This Agreement is made between: -

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| --- | --- | --- |
|  | **“Experian”** | **“Supplier”** |
| **Full company name** | Experian Services India Private Limited |  |
| **Registered Office**  *(or, if applicable, principal place of business)* | 5th Floor, East Wing, Tower 3, Equinox Business Park, LBS Marg, Kurla (West), Mumbai - 400070. |  |
| **Company Number** | U74140MH2008FTC178319 |  |

This Agreement shall comprise the following:

1. this signature sheet;
2. the schedule entitled “Experian: Agreement for Purchase of Services Schedule” (the “Schedule”) (if any) ;
3. Experian's Terms and Conditions of Purchase of Services (the "Terms and Conditions"); and
4. any Purchase Orders issued by Experian pursuant to this Agreement.
5. the Supplement(s) to the Terms and Conditions (if any) (“Supplement”)

The Supplier acknowledges that it has read and understood the Terms and Conditions and agrees to be bound by them as varied by the Schedule attached.

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|  | Experian | Supplier |
| **Signature of authorised signatory** |  |  |
| **Name** |  |  |
| **Position** |  |  |
| **Date** |  |  |

* 1. application of these terms
     1. The terms and conditions comprised in this Agreement are the only terms and conditions upon which Experian is prepared to deal with the Supplier and they shall govern the Agreement to the entire exclusion of all other terms or conditions.
     2. Each Purchase Order from Experian to the Supplier shall be deemed an offer by Experian to purchase the Services subject to the terms and conditions of this Agreement, and any other terms and conditions which Experian and the Seller may consider appropriate. No Purchase Order shall be accepted until the Supplier accepts the offer either expressly by giving notice of acceptance, or impliedly by fulfilling the Purchase Order (in whole or in part).
     3. This Agreement shall be effective from the Commencement Date and, subject to the provisions for early termination set out in this Agreement, shall continue unless terminated at any time by (i) Experian after providing the Supplier with a notice of not less than 30 (thirty) days and (ii) the Supplier after providing Experian with a notice of not less than 180 (one hundred and eighty) days.
  2. Interpretation
     1. In this Agreement:
        1. any reference to a statutory provision includes a reference to any modification or re-enactment of it from time to time;
        2. references to clauses and schedules are to the clauses of and the Schedule to this Agreement;
        3. references to any gender includes any other gender and the singular includes the plural and vice versa;
        4. the headings are for ease of reference only and shall not affect the construction or interpretation of this Agreement;
        5. words beginning with capital letters are intended to have the meaning given to them either in these Terms and Conditions or in the Schedule;
        6. where any matter is to be agreed, such agreement must be recorded in writing; and
        7. wherever the words “including”, “include”, “includes” or “included” are used they shall be deemed to be followed by the words “without limitation” unless the context otherwise requires.
     2. If there is any conflict or inconsistency between the various documents forming this Agreement, the following order of precedence shall apply to the extent of any conflict or inconsistency (the first mentioned documents prevailing over the later mentioned documents):
        1. the Schedule;
        2. these Terms and Conditions; and
        3. the Purchase Order.
  3. materials
     1. The Supplier shall, at its own expense, supply everything necessary for provision of the Services except as otherwise agreed in writing between the Supplier and Experian.
     2. All materials including any drawings, designs, patterns, samples, specifications and photographs (any of which may be in electronic form) made available by Experian to the Supplier in connection with this Agreement shall be and remain the property of Experian and the Supplier shall: -
        1. keep those materials in good order and condition;
        2. use those materials only for the purposes of this Agreement; and
        3. return those materials upon Experian's request at any time or, if no request is made, upon completion of this Agreement.
  4. performance
     1. The Supplier shall:
        1. provide the Services and Deliverables to Experian pursuant to this Agreement; and
        2. in carrying out the Services, comply with all instructions given by Experian.
  5. WARRANTIES
     1. Without prejudice to any other right or remedy available to Experian, the Supplier warrants, represents and undertakes to Experian that:
        1. it has obtained and will continue to hold all necessary licences, consents, permits and agreements required for the provision of the Services and the exercise by Experian of the rights granted by the Supplier to Experian under this Agreement;
        2. the Services will be performed by appropriately qualified and trained personnel with all reasonable care, skill and due diligence in accordance with Good Industry Practice and this Agreement and the instructions of Experian;
        3. the Services and Deliverables will conform with all descriptions and specifications provided to Experian by the Supplier including as set out in the Schedule;
        4. the Services and Deliverables will be provided in accordance with the Timetable and with all applicable legislation from time to time in force;
        5. any Deliverables provided shall be accurate, complete and fit for purpose; and
        6. use of the Services and/or any Deliverables by Experian will not infringe any Intellectual Property Rights of any third party.
        7. That the software provided by the supplier under this Agreement is the supplier’s own original work (or the original work of its licensor) and that the use of the software by Experian as permitted by this Agreement shall not infringe any third party Intellectual Property Rights, is not defamatory , obscene blasphemous or in breach of any law or regulation.
     2. Both parties warrant that they have the full power and authority to enter into this Agreement.
  6. charges
     1. The price payable for the Services and Deliverables shall be as stated on the Purchase Order or in the Schedule. All sums referred to in this Agreement are exclusive of value added tax, withholding tax, service tax and duties (present and future) of whatsoever nature with respect to this transaction or any other taxes as may be applicable; such taxes shall be to the account of the Supplier only and the Supplier would not have any claim on Experian for reimbursement of the same.
     2. Experian shall be entitled to the best rates afforded by the Supplier to its customers and shall be offered discount for prompt payment, bulk purchase or volume of purchase as granted by the Supplier to any customer, unless otherwise agreed between the parties. *Provided* that in the event that Experian becomes aware of any discount or better rates afforded at any other customer, the same shall constitute a material breach of this Agreement.
     3. The Supplier shall provide Experian with an invoice on completion of the Services and/or on delivery of the Deliverables under every Purchase Order (or as otherwise set out in the Schedule) together with such other documentation as Experian may from time to time specify. In any event all invoices and correspondence (if appropriate) shall include all details required from time to time by revenue authorities in India and in particular shall include those details as set out in the Schedule.
  7. PAYMENT AND INVOICING
     1. Experian will pay for the Services and Deliverables within 60 days, from the date it receives a correct invoice from the Supplier (the “Due Date”). For the avoidance of doubt, if the Supplier does not include in such invoice the information specified in the Schedule, or if the amount invoiced is otherwise inaccurate, then such an invoice will not be correct for the purpose of this Clause 7.1 and Experian shall be under no obligation to pay the Supplier until the Supplier has provided such correct invoice.
     2. Experian reserves the right to deduct from or offset against any payment to the Supplier all monies due or becoming due to Experian from the Supplier whether in connection with this Agreement or otherwise. Experian reserves any other right to delay and/ or withhold whether in whole or in part any payment to the Supplier all monies due or becoming due to Experian from the Supplier whether in connection with this Agreement or otherwise.
     3. Failure to promptly comply with the instructions set out in this Agreement, the Purchase Order or in the Schedule may delay payment.
     4. Experian shall not be obliged to pay any invoice which is received more than 90 days after performance of the Services to which it relates.
     5. No variation from the price set out in the Purchase Order or in the Schedule nor additional charges may be invoiced without the prior consent in writing of Experian.
     6. If any sum under this Agreement is not paid by the Due Date then, without prejudice to the parties other rights under this Agreement, the Supplier is not entitled to suspend any performance of the Services as a result of any sums being outstanding.
     7. The Supplier shall be responsible for accounting to revenue authorities in India and all other authorities for all taxes, insurance contributions and other liability charges and dues for which the Supplier is responsible.
  8. cONFIDENTIALITY
     1. The Supplier shall keep in strictest confidence all Confidential Information disclosed to it by Experian or its agents or otherwise understood or received by it pursuant to fulfilling its obligations under this Agreement and the Supplier shall restrict disclosure of such Confidential Information to such of its employees or agents on a need to know basis for the purpose of discharging its obligations to Experian and shall ensure that such employees/ agents or are subject to like obligations of confidentiality as bind it. At Experian’s request or, if no request is made, upon completion of this Agreement, the Supplier shall delete from its systems and return to Experian all such Confidential Information.
     2. The restrictions in Clause 8.1 do not apply to any information to the extent that it:
        1. is or comes within the public domain other than through a breach of Clause 8.1; or
        2. is in the Supplier’s possession (with full right to disclose) before disclosure is made under the terms of this Agreement; or
        3. is independently developed by the Supplier without access to or use of the Confidential Information; or
        4. is required to be disclosed by law or by a court of competent jurisdiction or by any regulatory body.
  9. PUBLICITY

The Supplier shall not disclose the making of this Agreement in any journal/magazine/publication or other medium or otherwise use Experian's name or logo or the name or logo of any of Experian's customers in any of its advertising or publicity material (including without limitation in any press release or statement) without first receiving written consent from authorized representative of Experian, which may be withheld or given in Experian’s absolute discretion.

* 1. intellectual property & OPEN SOURCE SOFTWARE
     1. The Supplier shall acquire no rights or interests in any Intellectual Property Rights of Experian by virtue of this Agreement.
     2. The Supplier shall make no use whatsoever of any Intellectual Property Rights of Experian unless authorised in advance in writing to do so by Experian. If and to the extent that Experian so authorises the Supplier, the Supplier warrants, represents and undertakes that it shall:
        1. only use such Intellectual Property Rights as Experian authorises, for the specified purposes that Experian authorises and no other purposes whatsoever; and
        2. comply with the directions from time to time issued by Experian about the use of Experian’s Intellectual Property Rights.
     3. To the extent it does not vest in Experian by operation of law or under this Agreement, the Supplier shall assign to Experian all rights, title and interest with full title guarantee, free from any adverse rights or claims, in all present and future Intellectual Property Rights and all other rights in the products of the Services (including the Deliverables) produced by the Supplier in performance of the Services, which assignment shall include but shall not be limited to all rights of action for damages for Intellectual Property Rights infringement, all rights in any modifications or enhancements to existing software, whether owned by Experian, the Supplier or a third party, and if necessary it shall procure the assignment to Experian by the author or creator of such Intellectual Property Rights produced during the performance of the Services.
     4. The Supplier shall:
        1. immediately upon creation of any Intellectual Property Right in performance of the Services, 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
        2. promptly, and at Experian’s request, do all such further acts and execute all such documents as Experian may from time to time require for the purpose of securing for Experian the full benefit of this Agreement, including all right, title and interest in and to the Intellectual Property Rights and all other rights assigned to Experian in accordance with this Agreement, in any or all countries and free from any adverse rights or claims.
        3. shall deliver to Experian the source code of the software created when it has been written (without retaining any copy in any medium)
     5. The Supplier shall irrevocably and unconditionally waive any and all moral rights to any Intellectual Property Rights produced by the Supplier pursuant to performance of the Services under the Copyright Act, 1957, the Patents Act, 1970 (as suitably amended). The Supplier shall claim no Intellectual Property Rights in such material nor write any time or logic bombs or other devices into any material.
     6. For the avoidance of doubt, the know-how, techniques or principles used which are the property of the Supplier at the start of the Services shall remain the property of the Supplier.
     7. The Supplier shall indemnify and keep Experian indemnified against any and all losses, costs, damages, liabilities, claims, demands and expenses suffered or incurred by Experian (including legal expenses reasonably and properly incurred) arising out of any claim brought against Experian by any third party alleging that its Intellectual Property Rights are infringed by the use by Experian of the Services and/or the Deliverables provided that Experian:
        1. informs the Supplier of such claim; and
        2. provides the Supplier with all reasonable assistance as requested by the Supplier.
     8. The Supplier shall
        1. not, without the specific, prior, written consent of Experian include any Open Source Software in any Deliverables which it is aware (or ought reasonably to be aware) will or may be incorporated within Experian’s products/services or provided by Experian to third parties if the terms on which the Open Source Software is made available would require Experian to disclose code in which it owns the Intellectual Property Rights to any third party.;
        2. notify Experian at Experian’s request from time to time of any Open Source Software which has been included within any other Deliverables.
     9. The Supplier (or where relevant the Supplier shall procure that its licensor at Experian’s request and expense shall enter into a source code deposit agreement with the NCC and Experian (or such other escrow agent as approved from Experian from time to time).
  2. data protection, compliance & Information Security
     1. Each party undertakes to the other that it will at all times pursuant to this Agreement comply with all applicable legislation, regulations, and other rules having equivalent force (including but not limited to the ITA) and any subordinate or associated regulations.
     2. In relation to the ITA the parties shall in addition to the general obligations under Clause 11.1 and without prejudice to any other provisions of this Agreement:
        1. only process such Personal Data in accordance with the terms of its registration under the ITA; and
        2. comply with the rights of the individuals to whom the provision of the Services relates as set out in the ITA.
     3. The Supplier warrants that it has in place and undertakes to maintain throughout the duration of this Agreement appropriate technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of or damage to or disclosure of Personal Data.
     4. The Supplier shall not process, transfer or store any Personal Data of Experian other than as reasonably necessary for the provision of the Services or otherwise in accordance with the instructions of Experian, and shall not without the prior written consent of Experian export or process any Personal Data of Experian outside India.
     5. 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 (“Experian Information”) it may be required to complete an Experian information security questionnaire (“Security Questionnaire”) as part of Experian’s supplier 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 as required, Experian shall be entitled to terminate this 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;
     6. The Supplier warrants to Experian that whilst this Agreement remains in force (and without prejudice to the provisions of Clauses 8 and 11.4) it will have and keep in place any information security measure 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;
     7. The Supplier acknowledges that in deciding whether to place business under any agreement with a supplier, and/or whether to renew or extend any such agreement, Experian will have regard to the principles and requirements of its “[Supplier Security Requirements](https://www.experian.com/content/dam/marketing/na/procurement/TPSMS029-Experian-Security-Requirements.pdf)” document (“the Security Requirements”) a copy of which will either have been provided to the Supplier, or which can be made available on request. The Supplier will act reasonably in assisting Experian in measuring its performance against, and achieving compliance with, the Security Requirements.
     8. Each party shall permit the other (on reasonable notice and during normal working hours) to audit the first party’s compliance with its obligations under this Agreement which shall include the ability for Experian to verify: (1) integrity of Supplier systems that process, store, support and transmit Experian Confidential Information; (2) internal controls (3) examine the financial controls, processes and procedures utilized by Supplier; and / or (4) examine and verify Supplier ’s performance of its obligations to enable Experian to meet its obligations under applicable law or to comply with its regulator, contractual or other requirements. The party carrying out the audit shall:
        1. observe the other party’s procedures relating to the protection of confidential information about any clients or customers of the other party;
        2. take all reasonable steps to minimise disruption to the other party’s business during such audit.
        3. The supplier will comply with the Third-Party

Security Requirements, a copy of which will either have been provided to the Supplier or is annexed to this Agreement, if applicable. It is the Supplier’s obligation to know if its applicable and to ensure it has obtained and understand the Third-Party Security Requirement if applicable.

* 1. INDEMNITY

The Supplier undertakes to indemnify and keep fully and effectively indemnified, Experian and its employees and agents from and against any and all liability, loss, claims, demands and/or expenses whatsoever which it or any of them shall at any time incur and which arises in connection with the Supplier’s provision of the Service save to the extent caused by the default of Experian or for Supplier’s acts or omissions.

* 1. insurance
     1. If the Supplier is
        1. Providing physical products, where the Supplier will be working or providing services in Experian facilities, or in other facilities on Experian’s behalf then the Supplier will need to procure a General Liability / Public and Product Liability Insurance of INR 1,20,000,000 or more.
        2. In control of Experian assets in the performance of the services, or if the Supplier employees will have access to Experian assets, or financial accounts, where a Supplier employee would have access to be able to steal something from Experian then the Supplier will need to procure a Crime/Fidelity Insurance of INR 1,20,000,000 or equivalent to the value of the Experian assets or amount of funds in the financial accounts accessible to the Supplier’s employees, whichever is higher.
        3. is providing professional services to Experian (consulting, software, programming, etc.) that impacts any of our production or client facing systems, or where our reliance on their services can create a liability to Experian, if their services are incorrect then the Supplier will need to procure a Professional Liability Insurance of INR 1,20,000,000 or more. If any production systems of Experian are involved, or systems that affect the products/services delivered to Experian clients, the Supplier needs to procure a Professional Liability Insurance of INR 8,00,000,000 or more.
        4. if personal or confidential information is provided to a Supplier, or a Supplier will be provided access to such information, cyber/privacy/data breach insurance cover is required to be procured by the Supplier with a limit based on the number of records provided or accessed at INR 1500 per record.
  2. TERM and Termination
     1. This Agreement shall be effective from the Commencement Date and shall remain in effect unless otherwise terminated in accordance with its terms (“**Term**”).
     2. Either party may terminate this Agreement 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:
        1. if the other party is in material breach of any of the terms of this Agreement which is not capable of remedy;
        2. if the other party is in material breach of any of the terms of this Agreement and, where remedial, has failed to remedy that breach within 30 days of being notified in writing of it;
        3. if the other party enters into liquidation (apart from solvent liquidation for the purposes of amalgamation or reconstruction), is dissolved, is declared bankrupt, has a receiver, administrator or administrative receiver appointed over all or part of its assets, enters into an arrangement with its creditors, or takes or suffers any action similar to those set out above; or
        4. if the other party’s financial position deteriorates to such an extent that in the reasonable opinion of the other party its capability to adequately fulfil its obligations hereunder has been placed in jeopardy.
     3. Experian shall be entitled to terminate this Agreement without liability to the Supplier and without prejudice to Experian's other rights at any time by giving notice in writing to the Supplier if any of the following occurs:
        1. if the Supplier fails to deliver any part of the Services and/or the Deliverables in accordance with this Agreement; or
        2. if there is a change of control or change in the ownership of the Supplier.
     4. Termination of this Agreement (or any element of it) shall not affect any rights, obligations or liabilities of either party which have accrued before termination or which are intended to continue to have effect beyond termination.
     5. On termination for any reason the Supplier shall immediately deliver to Experian all specifications, programs, materials and other documentation comprised in the Deliverables and existing at the date of such termination, whether or not complete. All Intellectual Property Rights in such materials shall automatically pass to Experian (save to the extent they have not already done so by virtue of Clauses 10.3 and 10.4). In the event the Supplier fails to deliver within 30 days of the date of termination, Experian shall be entitled to enter the Supplier's premises to take possession of all such materials.
     6. Provisions of the Agreement expressly agreed to survive termination and those provisions which by implication are required to survive termination, shall survive termination of this Agreement
  3. ethical standards and Staff VETTING
     1. The Supplier warrants, undertakes and represents that it:
        1. shall require that all personnel utilised in the supply of its Services shall be as selected by Experian. The background verification for such personnel shall be as per Experian prescribed guidelines.
        2. it is agreed between the parties that the agents/ officers/ employees of the Supplier shall not be considered as agents/ employees/ officers of Experian and the transaction contemplated herein is on a principal to principal basis only. The Supplier shall indemnify Experian for all claims, losses and damages arising out of the acts and omissions of the agents/ officers/ employees of the Supplier.
        3. shall subject to the above not employ or use any person below the age of 18 or below the legal minimum age (where this is higher);
        4. 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;
        5. 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;
        6. 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);
        7. shall not engage in or support the use of corporal punishment, mental, physical, sexual or verbal abuse;
        8. shall pay each employee at least the minimum wage, or the prevailing industry wage, (whichever is higher) and provides each employee with all legally mandated benefits;
        9. shall comply with the laws on working hours and employment rights in the countries in which it operates;
        10. shall comply with all relevant environmental legislation in the regions in which it operates; and
        11. supports the rights of workers to form or join trade unions which are free to meet without hindrance.
        12. 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
        13. 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
        14. shall at all times adopt Social Accountability International’s SA8000 Standard as a guiding principle in the absence of local regulations
     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.
     3. The Supplier and its agents/ officers and employees do not have the ability to contract with customers of Experian without the prior written consent of Experian and Experian shall not be held liable for any fraud, misrepresentation or misconduct by it/ them.
     4. The Supplier agrees that the association with Experian contemplated herein is limited to the supply of Services and Deliverables and shall make no other claims of authority or representation by whatever name called, to act on behalf of Experian.
  4. bribery and corruption
     + 1. The Supplier warrants, undertakes and represents that it (i) shall comply with all applicable laws and regulations on bribery, corruption, and prohibited business practices; (ii) has in place appropriate policies and procedures to prevent bribery and corruption and has a zero tolerance attitude towards bribery and corruption.
  5. HEALTH AND SAFETY
     + 1. The Supplier shall ensure that any Services and/or Deliverables supplied or installed under this Agreement comply with all legal requirements and in particular the Supplier agrees before delivery to furnish Experian with a list in writing of any harmful or potentially harmful properties or ingredients in the Services and/or Deliverables supplied.
  6. force majeure
     1. Neither party will be liable for any delay or failure in the performance of its obligations under this Agreement if such delay or failure is due to an event of Force Majeure.
     2. If Force Majeure occurs, the delaying party shall be entitled to an extension of time for so long as the Force Majeure persists on condition that it promptly notifies the other party (“unaffected party”) of the event of Force Majeure and discusses with it possible action to be taken to overcome the effect of Force Majeure and provided it uses all reasonable endeavours to overcome the event of Force Majeure.
     3. If the Force Majeure persists for a period of 28 days or longer, the unaffected party may give notice to the other to terminate this Agreement with effect from a date specified in the notice without penalty or other liability (except for any liability on the Supplier to pay any refund to Experian).
  7. GENERAL PROVISIONS
     1. This Agreement and all documents referred to in it constitutes the parties’ complete agreement relating to its subject matter and supersedes any previous agreements or arrangements between the parties relating to the same subject matter and, save for fraudulent misrepresentations, neither of the parties shall be bound by, or liable to the other party for, any representation, promise or inducement made by any agent or person on behalf of such party that is not contained in this Agreement.
     2. No amendment or variation of this Agreement shall be valid or binding unless:

it is made in writing and signed by an authorized representative for each party to this Agreement.

* + 1. Both parties intend and agree that the legal relationship created by this Agreement is one of the provision of independent specialist services. Nothing in this Agreement shall give rise to the presumption that the Supplier is an employee of Experian.
    2. Where the Supplier is an agency providing consultants to Experian; if for any reason any member or members of the Supplier’s personnel (including but not limited to employees, contractors and/or agency workers) is adjudged by a court or tribunal or statutory or administrative body or other authority of competent jurisdiction to be an Experian employee for employment, tax or other purposes (“a Claim”), the Supplier shall indemnify (and keep indemnified) Experian against any and all losses, damages, liabilities, claims, demands, compensatory awards, taxes, fines and expenses suffered or incurred by Experian (including legal expenses reasonably and properly incurred) arising out of or in connection with such Claim.
    3. The Supplier may not assign, transfer, charge or deal in any other manner with this Agreement or any of its rights under it, or purport to do any of these things, or sub-contract any or all of its obligations under this Agreement without the prior written consent of Experian. Experian may assign, transfer, charge, sub-license or deal in any other manner with this Agreement or any of its rights under it to its Group Companies without the prior written consent of the Supplier.
    4. If either party fails to exercise a right or remedy that it has or which arises in relation to this Agreement, such failure shall not prevent that party from exercising that right or remedy subsequently in respect of that or any other incident.
    5. A waiver of any breach or provision of this Agreement shall only be effective if it is made in writing and signed on behalf of the party who is waiving the breach or provision. Any waiver of a breach of any term of this Agreement shall not be deemed a waiver of any subsequent breach and shall not affect the enforceability of any other term of this Agreement.
    6. The Software shall be subject to acceptance by Experian pursuant to this clause.
       1. The software shall be subject to acceptance by Experian pursuant to this clause.
       2. The Supplier shall supply to Experian immediately after installation of any software , test data that in the reasonable opinion of the Parties is suitable to test whether the software performs to the documentation. Subject to the receipt of such test data and expected results , Experian shall process such data by way of acceptance testing within 7 days (or within such longer period of time as the Parties acting reasonably agree) after such receipt at a time mutually convenient to both parties.
       3. Notwithstanding, any other provisions of this Agreement to the contrary, Experian shall accept the Software immediately after it has correctly processed the test data by achieving the expected results.
       4. In the event of failure of the software to pass the tests referred to in clause 18.8.3 above the Supplier shall , and in any event not later than 3 days following the notification of the relevant failure , at its own expense correct the errors of the software and notify that its ready to repeat the tests and such tests shall be repeated within 7 days after such notice at a time mutually convenient to both parties.
       5. In the event of failure of the software to pass the repeat tests referred to in clause 18.8.4, Experian shall be entitled to serve notice either immediately terminating this Agreement or within 3 days of the Supplier’s receipt of the Notice , require the Supplier to correct the errors in the software in which the provisions of the Clause 18.8.4 shall mutatis mutandis, apply
    7. If any part of this Agreement is found to be invalid or unenforceable by any Court or other competent body, such invalidity or unenforceability shall not affect the other provisions of this Agreement and such other provisions shall remain in full force and effect.
    8. Nothing in this Agreement is intended to, or shall, operate to:
       1. create a partnership or joint venture of any kind between the Supplier and Experian;
       2. authorise either party to act as agent for the other party; or
       3. authorise either party to act in the name or on behalf of, or otherwise to bind, the other party in any way.
    9. Each party shall, at the reasonable request and cost of the other party, do whatever is reasonably required to give the other party the full benefit of all the provisions of this Agreement.
    10. Any notices to be sent by one party to the other in connection with this Agreement except for the service of Court proceedings shall be in writing and shall be delivered personally or sent by special delivery post (or equivalent service offered by the postal service from time to time) or fax to the addresses of each party as set out on the signature page to this Agreement or as otherwise notified in accordance with the provisions of this Clause.
    11. Notices shall be deemed to have been duly given as follows:
        1. If delivered personally, upon delivery;
        2. If sent by post, two clear days after the date of posting;
        3. If sent by fax, when transmitted provided that a confirmatory copy is sent by special delivery by the end of the next business day after transmission.
    12. If either party notifies the other party of a change to its details for the purposes of Clause 17.11, such notification shall only be effective on the date specified in such notice or seven days after notice is given, whichever is later.
    13. If the address for service of notices under Clause 17.11 is outside India, the Supplier elects the person or organisation named in the Schedule for the purposes of accepting service of notices within India on the Supplier’s behalf. Any notices sent to the Supplier in accordance with this Clause 17.14 are deemed given in accordance with Clause 17.12.
    14. Persons who are not a party to this Agreement shall not have any rights under this Agreement and for the avoidance of doubt the parties agree that nothing in this Agreement shall be construed as creating a right which is enforceable by any person who is not a party to this Agreement.
    15. This Agreement and all matters arising out of it shall be governed by, and construed in accordance with, the laws of India and the parties submit to the exclusive jurisdiction of the Civil Courts in the City of Mumbai.
    16. The Supplier shall comply with and adhere to Experian’s Code of Business Conduct for Supplier set out at (<https://www.experian.com/corporate/code-of-business-conduct>) at all times.
    17. The Supplier shall comply with the terms of the Third Party Security Requirements as specified in Annexure A. Any reference to ‘Third Party’ in Annexure A shall mean the “Supplier”.
    18. Non Compete clause:
        1. The Supplier shall be trained and necessary handholding time will be spent by Experian to help the Supplier to work with several of Experian’s existing and prospective customers for data compilation, procurement of data in tangible media and updating the data in relevant Experian servers. Experian shall conduct this initial handholding and knowledge transfer at its own cost and through its resources.
        2. The Supplier agrees that their work assignment for Experian will bring them into close contact with many of the Experian’s Customers, Customer Prospects, Vendors, Trade Secrets, and Confidential information. The Supplier further agrees that thus the covenants mentioned herein are reasonable and necessary to protect the Experian’s legitimate business interests and its Customer, Customer Prospect, and/or Vendor relationships, Trade Secrets, and Confidential Information.
        3. The Supplier agrees to faithfully perform the duties assigned to them and will not engage in any other employment or business activity while contracted by Experian that might interfere with their full-time performance of their duties for Experian or cause a conflict of interest. The Supplier shall abide by all of Experian’s policies and procedures, which may be amended from time-to-time.
        4. The Supplier also agree that, due to their position and engagement in any activity that may breach this Agreement will cause Experian great, immediate, and irreparable harmand so the Supplier agrees that, during the term of this Contract with Experian and for twelve (12) months after the termination thereof, regardless of the reason for the termination, they will not, directly or indirectly, anywhere in the Territory or, on behalf of any Competitive Business perform the same or substantially the same obligations / duties.
        5. Supplier grants to Experian a perpetual, irrevocable, non-exclusive, non-transferable license to use the software for the permitted purpose.
        6. The License granted under Clause 18.19.1 (“the License”) is made separately in respect of each individual element of the Software (if any) as identified in the schedule and commences on the date of such element of the software is first used by Experian. The License will automatically expire on termination of this Agreement for any reason ,unless the license is expressly stated in the schedule to be perpetual.
  1. Definitions
     1. **“Agreement”** is as defined on the signature sheet;
     2. **“Commencement Date”** means the earlier of the date of the second signature to the signature sheet of this Agreement or the date of the first Purchase Order.
     3. **“Confidential Information”** means any and all information relating to the trade secrets, operations, processes, plans, intentions, product information, prices, know-how, designs, customer lists, market opportunities, transactions, affairs and/or business of the parties and/or to their customers, suppliers, clients or Group Companies in or on any medium or format.
     4. **“Deliverables”** means all documents, products and materials developed and/or supplied by the Supplier in accordance with the Services, or as otherwise supplied by the Supplier to Experian under or in connection with this Agreement, as may be set out in the Schedule or in a Purchase Order and as may be updated by agreement between the parties from time to time.
     5. **“ITA”** means the Information and Technology Act, 2005 and any subordinate legislation having effect in India.
     6. **“Force Majeure”** means any act of government or state, civil commotion, epidemic, fire, flood, industrial action or organised protests by third parties, natural disaster, war, failure of payment systems or any event beyond the reasonable control of the party claiming to be excused from performance of its obligations.
     7. **"Good Industry Practice"** means the exercise of that degree of care, skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator seeking in good faith to comply with all relevant laws and engaged in the provision of the same type of services as the Services under the same or similar circumstances and conditions as set out in the Agreement;
     8. **“Group Companies”** shall mean and include any company which in relation to either party is a subsidiary, holding company or subsidiary of a holding company as the terms "subsidiary" and "holding company" are defined under the Companies Act 1956 (as amended).
     9. **“Intellectual Property Rights”** means copyright, database rights, patents, registered and unregistered design rights, registered and unregistered trade marks and all other industrial, commercial or intellectual property rights existing in any jurisdiction in the world and all the rights to apply for the same.
     10. **“Open Source Licence”** means any licence meeting the Open Source Definition (as issued by the Open Source Initiative and stated on such organisation’s website located at www.opensource.org) or the Free Software Definition (as issued by the Free Software Foundation and stated on such organisation’s website located at [www.fsf.org](http://www.fsf.org/)) or any substantially similar licence. Open Source Licences include the following: the GNU General Public License; the GNU Lesser General Public License; the Mozilla Public License; and the Common Development and Distribution License;
     11. **“Open Source Software”** means any software that is subject to an Open Source Licence
     12. **“Personal Data”** shall have the meaning specified in the ITA.
     13. **“Purchase Order”** means each of Experian’s purchase orders issued to the Supplier in accordance with this Agreement.
     14. **“Schedule”** means the schedule attached to this Agreement.
     15. **“Services”** means the services as specified in the Schedule and/or any Purchase Order and all other services supplied by the Supplier to Experian under or in connection with this Agreement.
     16. **"Timetable"** means any timetable expressly set out or referred to in this Schedule or otherwise agreed between the parties from time to time and relating to the performance of the Services and/or delivery of any Deliverables.
     17. “**Software**” means computer software design and programmes as supplied, developed or licensed by the Supplier in accordance with the Documentation in object or Source code format
     18. “**Permitted purpose**” means Experian’s internal business purpose for the provision of Experian services to its Clients;
     19. “**Documentation**” means the specification agreed between the Parties and the operating manual, product documentation, technical documentation including guidelines relating to security and access and statements of functionality as are provided to Experian by the Supplier.

**EXPERIAN: AGREEMENT FOR PURCHASE OF SERVICES SCHEDULE**

|  |  |
| --- | --- |
| **Supplier Name** |  |
| **Company Number** |  |

|  |
| --- |
| **SERVICES** |
| *[Insert a description of the services being provided]*  *The specific details of the Products or Services availed shall be specified in the relevant Purchase Order from time to time*  The Supplier will assume responsibility for meeting the completion criteria as set out below. |

|  |
| --- |
| **DELIVERABLES** |
| The following components/services will be delivered as further described in the Description:  *[insert as necessary]* |

|  |  |
| --- | --- |
| TIMETABLE | |
| *[detail all milestones]* | [*insert date*] |

|  |
| --- |
| **PERFORMANCE AND ACCEPTANCE CRITERIA** |
| Performance Criteria: *[Insert a description of any performance criteria that the Services or the Deliverables have to meet . Are there any measurable service levels? e.g. performance of a support service; telephone calls to be picked up within 5 rings. ]*  Acceptance Criteria: The Services will be considered complete when the performance criterion is met and the Deliverables (as set out above) are provided to and accepted by Experian. |

|  |
| --- |
| SERVICE CHARGES  **(all fees exclusive of VAT/GST)** |
| S$[insert man/day rates and applicable resource descriptions e.g. Project Manager; Principal Consultant etc]  *The Fees or Service Charges of the Products or Services availed shall be specified in the relevant Purchase Order from time to time*  *[if there are any service credits to result from missed milestones or from any missed service levels as set out in boxes above, make this clear here]* |

|  |
| --- |
| INVOICES |
| All invoices for agreed fees must be sent to: Experian Credit Information Company of India Private Limited at the address stated above.  Invoices must include all the following information:   |  |  | | --- | --- | | * description sufficient to identify the Services | * Supplier name, address and GST/VAT registration number | | * Delivery Date | * The Purchase Order Number(s) against which the Services are being supplied | | * Location of where the Services are being provided | * Any discount applied | | * Price | * Sub total (Charge for the Services excluding GST/VAT) | | * GST/VAT total | * Grand total (Charge for the Services plus GST/VAT) | |

|  |
| --- |
| **KEY PERSONNEL** |
| The Supplier shall ensure that the staff whose names are set out below are committed for the duration of the Service unless he/she is unavailable due to illness or because he/she has left the company:  *[insert names]:* |

|  |  |
| --- | --- |
| DESCRIPTION | |
| Title of document: |  |
| Version number: |  |
| Date: |  |

|  |
| --- |
| **ENDING THE SERVICES** |
| Subject to Clause 12 in the Terms and Conditions, the Supplier’s performance of the Services will end upon the acceptance criteria being met or upon such other date as the parties may otherwise agree in writing.  In the event of any failure to meet agreed milestones Experian (at its option) may terminate the Services on written notice to the Supplier, paying only for the Services rendered up to the date of termination. |

|  |
| --- |
| **NAME AND ADDRESS FOR THE SERVICE OF NOTICES IF THE ADDRESS ON THE SIGNATURE PAGE IS OUTSIDE OF INDIA** |
|  |

##### **Annexure A - Third Party Security Requirements**

The security requirements included in this Security Requirements Document are intended to ensure that Third Party has an information security program in effect to protect the Experian Information it receives, processes, transfers, transmits, stores, delivers, and / or otherwise accesses, known as an “Information Security Program”.

**DEFINITIONS**

"Experian Information” means Experian highly sensitive information including, by way of example and not limitation, data, databases, application software, software documentation, supporting process documents, operation process and procedures documentation, test plans, test cases, test scenarios, cyber incident reports, consumer information, financial records, employee records, and information about potential acquisitions, and such other information that is similar in nature or as mutually agreed in writing, the disclosure, alteration or destruction of which would cause serious damage to Experian’s reputation, valuation, and / or provide a competitive disadvantage to Experian.

“Resource” means all Third-Party devices, including but not limited to laptops, PCs, routers, servers, and other computer systems that store, process, transfer, transmit, deliver or otherwise access the Experian Information.

**INFORMATION SECURITY PROGRAM**

Third Party will maintain a comprehensive Information Security Program that contains administrative, technical, and physical safeguards appropriate to the complexity, nature, and scope of its activities, and the sensitivity of its information assets. Such safeguards will include the elements set forth below and will be reasonably designed to:

(1) achieve the security and confidentiality of Experian Information,

(2) protect against any anticipated threats or hazards to the security or integrity of Experian Information,

(3) protect against unauthorised access to or use of Experian Information that could result in substantial harm or inconvenience to Experian, its clients and / or consumers, and

(4) provide assurances to Experian of the ongoing effectiveness of controls.

If Third Party receives, stores, processes, or transmits cardholder data (CHD; specifically, the primary account number) or sensitive authentication data (SAD)\*, it must comply with the most current Payment Card Industry Data Security Standard (PCI DSS) as it relates to the processing of such data as a service provider to Experian.  Third Party will provide Experian with a copy of their most recent PCI DSS Attestation of Compliance (AOC) and any other relevant documentation (Self-Assessment Questionnaire- SAQ, or Report on Compliance – ROC) upon request.

\*For further definition see PCI Data Security Standard as published on <https://www.pcisecuritystandards.org/>

## **SECURITY REQUIREMENTS**

1. **Information Security Policies and Governance**

Third Party’s Information Security Program will be consistent with the practices described in an industry practise standard such as ISO 27002 and this Security Requirements Document that is aligned to the Experian Information Security policy. As part of the management of its Information Security Program, Third Party shall have a documented Information Security Policy and shall communicate it to all personnel and all third parties with access to Experian data, Third Party will use a senior management forum to review and approve all new policies and changes to existing policies. A formal process will be used by Third Party to manage risk by identifying, approving, and managing those situations where compliance with its Information Security Program is not obtained. Third Party shall ensure it delivers the Services in compliance with their Information Security Policy.

1. **Information Classification**

Third Party will utilise a managed approach to security to ensure that Experian Information is protected through the entire life cycle, from creation, transformation and use, storage and destruction regardless of the storage media e.g., tape, disk, paper, etc. Specific controls will be implemented according to the classification and labelling of Experian Information to ensure that it can be managed appropriately. Controls will be used to specify access control, encryption, labelling, and disclosure requirements for both internal and external parties, shipping and handling, and destruction.

Disposal

When disposing of Experian Information, data must be completely and securely destroyed from all media, whether hard copy, magnetic, optical or any other form, before disposing of such media (a) on or about the premises by assigned staff using commercially available shredding devices and software, or (b) by a reputable third-party shredding service as approved by Experian.

1. **Information Stewardship**

Third Party will designate information stewards who are responsible for information assets under their control, including Experian Information. Each information steward is responsible for ensuring specific requirements for transmission, disclosure, storage, and destruction of Experian information across its entire lifecycle.

Third Party will assign a systems owner, or Information Custodian, for each Resource. The systems owner has the overall responsibility to ensure compliance with security controls including the maintenance of the equipment and patch level to support the confidentiality, availability, and integrity of Experian Information.

1. **Data Loss Protection**

Data Loss Prevention (DLP) solutions, or commensurate controls providing the same protections, are to be utilised to identify, monitor and protect data in use (e.g. endpoint actions), data in motion (e.g. network actions), and data at rest (e.g. data storage) through content inspection and with a centralised management framework. DLP solutions should be implemented to detect and prevent attempts to copy or send Experian data, intentionally or unintentionally, without authorisation and / or without the requisite level of protection.

1. **Vulnerability Management**

Firewalls, routers, servers, PCs, and all other Resource(s) utilised in the provision of services to Experian or that will store, process or transmit information received from Experian will be kept current with appropriate security specific system patches. Third Party will perform regular penetration tests (including automatic and manual methods) to be completed by independent third parties to further assess the Resources and such penetration tests shall occur at least once per every twelve-month period or after any significant infrastructure change or new application deployment. Third Party will perform regular scans (internal and external), at least quarterly, of its Resources to detect any known vulnerabilities. Summary results of vulnerability testing will be shared with Experian upon request.

All major technologies will be configured to best practice standards to remove unnecessary services and other configuration options that can subject the Resources to unnecessary risk. Vulnerabilities will be identified and addressed in line with the criticality of the vulnerability through a managed process. From time to time, Experian may notify the Third Party of potential vulnerabilities in their online security posture using information from Experian’s Security Ratings Partner.  The Third party agrees to review the information and act accordingly in line with their vulnerability management process.

1. **Physical Security**

A security function will exist to grant, adjust, and revoke physical access to facilities where Experian Information resides or can be accessed.   All Third-Party sites and access to information will reside within the contractually agreed location unless otherwise approved in writing by Experian.

Exterior Physical Controls

Exterior of Third Party’s facilities will be physically secure to prevent from unauthorised entry, physical damage, theft or interference, fire or flood.  No signs outside or within the facility should show that Experian Information is processed or stored at the facility.   Exterior windows, doors and any other means of entry will be alarmed to warn when unauthorised entry occurs.   Exterior doors will close automatically and be alarmed for unauthorised entry and logs must be recorded and maintained.  Any alarms must be investigated by security or designated personal.

Interior Physical Controls

Assigned Third Party personnel will be identified with a visible identification badge. In larger organisations (>100 employees) or organisations with multiple physical locations, the identification badge should include a picture that is large enough to verify the picture on the badge is the same as the person with the badge.

Physical access to facilities shall be restricted, by the use of individual swipe / proximity cards or other equivalent security systems.

Specific environmental controls should be in place such as fire suppression, monitoring for temperature extremes and water sensors to ensure the protection and continuity of Experian’s services.

A clear desk policy is operated at all sites where Experian Data is processed.

The Third-Party facilities wherein the Third-Party personnel will perform the services for Experian (the “Work Area”) will be physically separate and secure from other work areas. The work area will be secure from other work areas via an electronic entry system that allows entry only to authorised personnel and provide an audit log of entry.

The Third Party shall ensure that a complete and accurate inventory of essential information about all hardware and software managed by the Third Party as part of the Services.

1. **Change Management**

Modifications and improvements to Resource(s) must be managed through a controlled change management process. A designated ‘owner’ should be identified for all change requests and changes should be approved by a Change Management Group, with a defined implementation and testing plan.

The owner and / or Change Management Group should identify all stakeholders and they should approve changes before release. Experian stakeholder approval must be given before a change can take place to a product or service that will affect Experian or its customers.

An impact assessment should be performed for all changes that expose Experian to risks to its business processes and systems. Rollback / contingency controls must be defined and in place.

1. **Logging and Monitoring**

Logging mechanisms must be in place for all systems that store, process or transmit Experian information. Logging is needed to identify security incidents, establish individual accountability, and reconstruct events that include but are not limited to:

* **Logical access:** Event logs for all types of logical access to systems components and resources should be captured.
* **Account Management, Privilege, and Policy changes:** Event logs for all types of account management activities, privilege and policy changes should be captured.
* **System related events:** Capture all major activity event logs at each layer (system, application or database) where applicable.
* **Administrator activities:** Although not a separate category by itself, it is necessary to emphasise that all activities performed by powerful accounts must be captured (successful and failed attempts).

Unless specifically required by the mission of the system and the system is appropriately secured, clear-text confidential information, such as passwords, credit card numbers, social security numbers, etc. must not be captured as part of any logs.

Audit logs will be retained in a protected state (i.e., encrypted or locked) and processes in place to review periodically to detect intrusions, unauthorised access, unintended activities, malicious software, or attempts of these or other actions that could compromise the security of systems processing Experian data. They will be retained for a minimum of 90 days.

Upon identification of any material (actual or suspected) incidents and / or breaches the Third Party shall ensure that the Incident Management Process is followed.

1. **Intrusion Prevention Systems**

Third Party will use security measures (including IPS and IDS) to protect the Third Party’s telecommunications system(s) and any computer system or network device that Third Party uses to provide services to Experian or that will store, process or transmit information received from Experian to reduce the risk of infiltration, hacking, access penetration by or exposure to a third-party by

1. protecting against intrusions,
2. securing the computer systems and network devices,
3. protecting against intrusions of operating systems or software; and
4. maintaining IDS and IPS systems to manufacture best practise.

Third Party will demonstrate active monitoring of network and host-based intrusion prevention systems with a reaction time that is appropriate to the severity of the real or suspected threat.

1. **Incident Response**

Processes and procedures will be established for responding to security violations and unusual or suspicious events and incidents to limit further damage to information assets and to permit identification and prosecution of violators. These processes will be risk-based, formally documented, detailed instructions, designed to respond to known or suspected system conditions that warrant an incident response. When events dictate an investigative response, a thorough "case file" will be maintained for Experian's benefit whenever Experian Information is at risk.

Third Party will report actual or suspected security violations or incidents that impact Experian to Experian within twenty-four (24) hours of Third Party’s knowledge of such violation or incident

The Third Party shall ensure that a process is established for dealing with incidents that require forensic investigation. This must include the ability to collect, analyse and preserve evidence in a forensically sound manner to support criminal proceedings if required.

1. **Malware Defence**

Third Party will use *effective* computer malware detection / scanning services and procedures to

1. establish, implement and maintain up-to-date protection against malicious code and / or malware in line with manufacturer guidelines prior to sending, receiving or storing any data, files or other material and / or accessing Experian data,
2. protect against transferring malicious code to Experian systems, customers and other third parties using Experian systems,
3. upon detecting an actual, potential or suspected computer virus or other malware, notify Experian and immediately cease Data Sending and do not resume the same until the computer virus or malware has been eliminated or contained to the satisfaction of Experian, and
4. install and use such computer virus detection / scanning on all Data Sending mechanisms as well as at any other points directed by Experian.
5. **Segregation of Duties and Environments**

Third Party maintains controls designed to provide adequate segregation of duties among Third Party personnel, including access to systems and networks. Duties are assigned in such a manner that a person will not have conflicting duties that may result in accidental or deliberate compromise of information, systems or processes nor have the opportunity to conceal their errors or irregularities.

Segregation of duties shall be maintained among and / or within the following functions: computer operations, network management, system administration, development, change management, security administration.

Where Third Party is storing Experian Information, the Experian Information must be logically segregated from Third Party’s other customers’ information and stored in a controlled manner, for example using separate database instances, schemas or containers/folders. Where Experian Information is not logically segregated, sufficient compensating controls must be in place to control access to Experian Information distinct from that of others.

1. **Encryption and PKI**

All Experian Confidential or Restricted data must be encrypted during transmission over external untrusted networks. Confidential data stored outside Experian secure environments must be encrypted. All Experian Restricted data at rest must be encrypted at the database or file level.

Laptop computers will not store Experian Information unless Experian agrees there is a business need for such storage, and if agreement is reached, Experian Information on laptops will be encrypted***.***

Third Party’s Information Security Office will approve all cryptographic devices, algorithms, key lengths, and key management systems to ensure adherence to meet or exceed the minimum approved Experian standards Third Party will maintain commercially available encryption key management systems to protect encryption keys against unauthorised use or disclosure.

For digital certificates, an approved Certificate Practice Statements (CPS) will be used to ensure consistency in the use and protection of the encryption keys.

1. **Network Security**

Third Party will provide the following data communication security services:

1. safeguard the confidentiality and integrity of all data being transmitted over any form of data network; and
2. implement and maintain strong current industry best practise standard encryption techniques for all cases in which data identified as Experian Information is transmitted over any public data network. A minimum of 256-bit key encryption is required.

Third Party’s Internet connection(s) will be protected with dedicated, industry-recognised firewalls that are configured and managed to adhere to industry best practices. No internal or private Internet Protocol (IP) addresses will be publicly available or natively routed to the Internet. All administrative access to firewalls and servers will be through a secure internal network only.

To protect against inadvertent information disclosure terminal screen savers with password protection will engage after 15 minutes of inactivity.

1. **Identification, Authentication and Authorisation**

Each user of any Resource will have a uniquely assigned user ID to enable individual authentication and accountability. Resources will authenticate each user prior to granting every authorised access. The level of authentication required for access to any Resource is proportionate to the sensitivity of the data housed on the Resource.

Access to privileged accounts will be restricted to only those people who administer the Resource; individual accountability will be maintained. All default passwords (such as those from hardware or software vendors) will be changed immediately upon receipt.

Third Party will use and comply with the following access control services and procedures to:

1. implement measures to restrict electronic access to only authorised personnel,
2. ensure that all personnel who access or submit material are uniquely identified to and authenticated by the Resource (generic or shared user identifier must not be used to access Experian Information),
3. enforce the principle of “least privilege,” namely, that authorised personnel only have the level of access to Resource(s) required to perform their job functions,
4. perform regular reviews of user access for the respective Resource(s) at least annually. Privileged accounts must be reviewed more frequently, on a quarterly basis,
5. restrict access to all Experian Information stored on backup media, in hardcopy form or in any other format to only those employees who require such access to accomplish their job functions in performance of services for Experian and store such data in a physically secure location, and
6. remove physical and logical access rights immediately upon termination or transfer of the individual.
7. **User Passwords and Accounts**

As a minimum, user passwords will:

1. remain confidential and will not be shared, posted, or otherwise divulged in any manner,
2. consist of a minimum of eight (8) characters for standard user accounts (ten character for privileged user accounts),
3. contain at least three of the following:
4. uppercase characters (A through Z)
5. lowercase characters (a through z)
6. numeric characters (0 through 9)
7. non-alphabetic characters (for example, !, $, #, %)
8. not contain the account name or account ID or other easily guessed values,
9. not allow the previous thirteen passwords to be reused, and
10. be encrypted in storage and transmission
11. expire after a maximum of 90 calendar days (30 days if privileged account user)

User accounts will:

1. automatically lockout after five (5) consecutive failed login attempts; and
2. expire after a maximum of 90 calendar days without use (30 days if privileged account user)
3. **Remote Access Connection Authorisation**

All remote access connections to Third Party internal networks and / or computer systems will require authorisation and will provide an approved means of access control at the “point of entry” to the Third Party’s computing or communication resources through multi-factor authentication. Such access will use secure access channels, such as a Virtual Private Network (VPN).

All wireless access to Experian Information or Resource(s) will be approved by the Third-Party Information Security Office and use multi-factor authentication prior to being allowed connection to Third Party’s network. The Third Party will develop formal procedures to locate and remove unauthorised wireless devices from accessing Experian Information. Third Party networks that have access to the Experian Information will be logically isolated from any other network segments that allow wireless access.

1. **Secure System Development**

Applications developed by Third Party for Experian or applications and application programming interfaces (API’s) developed by Third Party involved in the processing of Experian information will follow a methodology that allows for: (i) defining security requirements as part of the requirements definition phase; (ii) using a design model that incorporates best practices in security; (iii) developing code in ways that minimise security vulnerabilities (such as cross-site scripting, SQL injection, buffer overflows, etc.); (iv) testing the code through static and dynamic assessments; and (v) deploying the application in a secure production environment.

Web applications hosted by the third party for Experian will have a web application firewall deployed.

1. **Personnel Security**

All Third Party personnel and subcontractors, if any, who will: (a) have access to an Experian network; (b) have access to, or the capability to view or use Experian information; or (c) be on Experian premises for more than one day and issued an access badge (Individuals who are issued visitor badges and are escorted onsite by an Experian staff member for the entirety of their visit do not fall under this criterion) must pass a criminal background check, and general background investigation. The scope and criteria of the required screenings shall be consistent with the Background Screening Criteria attached hereto as **Attachment A** and incorporated herein by reference. Third Party accepts and agrees to implement screening as required above prior to such person providing any services for / to Experian. Copies of the screening records must be retained in Third Party’s office for a period of three years. Such screening records may be audited by Experian. Third Party shall not be required to screen any individual where it is prohibited by law.

1. **Training and Awareness**

Third Party shall require all Third-Party personnel to participate in information security training and awareness sessions at least annually and establish proof of learning for all personnel. The training system will track attendance and provide testing to ensure the materials are understood. Training history is subject to review by Experian. Enhanced awareness training should be given to appropriate roles e.g., secure code training to developers, social media training to customer service agents.

Where Third Party has direct access to Experian systems and / or network, Third Party personnel may be mandated to complete Experian training and awareness programs.

1. **Business Continuity**

Where Third Party provides products and services to Experian:

* Third Party will implement and maintain a Business Continuity program that includes documented recovery strategies, plans and procedures, to ensure the products and services are delivered to Experian within the contractual recovery time objective.
* Third Party must notify Experian in any case of invoking Business Continuity plans for products and services provided to Experian within 24 hours of activation.
* Third Party will test its business continuity plan as often as required to reasonably ensure a successful recovery within the committed recovery time objective in the event an actual recovery is required, but no less than once every twelve-month period.
* Experian’s role in the business continuity plan will be clearly defined and Experian reserves the right to directly participate in the recovery tests as well as to audit the plans and test results on a regular basis.

1. **Security Assessments**

Third Party shall be subject to an initial onsite and / or remote assessment during normal business hours of its Information Security Program and compliance with these Third Party Security Requirements, and annually thereafter upon no less than twenty (20) business days prior written notice. Notice of an assessment shall include a written description of the scope. Third Party will make its personnel available to assist in such assessments.

Any gaps determined between the security practices or operation of Third Party and these Third Party Security Requirements must be remedied within agreed timelines as set forth in any control gap schedule attached to these Third Party Security Requirements or added by amendment after completion of the initial and any subsequent assessments, based on the level of risk. Failure to remediate as required shall constitute a material breach under the Agreement.

1. **Third Party Relationships**

Third Party will not provide or commence work with any third party that shall store, process, transmit or access Experian Information without the prior written approval of Experian. Third Party will not use offshore resources without the prior written approval of Experian.

Third Party will conduct security risk assessments of any third-party service providers with access to Experian Information. The purpose of the security risk assessments will be to ensure that safeguards are sufficient to protect the Experian Information. Furthermore, Third Party’s contracts with such third-party service providers will ensure that the service providers maintain controls to ensure that any individual with physical or logical access to Experian Information, applications and / or infrastructure have safeguards similar to those set forth in this Security Requirement Document to ensure the protection of the Experian Information.

1. **Bulk Email Communications into Experian**

Third party will not “bulk email” communications to multiple Experian employees without the prior written approval of Experian. Third party shall seek authorisation via their Experian Relationship Owner in advance of any such campaign.