade names, product names, logos, database rights, patents, registered or unregistered design rights, registered or unregistered trademarks, and all other industrial, commercial or intellectual property in any jurisdiction in the world and all the rights to apply for the same.

1.7 "Law" means any federal, local or foreign law, order, statute, rule, regulation, ordinance or other act of a legally binding nature.

1.8 "Personnel" means and includes a Party's or an Affiliate's directors, officers, employees, agents, auditors, consultants and subcontractors.

1.9 "Purchase Order" means an ordering document issued by Experian to Supplier indicating the type, quantities, and agreed prices for Goods or Services to be provided by Supplier in accordance with this Agreement.

1.10 "Schedule" means an attachment that incorporates this Agreement by reference.

1.11 "Services" means the services, including the provision of any Deliverables, to be performed in connection with this Agreement, a Schedule and/or a Purchase Order.

1.12 "Supplier's Pre-Existing Intellectual Property Rights" means any Intellectual Property Rights developed by Supplier wholly unrelated to and not arising out of this Agreement or the Services and without benefit of the Experian Confidential Information or Experian Intellectual Property Rights.

2. Term and Termination

2.1 The term of this Agreement shall commence upon the Effective Date hereof and continue until terminated pursuant to this Agreement.

2.2 Either Party may terminate this Agreement, any Schedule, or Purchase Order immediately without liability to the other and without prejudice to its other rights at any time by giving notice in writing to the other Party if:

2.2.1 The other Party is in material breach of any of the terms of this Agreement which is not capable of remedy or where remedial, has failed to remedy that breach within thirty (30) days of being notified in writing of it; or

2.2.2 The other Party's financial position has deteriorated to such an extent that in the reasonable opinion of the terminating Party its capability to adequately fulfill its obligations hereunder has been placed in jeopardy.

2.3 Experian shall be entitled to terminate any Schedule or Purchase Order hereunder upon reasonable prior written notice to Supplier.

2.4 Experian may cancel a Purchase Order at no charge prior to the receipt of the Goods by Experian or provision of Services.

2.5 No termination of this Agreement, or any Schedule or Purchase Order shall affect any rights, obligations, or liabilities of either Party which have accrued before. In the event of any termination of this Agreement, or any Schedule or Purchase Order, Experian's liability hereunder is limited to Goods and/or Services accepted prior to the date of termination.

2.6 Upon any termination of this Agreement, or any Schedule or Purchase Order, completion of the Services under the applicable Schedule, or the written request of Experian, Supplier shall immediately return or destroy, as Experian may direct in writing, all Confidential Information, materials, and other documentation written/created pursuant to this Agreement, including without limitation Experian credit cards, telephone cards, office or desk keys, security passes, software, computers, modems, diskettes, instruments, tools, or devices. If Experian terminates a Schedule pursuant to Section 2.2 above, then Experian will be entitled to receive a refund from Supplier of (i) any prepaid, but unused fees for Services; and (ii) all amounts paid by Experian pursuant to the Schedule on account of the Services or other goods furnished by Supplier to Experian in conjunction with such Services, that Experian is unable to utilize effectively or completely as a result of Supplier's failure to cure the breach.

3. Orders, Delivery, and Acceptance

3.1 Supplier shall provide Goods or Services as described in a Schedule and/or Purchase Order. Supplier shall cause its Personnel to abide by the terms of this Agreement, including, but not limited to, the "Ethical Standards set forth in Section 13. Risk of loss and title to the Goods shall pass to Experian upon receipt.

3.2 Supplier will deliver all Goods to Experian's designated location, freight prepaid and added to Experian's invoice or as otherwise negotiated. All items are to be suitably boxed, wrapped, or coated so as to be protected against hazards of shipment, storage, and exposure and labeled to show the Purchase Order number and delivery contact name. Itemized packing slips showing the Purchase Order number shall accompany each delivery. Experian's count shall be conclusive in the absence of a packing slip.

3.3 Goods and Services shall be delivered within the mutually agreed upon delivery time, in conformance with this Agreement, Purchase Order, or Schedule. Experian shall have the right to inspect and test Goods within a reasonable time after delivery to Experian. If the Services are not performed to Experian's satisfaction or the Goods are not in conformance with the specifications or Purchase Order therefore, Experian shall notify Supplier within a reasonable amount of time and identify to Supplier the deficiency in Goods and/or Services. Supplier will use its best efforts to either correct and deliver to Experian, at Supplier's sole cost and as soon as practical following its receipt of notice, the corrected Goods and/or Services or credit the applicable invoice for the deficient Goods at Experian's sole preference. Neither payment for Goods or Services nor inspection shall constitute or imply acceptance of the Goods or Services and shall in no way impair the right of Experian to reject damaged, non-conforming or defective Goods or Services, or to avail itself of any other remedy to which it may be entitled.

4. Payment

4.1 Supplier shall be compensated for the Goods or Services specifically set forth in a Purchase Order or Schedule. Said compensation shall be the entire compensation to which Supplier shall be entitled to

hereunder, and neither Supplier nor Supplier's Personnel or any other person or entity retained by Supplier shall be entitled to receive any other compensation.

4.2 Supplier shall be solely responsible for and shall bear all costs and expenses incidental to the performance of the Services, including but not limited to, all costs and expenses of any required drug screen(s), credit check(s) and/or any background investigation(s) and equipment, and all fees, licenses, bonds or taxes in connection with Supplier's costs of doing business. In connection with travel approved in writing by Experian, reasonable and necessary travel related expenses actually incurred in connection with the performance of the Services shall be reimbursed pursuant to Experian's travel policy that is available on request from the Supplier.

4.3 Experian shall be entitled to any discounts for prompt payment or volume purchase customarily granted by Supplier. The cash discount period available to Experian shall run from the date of receipt of an invoice conforming to the instructions herein or receipt of the Goods at the agreed destination, whichever occurs last. Experian will be granted any price reductions applicable that occur after the Purchase Order has been issued and before the Goods and/or Services are delivered.

4.4 Supplier shall submit its invoices to Experian upon completion of the Services and/or delivery and acceptance (if applicable) of the Goods. Supplier shall submit its invoices in accordance with the applicable Purchase Order. For more information on how to submit invoices please refer to user guide attached to the confirmation registration workflow email. Payment for Goods and Services shall be made forty-five (45) days from receipt of a correct invoice therefore. For the avoidance of doubt, if Supplier does not include in such invoice a Purchase Order number, a unique invoice number, a description sufficient to identify the Goods delivered or Services performed, and any other information reasonably requested by Experian, or if the amount invoiced is otherwise inaccurate, then such invoice will not be correct for the purpose of this section and Experian shall be under no obligation to pay the Supplier until the Supplier has provided such correct invoice. Experian reserves the right to deduct from or offset against any payment to Supplier all monies due or becoming due Experian from Supplier whether in connection with this Agreement or otherwise. Supplier shall maintain complete and accurate records relating to Supplier's invoicing under this Agreement. During the Term of this Agreement and for a period of three (3) years following termination hereof, Experian or its designated agent shall, during normal business hours, have reasonable access and the right to examine any of Supplier's books, documents, and records pertaining to Supplier's invoicing under this Agreement. As a condition of such review, Experian shall provide reasonable notice to Supplier and shall keep, and ensure that its designated agent agrees to keep, Supplier's Confidential Information in confidence and shall not disclose any Confidential Information obtained solely through the review without the express written consent of Supplier.

4.5 The fees set forth in the Schedule or Purchase Order do not include taxes. Experian shall be responsible for and shall bear all applicable sales, use, excise, personal property and value added taxes, or taxes of a similar nature (excluding personal property taxes on items owned and used exclusively by Supplier and taxes based on Supplier's gross margin or net income which shall be borne by Supplier), imposed by any provincial, or local government, or other taxing authority on all items, goods and/or services being paid for by Experian to Supplier under this Agreement. The Parties shall cooperate with each other to minimize any applicable sales, use, value added, withholding or similar tax and, in connection therewith, the Parties shall provide each other with any relevant tax information as reasonably requested (including, without limitation, resale or exemption certificates, multi-state exemption certificates, value added tax numbers, information concerning the use of assets, materials and notices of assessments). Notwithstanding the foregoing, Supplier shall notify Experian within ninety (90) days of the applicable invoice if taxes were improperly invoiced, thereafter Experian shall have no obligation to remit payment to Supplier for any taxes improperly invoiced by Supplier.

5. Ownership, Rights and Guarantees

5.1 All right, title and interest in and to all Deliverables and Intellectual Property Rights created during the performance of Services shall be and remain the sole and exclusive property of Experian. Immediately upon the creation of any Deliverables and/or Intellectual Property Rights created in the performance of the Services, Supplier shall disclose and deliver to Experian all information and data in its possession, power, or control necessary for a full understanding, application and, where applicable, registration of the Intellectual Property Right and/or Deliverable. In the event that Supplier creates any

works of authorship, the Parties agree such works of authorship shall be considered works made for hire under the copyright laws of the South Africa.

5.2 To the extent that any of the rights described above do not vest in Experian by operation of law or under this Agreement, Supplier shall assign and, upon their authorship or creation, expressly and automatically assigns all present and future Deliverable and/or Intellectual Property Rights created during the performance of the Services. Supplier releases any and all rights it may have in such Deliverables and/or Intellectual Property Rights, now or in the future. Supplier shall render to Experian, at Experian's sole cost and expense, any and all assistance required to effectuate and protect Experian's ownership rights provided herein. Supplier irrevocably waives any and all moral rights or any rights to similar effect in any country or at common law that Supplier may have with respect to the Intellectual Property Rights to the extent those rights have not been assigned above.

5.3 Supplier shall retain all ownership rights to Supplier's Pre-Existing Intellectual Property Rights. To the extent that any Supplier's Pre-Existing Intellectual Property Rights are contained in any Deliverable or used in connection with the Services, Supplier hereby grants Experian an irrevocable, non-exclusive, worldwide, perpetual, fully paid up license to use the Supplier's Pre-Existing Intellectual Property Rights included in any Deliverable or Service provided to Experian in order to achieve the intended benefit of the Service or Deliverable so provided.

5.4 All property of Experian, and all rights in Experian's Intellectual Property Rights, including Confidential Information, shall be and remain the property of Experian and Supplier has not and shall not be deemed to have acquired any license, right or interest therein. Supplier shall:

5.4.1 use any such property or Intellectual Property Rights only as authorized in advance in writing for the specified purposes that Experian authorizes and no other purposes whatsoever; and

5.4.2 keep such property in good order and condition and Supplier shall be solely responsible for any loss or damage to the Experian property while in the possession or control of Supplier; and return the property to Experian or otherwise dispose of it as directed by Experian.

5.5 Supplier shall transfer to Experian any guarantee or similar rights given by any manufacturer or supplier from whom it acquires the Goods. To the extent that such guarantee or similar rights are not transferable, the Supplier undertakes, at Experian's request, to enforce such guarantee or rights on behalf of Experian.

6. Representations and Warranties

6.1 Without prejudice to any other right or remedy available to Experian, Supplier represents and warrants to Experian that:

6.1.1 Supplier has the requisite power and authority to enter into and perform the terms of this Agreement and each Purchase Order and Schedule, that no further authority or approval is necessary, that the person executing this Agreement on its behalf has the full right and authority to fully commit and bind Supplier and that this Agreement and each Purchase Order and Schedule constitutes the valid and binding obligation of Supplier, enforceable in accordance with its terms;

6.1.2 Supplier has all necessary and advisable confidentiality and intellectual property assignment agreements with all of its Personnel who may perform the Services under this Agreement or develop the Deliverables and each such agreement is valid and enforceable;

6.1.3 To Supplier's knowledge, there are no claims, litigation or other proceedings pending or threatened which would prevent, hinder or challenge the transactions contemplated herein, including without limitation the provision of Services and Deliverables;

6.1.4 Neither the performance of the Services, the provision of the Deliverables nor the sale and/or use of the Services and/or Deliverables infringe on any Intellectual Property Rights of any third party.

6.1.5 The Goods and any Deliverables shall be free from all material defects in design, material, and workmanship.

6.1.6 All Goods it supplies shall be new, of satisfactory quality, and fit for a particular purpose held out by Supplier or made known to Supplier by Experian;

6.1.7 All Goods, Services, and/or Deliverables conform to the applicable specifications, drawings, or description detailed in any Schedule or Purchase Order; and

6.1.8 The Goods, and Services performed shall comply with applicable Law. Suppliers shall be solely responsible for any and all fees, penalties and interest, which result from Supplier's failure to comply with such applicable Law.

7. Indemnification. To the fullest extent permitted by law, Supplier shall defend and indemnify and hold harmless Experian, and Experian's landlord at the premises where operations will be performed and their respective Personnel ("Indemnified Parties"), from and against all damages, liabilities, claims, losses, costs and expenses (including but not limited to reasonable attorney and expert witness fees and expenses) that the Indemnified Parties may incur, suffer, become liable for, or which may be asserted or claimed against the Indemnified Parties, as a result of (i) the acts, errors, or omissions of Supplier and/or any of its Affiliates, or their respective Personnel or anyone for whose acts any of them may be liable and (ii) subpoenas served on an Indemnified Party as a third (3rd) party witness for any proceeding involving Supplier. The foregoing indemnification shall include, but is not limited to, a breach of any representation, warranty or covenant hereunder or a claim or threatened claim by any third party that the Goods, Deliverables or Services infringe the third party's Intellectual Property Rights (including in respect of the use or sale thereof by Experian). Experian may participate in the defense of any claim with counsel of its choosing, at its own expense. Supplier shall not enter into any settlement of a claim without the prior written consent of Experian. For the avoidance of doubt, this clause extends mutatis mutandis to Experian Affiliates.

8. Insurance. Supplier will maintain at its own cost and expense (and shall cause any permitted subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts generally carried by a reasonably prudent supplier in the industry, with one or more reputable insurance companies including Worker's Compensation with statutory limits and General Liability coverage with a ZAR10,000,000 limit. Supplier shall upon request, from time to time, provide Experian with such evidence of insurance and payment of premiums in connection therewith, as Experian may reasonably require.

9. Confidentiality

9.1 Each Party shall keep all Confidential Information of the other Party and/or its Affiliates strictly confidential and shall use no less than commercially reasonable efforts to protect such Confidential Information from any use, reproduction, publication, disclosure, or distribution except as specifically authorized by this Agreement.

9.2 Supplier shall disclose such Confidential Information of Experian to its Personnel solely on a need-to-know basis for the purpose of discharging its obligations to Experian hereunder. Supplier shall cause its Personnel to become bound by the obligations of confidentiality that bind Supplier hereunder and Supplier shall be liable for any failure by such Personnel to maintain such confidentiality.

9.3 The above-stated obligations of confidentiality do not apply to the extent such information:

9.3.1 is already in the public domain or becomes publicly available through no breach of this Agreement by the recipient;

9.3.2 that the recipient can document was independently developed by the recipient without reference to or use of the Confidential Information; or

9.3.3 is required to be disclosed by law or by a court of competent jurisdiction or by any regulatory body; provided that immediately upon receiving any such request Supplier promptly notifies Experian in writing of such requirement to enable Experian to seek a protective order to protect the confidentiality of such information, take action to assure confidential handling of the Experian Confidential Information, or take such other action as it deems appropriate to protect the Experian Confidential Information.

10. Publicity. Supplier shall not publicly disclose, including in any advertising or marketing materials or any press release or statement (i) the existence or terms of this Agreement or any Purchase Order or

Schedule or (ii) the existence of any Goods, Services or Deliverables provided hereunder without prior written consent from Experian's Head of Procurement and/or Finance Director, which may be withheld in Experian's sole discretion. Experian shall have the right to use Supplier's logo for internal marketing purposes only without the prior written consent of Supplier.

11. **REMEDIES.** Supplier and Experian each acknowledge that the failure to perform their respective duties under this Agreement, including, without limitation, Sections 9 or 10, may cause the other Party to suffer irreparable injury for which such injured Party will not have an adequate remedy available at law. Accordingly, the injured Party may seek to obtain an interdict or other equitable relief to prevent or curtail any such breach, threatened or actual, without posting a bond or security and without prejudice to such other rights as may be available under this Agreement or under applicable law. For purposes of this Agreement, "equitable relief" means and includes those remedies traditionally and historically granted by courts of equity, including without limitation, interdicts, attachment, declaratory relief, lis pendens, receivership, and replevin. Except as otherwise expressly provided in this Agreement, all remedies in this Agreement are cumulative and in addition to (not in lieu of) any other remedies available to a Party at law or in equity.

12. **Background Screenings.** All Supplier Personnel who work on-site at an Experian facility for more than one (1) business day or who will have access to an Experian network, shall undergo a, criminal background check, and general background investigation, prior to providing Services. The general background investigation will consist of verification of the worker's qualifications and credentials, verification of previous employment, and verification of identity number. The scope and criteria of the background check can be found at Appendix 1, incorporated herein by reference and may be modified by Experian from time to time. Supplier accepts and agrees to implement screening as required above prior to such person providing any Services under this Agreement. Such screening records may be audited by Experian. Supplier shall not be required to screen any individual where it is prohibited by law.

13. **Ethical Standards.** Supplier shall and shall cause its employees, subcontractors, agents and other personnel to abide by the terms of this Agreement, including, but not limited to, the ethical standards as set forth on Appendix 2.

14. General Provisions

14.1 **Non-exclusive; No Minimum or Maximum.** This Agreement shall not be construed as an exclusive contract. Experian may fulfill its requirements from the supplier(s) of its choice. This Agreement does not constitute a warranty, guarantee or commitment to purchase any minimum or maximum of Services or Deliverables from Supplier.

14.2 **Participation.** Notwithstanding anything contained herein to the contrary, any and all Affiliates of Experian may elect and note to participate in this Agreement under the terms set forth herein by executing, through Experian Services Corp or such Affiliate, a Schedule or issuing a Purchase Order referencing this Agreement. In the event of participation by any Affiliate, reference in this Agreement to Experian shall mean the participating entity under the applicable Schedule or Purchase Order. A breach of this Agreement by an Experian Affiliate shall not affect the rights, privileges or obligations of Experian or any other Experian Affiliate not in breach of this Agreement.

14.3 **Third Party Rights.** Persons or entities who are not a Party to this Agreement (other than Experian's Affiliates, as applicable) shall not have any rights under this Agreement and the Parties hereby agree that nothing in this Agreement shall be construed as creating a right that is enforceable by any person or entity that is not a Party to this Agreement or a permitted assignee of such Party.

14.4 **Assignment.** Supplier shall not assign, delegate, or otherwise transfer this Agreement or any of its rights under it, or purport to do any of these things, or any interest relating to this Agreement without the prior written approval of Experian. Any attempted assignment, delegation or transfer by Supplier without such approval shall be null and void ab initio. Experian may assign, transfer, sub-license or deal in any other manner with this Agreement or any of its rights under it to its Affiliates or subsequent owner without the prior written consent of Supplier. This Agreement is binding upon and inures to the benefit of the Parties and their permitted successors and assigns.

14.5 **Relationship of the Parties.** Supplier is an independent contractor and is not an employee, agent, partner, joint venture, or legal representative of Experian. Nothing in this Agreement is intended to, or

shall, operate to create a partnership or joint venture of any kind between Supplier and Experian, nor authorize either Party to act as agent for the other. Neither Party has the authority to act in the name or on behalf of, or otherwise bind, the other Party in any way.

14.6 Labor Disputes. Whenever Supplier has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of any order, Supplier shall immediately give written notice thereof, including all relevant information to Experian. Supplier agrees to insert the substance of this paragraph including this sentence in any subcontract hereunder.

14.7 Notice. Any notices (including requests, demands or other communication) to be sent by one Party to the other in connection with this Agreement shall be in writing and shall be delivered personally, by reputable overnight courier, by special delivery post (or equivalent service offered by the postal service from time to time) or by electronic mail, to the addresses of each Party as set out on the first paragraph of the first page of this Agreement or as otherwise notified in accordance with the provisions of this section. Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above. Notice shall be deemed to have been duly given as follows:

14.7.1 upon delivery if delivered personally or by reputable overnight courier;

14.7.2 five (5) days after the date of posting if sent by post;

14.7.3 if sent by electronic mail (to Experian at: EZA.DL.Finance@experian.com and emeaprocurement@experian.com and Supplier at the email address on file with Experian), upon confirmation of receipt.

14.8 Integration and Precedence. This Agreement, its Schedules, Purchase Orders, attachments and all other documents referred to herein constitute the complete agreement of the Parties relating to the subject matter hereof and supersedes any and all prior or contemporaneous agreements or understanding relating to the same subject matter, including without limitation any standard terms and conditions of Supplier. Each Schedule and Purchase Order shall incorporate therein all of the terms and conditions of this Agreement, and any reference to "this Agreement in such Schedule or Purchase Order shall include this Agreement and its attachments. If there is a conflict or inconsistency between the various documents forming this Agreement, such conflict shall be resolved by giving precedence in the following order: the Schedule; this Agreement; and the Purchase Order; except with respect to the indemnification obligations, confidentiality obligations, and limitations of liability, in which case, the terms and conditions of this Agreement shall always control.

14.9 Amendment and Waiver. No amendment or modification of any provision of this Agreement shall be valid or binding unless it is made in writing and signed by an authorized representative of each Party. Any waiver of a provision or breach must be signed by the Party waiving such breach or provision. No such waiver will be deemed a continuing waiver unless expressly stated in the signed waiver and any failure to exercise a right or remedy to which it is entitled by a Party at any time shall not be deemed a waiver of such right or remedy in any subsequent or other incident.

14.10 Interpretation. Any reference to a statutory provision includes a reference to any modification or re-enactment of it from time to time. The headings and pronouns contained herein are for convenience and ease of reference only and shall not affect the construction or interpretation of this Agreement.

14.11 Severability. To the fullest extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable Law. If any provision of this Agreement is finally determined to be invalid or unenforceable such provision shall be deemed to be severed from this Agreement and every other provision of this Agreement shall remain in full force and effect.

14.12 Forms. For its convenience, Experian may use its Purchase Order to order services or to specify subsequent changes, and Supplier may use its preprinted forms to acknowledge or invoice same. Notwithstanding the use of any preprinted forms, the provisions of this Agreement shall in all cases override and prevail over any differing or additional terms contained in any Supplier forms, including, without limitation, any shrink-wrap, click-wrap (or other electronic agreement), or any other terms and conditions that may be furnished in such Supplier forms and neither this Agreement nor any provision hereof shall be deemed to be superseded or otherwise changed in any way by any provision contained in any such forms and all additional terms are hereby rejected.

14.13 Survival. The provisions of this Agreement that, by their nature and content, must survive the completion, rescission, termination or expiration of this Agreement in order to achieve the fundamental purposes of this Agreement, shall so survive and continue to bind the Parties.

14.14 Governing Law. This Agreement and each Purchase Order and Schedule shall in all respects (including without limitation in respect of its validity, interpretation, construction, performance and enforcement) be governed by and construed in accordance with the laws of South Africa. The Parties hereby submit and agree to the exclusive jurisdiction the South Gauteng High Court, save that the Parties consent to the jurisdiction of the Magistrates Court having jurisdiction for the determination of any action or proceeding that relates to the recovery of monies owing by one party to the other which otherwise may be less than the monetary jurisdiction of the said court. Supplier shall maintain a registered agent for service of process with a street address in the state of California or the state of its primary location. The prevailing Party shall be entitled to all expenses, including attorneys' fees and costs, incurred in connection with any dispute hereunder.

14.15 Counterparts. Either the originals or copies, of this Agreement, may be executed as counterparts, each of which is deemed an original and all of which constitute one and the same agreement. The signatures of all of the Parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by electronic means is as effective as executing and delivering this Agreement in the presence of the other Party to this Agreement.

14.16 Advice of Legal Counsel. Each Party acknowledges, represents and warrants that it has consulted with and has obtained the advice and counsel of its attorney and that each has executed this Agreement voluntarily after careful and independent investigation, free from any fraud, duress, coercion or undue influence of any kind, without relying upon any statements, representations or warranties, written or oral, as to any law or fact made by any other Party, not expressly set forth herein.

14.17 Language. The Parties have expressly requested that the Agreement, as well as all other related documents, including notices, be written in the English language. In the event of any contradiction, discrepancy or difference between the English language version and any other versions (if any) of the text of this document or any documents contemplated or referenced hereunder, the English language version shall govern.

14.18 BEE Compliance

14.8. 1 The Supplier acknowledges Experian's commitment to implementing the principles and objectives of broad-based black economic empowerment ("B-BBEE") as set out in the Broad-Based Black Economic Empowerment Act 53, 2003 ("the Act").

14.8. 2 The Supplier warrants to Experian that it is in possession of a valid rating in terms whereof the Supplier has a B-BBEE rating in accordance with the Department of Trade and Industry's Codes of Good Practice or the prevailing recognized industry code(s), which certificate has been issued by an accredited verification agency.

14.8. 3 The Supplier undertakes to use reasonable commercial endeavours to maintain and improve this rating for the duration of the Agreement or any extension thereof. If it transpires that the Supplier's B-BBEE rating decreases at any time during the duration of this Agreement or any renewal thereof, the Supplier shall notify Experian thereof and in conjunction with Experian determine a reasonable and mutually satisfactory approach to rectifying the situation with a view to at least reinstating the previous B-BBEE rating as soon as reasonably possible thereafter if reasonable commercially viable to Experian.

14.8. 4 The Supplier undertakes to have at all times a valid certificate demonstrating its B-BBEE status and to present it to Experian upon Experian's request. If the Supplier fails to maintain at least a level 4 BEE status (once it has achieved this status) and/or is unable to provide Experian with a valid BEE certificate, Experian may issue a notice to the Supplier requiring it to remedy the failure within 60 (sixty) days, failing which Experian shall have the right to (i) deduct a penalty of 2% from the remuneration payable to the Supplier during the period in which the Supplier failed to maintain a level 4 BEE status; or (ii) in lieu of invoking the aforementioned penalty, suspend all payment and/or trading with the Supplier until a BEE improvement plan is agreed to between Experian and the Supplier or the Supplier provides Experian with a valid BEE Certificate (a level 4 or above); or (iii) suspend or terminate this Agreement, without any penalty.

APPENDIX 1

EXPERIAN SA BACKGROUND VETTING AND SCREENING CRITERIA

Pre-Vetting Personnel Checks

1. **Vetting.** Prior to performing Services for Experian, all Supplier employees, subcontractors or anyone else providing services to Experian provided by the Supplier who will work at Experian premises for more than one business day or have access to an Experian network shall undergo a background check in accordance with the standards set out below.

1.1 Supplier shall perform a background investigation with the following scope of work:

- (i) According to the applicable immigration, asylum and nationality laws of the Republic of South Africa ("RSA") - will verify proof of right to work in the Republic of South Africa, checking and recording documents as per the standards laid out by the Department of Home Affairs.
- (ii) will carry out a basic criminal records check.
- (iii) will carry out credit checks through both Experian and TransUnion credit bureaus
- (iv) will carry out an Identity check – this must be a current signed passport, or RSA green barcoded identity document or photocard identity document or a valid RSA drivers' license.
- (v) Proof of residency must be obtained. This must be an original document dated within the last 3 months. The Supplier must make every effort to ensure the authenticity of these documents.
- (vi) Verify the individual's employment history for a minimum of 5 years prior to the date of verification, provided not including gaps of under 3 months; and
- (vii) Verify education to confirm qualifications when relevant to the role.
- (viii) The Supplier will also perform a financial probity check to include directorship information.

2. **Adjudication criteria.** An individual shall be deemed ineligible to perform Services for Experian without a written waiver from Experian's Human Resources Departments if the individual:

- (i) has answered that they do not have any adverse consumer credit information on their credit records and subsequent checks show there is adverse consumer credit information linked to them and –
 - a. The individual will be involved in a positions requiring honesty in dealing with cash or finances; or
 - b. The inherent requirements of the service requires a credit check on the individual (e.g. where the job will give the individual access to Experian's records of consumer information);
- (ii) if there is information present that indicates the individual has a directorship or material interest in another company other than that to which the Supplier makes payments for the services delivered by the contractor to Experian.
- (iii) If a candidate has been convicted of any offence.
- (iv) materially misrepresented their education, prior employment or employment history including the positions held, or
- (v) provided documentation that is unable to be verified or is identified as belonging to another individual.
- (vi) has gaps in referencing of 3 months or more where no satisfactory proof can be obtained detailing activities for the period.

APPENDIX 2
EXPERIAN SA ETHICAL STANDARDS

Ethical standards

1. The Supplier warrants, undertakes and represents that it:
 - (i) shall not employ or use any person below the legal minimum age in all countries in which it operates or sources goods or services;
 - (ii) shall not use forced labour in any form (prison, indentured, bonded or otherwise) and staff are not required to lodge papers or deposits on starting work;
 - (iii) shall comply with all applicable local environmental, safety and health regulations and shall provide a safe and healthy workplace, presenting no immediate hazards to its staff;
 - (iv) within the customs and practices of the countries in which the supplier operates, shall not discriminate against any worker on any grounds (including race, religion, disability, age or gender);
 - (v) shall not engage in or support the use of corporal punishment, mental, physical, sexual or verbal abuse;
 - (vi) shall pay each employee at least the minimum wage, if any, and provide each employee with all legally mandated benefits;
 - (vii) shall comply with the laws on working hours and employment rights in the countries in which it operates;
 - (viii) shall comply with all relevant environmental legislation in the regions in which it operates;
 - (ix) has identified all the hazardous or toxic waste that it or its contractors or agents produce and that it is confident that all waste is disposed of by competent bodies via authorised disposal routes;
 - (x) supports the rights of workers to form or join trade unions which are free to meet without hindrance; and
 - (xi) shall refrain from, and shall cause its employees, agents and subcontractors who perform the services to refrain from, paying or receiving any improper bribes, facilitation payments, gratuities or kickbacks;
 - (xii) shall, in South Africa, adhere to and aim to achieve the objectives of the legislation and codes governing Black Economic Empowerment (as defined in such laws).

- 1.2. The Supplier shall at its own cost comply with Experian's generic requirements from time to time relating to the vetting of individuals employed in sensitive roles as set out in the Schedule or as communicated separately to the Supplier from time to time. Experian shall not be liable to the Supplier for any revenue which the Supplier fails to earn as a result of any delay by the Supplier in complying with these requirements.

APPENDIX 3
EXPERIAN'S DATA PROTECTION POLICIES

1. Definitions and interpretation

1.1 In this Appendix, the following words shall, unless otherwise stated or inconsistent with the context in which they appear, bear the following meanings and other words derived from the same origins as such words (that is, cognate words) shall bear corresponding meanings:

- 1.1.1 **"Appendix"** means this Appendix to the Agreement;
- 1.1.2 **"Affiliate"** shall mean with respect to a particular Party, any entity that directly or indirectly controls, is controlled by, or is under common control with such Party;
- 1.1.3 **"Agreement"** means the existing agreement concluded between Experian and the Supplier, in terms of which the Supplier provides services/products to Experian;
- 1.1.4 **"Best Industry Practice"** includes, in relation to an obligation, undertaking, activity or a service, the exercise of the degree of skill, speed, care, diligence, judgment, prudence and foresight and the use of practices, controls, systems, technologies and processes, which would be expected from a skilled, experienced and market leading service provider that is an expert in performing the same or similar obligation, undertaking, activity or service and utilising and applying skilled resources with the requisite level of expertise;
- 1.1.5 **"Data Protection Legislation"** means any data protection or data privacy laws applicable in the Republic of South Africa from time to time, including but not limited to the Protection of Personal Information Act 4 of 2013, the Promotion of Access to Information Act, 2 of 2000, the Electronic Communications and Transactions Act 25 of 2002, the Consumer Protection Act 68 of 2008 and the National Credit Act 34 of 2005;
- 1.1.6 **"Experian Data"** means any data, including Personal Information, supplied to the Supplier or its personnel by or on behalf of Experian or an Affiliate of Experian, or Processed by or on behalf of Experian or an Affiliate of Experian or its personnel;

- 1.1.7 **"Parties"** means the parties to this Appendix, being Experian and the Supplier;
- 1.1.8 **"Personal Information"** any other information which may be treated or defined as "personal information" in terms of any applicable laws, including Data Protection Legislation; and
- 1.1.9 **"Process"** means to collect, receive, record, organise, collate, store, develop, retrieve, consult, use, disseminate or perform any other act or action, including any other act or action which may be treated or defined as "**process**" or "**processing**" in terms of any applicable laws (including Data Protection Legislation). The word "**Processed**" shall have a corresponding meaning.
- 1.2 Capitalised terms not otherwise defined in this Appendix shall bear the meanings given to them in the Agreement.
- 1.3 If there is a conflict between any definition in this Appendix and the Agreement, then the definition appearing in this Appendix shall prevail.
- 1.4 For purposes of interpretation, the Agreement and this Appendix shall at all times be read together and shall constitute one and the same agreement.
- 1.5 Except for the additions contemplated in this Appendix, all the provisions of the Agreement remain unchanged and are amended or supplemented by this Appendix, and the provisions of the Agreement shall apply *mutatis mutandis* to this Appendix for the duration of the Agreement.
- 1.6 No agreement varying, adding to, deleting from or consensually cancelling this Appendix, and no waiver of any right under this Appendix, shall be effective unless reduced to writing and signed by or on behalf of the Parties.

2. **Data Protection**

- 2.1 In addition to and without prejudice to, or limiting the generality of, its further obligations contained in any other agreements concluded with Experian, when Processing any Experian Data, the Supplier shall:
- 2.1.1 comply with all applicable industry codes of conduct to the extent that they regulate or relate to the Processing of Personal Information;
- 2.1.2 use and apply appropriate measures, procedures and controls in relation to Personal Information, in accordance with Best Industry Practice;
- 2.1.3 not do anything, or omit to do anything, which will cause Experian to contravene any applicable laws, including any Data Protection Legislation;
- 2.1.4 keep Experian Data confidential; and

- 2.1.5 at all times strictly comply with Experian policies and procedures pertaining to the protection, privacy, Processing and destruction of Personal Information that apply to Experian and to which Experian is subject.
- 2.2 The Supplier may only Process Experian Data:
 - 2.2.1 for the specific purposes for which it was disclosed to the Supplier, and as delineated in any agreement concluded between the Parties; and/or
 - 2.2.2 as required or permitted by applicable law, including any Data Protection Legislation; and/or
 - 2.2.3 with the express prior written consent of Experian.
- 2.3 In addition and without prejudice to, or limiting the generality of, its further obligations in the Agreement, the Supplier shall take all reasonable and appropriate technical and organisational precautions and measures necessary to secure the integrity and confidentiality of Experian Data, and to prevent any (i) loss of, damage to, or unauthorised destruction of Experian Data; or (ii) unauthorised or unlawful access to or Processing of Experian Data.
- 2.4 The measures referred to in Clause 2.3 above shall include:
 - 2.4.1 conducting its own regular assessments to identify all reasonably foreseeable internal and external risks to the Personal Information in its possession or control ("**Data Risk Assessments**");
 - 2.4.2 establishing and maintaining appropriate safeguards against the risks identified and regularly verifying that such safeguards are effectively implemented and that the updated and aligned safeguards are effectively implemented;
 - 2.4.3 updating and aligning its safeguards to address the risks and deficiencies identified during and/or pursuant to Data Risk Assessments;
 - 2.4.4 ensuring that the safeguards are continually updated in response to new risks or deficiencies identified in previously implemented safeguards;
 - 2.4.5 providing Experian with copies and details of the results of all Data Risk Assessments within 5 Business Days after they are requested by Experian; and
 - 2.4.6 having due regard to applicable laws (including Data Protection Legislation), Best Industry Practice, and generally accepted information security practices and procedures which may apply to the Supplier or which are required in terms of specific industry or professional laws, rules and regulations.
- 2.5 The Supplier must:
 - 2.5.1 provide Experian with all assistance and co-operation requested by Experian in relation to any requests or complaints received from any person or entity regarding their Personal Information, including requests for the deletion, updating or correction of Personal Information; and

- 2.5.2 have in place and maintain appropriate processes and procedures to ensure that any data security breach involving Experian Data (a “Security Incident”) is detected in a timely manner; and
- 2.5.3 immediately (within 12 hours of a Security Incident occurring) notify Experian at informationofficerafrica@experian.com where there are reasonable grounds to believe that Personal Information may have been accessed or acquired by an unauthorised person. In such event, the Supplier must immediately:
 - 2.5.3.1 comply with all instructions and directions given by Experian;
 - 2.5.3.2 take all measures necessary to determine the scope of the compromise and to restore the integrity of Experian's infrastructure;
 - 2.5.3.3 take steps to minimise the impact of the security compromise on Experian and Experian's Data;
 - 2.5.3.4 provide to Experian (within such timescales as Experian requires) all support and information, necessary to enable Experian to manage the Security Incident, mitigate the impact of the Security Incident and comply with its notification obligations set out in the Data Protection Legislation;
 - 2.5.3.5 co-operate fully with Experian in relation to any investigations that Experian may initiate or which may be initiated by an investigator or other authority; and
 - 2.5.3.6 reimburse Experian for any costs incurred by Experian to meet its regulatory obligations (including notification obligations) and to remediate and respond to the Security Incident.
- 2.6 The Supplier shall, on request from Experian, supply all information, data and materials required by Experian to assess and confirm the Supplier's compliance with its obligations in the Agreement. This information shall be provided at no additional cost where provided in an electronic format only, but otherwise at cost where Experian requests the information other than in electronic format. The information shall be provided to Experian promptly and in any event within 5 Business Days of request, provided that if Experian is unable to receive the information within this period, then such information will be provided as soon as Experian is able to receive the information.
- 2.7 The Supplier shall comply with all reasonable directions and instructions which may be given by Experian regarding the Processing of Experian Data. It is further agreed that any directions or instructions which are required for purposes of ensuring compliance with any applicable laws, including Data Protection Legislation, shall also be deemed to be reasonable. To the extent that the Supplier engages a data operator as contemplated by the Data Protection Legislation then, it shall, prior to making any Experian Data available to the data operator, obtain Experian's written consent and enter into a written agreement with the data operator and ensure that such agreement imposes on the data operator the same data protection obligations and restrictions as imposed on the Supplier

by this Appendix.

- 2.8 Information security is a strategically important issue to Experian. The Supplier acknowledges that if it will handle or have access to, or is likely to handle or have access to, any data or other information of Experian or its Affiliates (“Experian Information”) it will complete an Experian information security questionnaire (“Security Questionnaire”) as part of Experian’s vendor selection and management process. If at any time the Supplier is handling or has access to Experian Information and has not completed a Security Questionnaire, Experian shall be entitled to terminate the Agreement by notice in writing to the Supplier (provided that if, this is because of any act or omission of Experian, Experian shall give the Supplier a reasonable opportunity to complete a Security Questionnaire before exercising this right).
- 2.9 The Supplier warrants to Experian that whilst the Agreement remains in force (and without prejudice to the provisions of Confidentiality under the Agreement and this Appendix) it will have and keep in place any information security measures which the Supplier has indicated to Experian (either in its response to the Security Questionnaire, or otherwise in writing) that it has or will have in place.
- 2.10 Upon termination of this Agreement for any reason, the Supplier and any of its sub-contractors/sub-processors (if applicable), with respect to Experian Data or data Processed, created, maintained or received by the Supplier on behalf of Experian, shall:
- 2.10.1 return to Experian, or destroy with the express written consent of Experian, the remaining Personal Information that the Supplier and any of its sub-contractors/sub-processors (if applicable) still maintain in any form;
 - 2.10.2 retain only that Personal Information which is necessary for the Supplier to carry out its legal responsibilities;
 - 2.10.3 continue to use appropriate safeguards and comply with Clauses 2.3 and 2.4 above, and any applicable law, including Data Protection Legislation in respect of security safeguards, to prevent loss of, damage to, or unauthorised access or disclosure of the Personal Information, other than as provided for in terms of this Agreement, for as long as the Supplier and any of its sub-contractors/sub-processors (if applicable) retain the Personal Information;
 - 2.10.4 not Process, use or disclose the Personal Information retained by the Supplier and any of its sub-contractors/sub-processors (if applicable) for any purpose, other than the purposes for which such Personal Information was obtained from Experian, and subject to the provisions as outlined in the Agreement, which applied prior to termination thereof; and
 - 2.10.5 return to Experian, or destroy with the express written consent of Experian, the Personal Information retained by the Supplier and any of its sub-contractors/sub-processors (if applicable) when it is no longer needed by the Supplier and any of its sub-contractors/sub-processors (if applicable) to carry out their legal

responsibilities as allowed for in terms of Clause **Error! Reference source not found.** The Supplier shall provide a certificate to Experian stating that such Personal Information has been destroyed where Experian consented to destruction thereof.

- 2.11 The Supplier shall not transfer to a third party the Personal Information or allow a third party to Process the Personal Information without the written consent of Experian.
- 2.12 The Supplier shall not transfer or Process the Personal Information disclosed pursuant to the Agreement outside of the Republic of South Africa without the prior written consent of Experian.
- 2.13 The Supplier hereby indemnifies Experian and holds Experian harmless against any and all claims or loss arising from a breach by the Supplier or its personnel of the Agreement and/or arising from the unauthorised Processing of, access to, use and/or disclosure of any Personal Information by the Supplier, its sub-contractors, sub-processors and/or any of their respective personnel.
- 2.14 The obligations in this Appendix shall also apply to and extend to Experian Data disclosed to or received by the Supplier prior to the Signature Date of this Appendix, including Experian Data disclosed to or received by the Supplier pursuant to any other agreement with Experian.
- 2.15 Any breach by the Supplier of its obligations set out in this Appendix shall be deemed to be a material breach of the Agreement and every other agreement concluded between Experian and the Supplier, and shall entitle, but not oblige, Experian to immediately terminate the Agreement and any other agreement concluded between Experian and the Supplier on written notice to the Supplier.

3. **Audit**

- 3.1 The Supplier shall allow for and contribute to audits (including inspections) by Experian or another auditor that they mandate in order to assess whether the Supplier has complied with its obligations in terms of this Appendix.
- 3.2 At Experian's request, the Supplier will demonstrate the measures it has taken according to the Data Protection Legislation to Experian and allow Experian to audit and test those measures.
- 3.3 Experian may audit the Supplier's premises and operations related to Experian's Personal Information or have a third party who has entered into a confidentiality agreement with the Supplier do so on their behalf, provided that:
 - 3.3.1 they give at least 30 days' notice to the Supplier; and
 - 3.3.2 the Information Regulator does not require otherwise.
- 3.4 The Supplier will cooperate with these audits and give Experian's auditors reasonable access to any premises and devices involved with the processing of Experian's Personal Information.

3.5 The Supplier will provide Experian or Experian's auditors with access to any information relating to Experian's Personal Information processing as Experian may reasonably require to assess the Supplier's compliance with:

3.5.1 this Appendix; or

3.5.2 any approved code of conduct or certification mechanism that the Data Protection Legislation reference.