

General Terms and Conditions from Experian in Germany

1. Scope

- 1.1 Experian is represented in Germany by Experian GmbH, based in Baden-Baden; infoscore Consumer Data GmbH, based in Baden-Baden; informa HIS GmbH, based in Wiesbaden; Boniversum GmbH based in Neuss and 3C Deutschland GmbH, based in Heilbronn (all Experian companies hereinafter collectively referred to as "**Experian**").
- 1.2 These General Terms and Conditions (hereinafter referred to as "**Terms and Conditions**") apply to the contractual relationship between Experian and the respective Client, insofar as reference is made to these Terms and Conditions in the contract between Experian and the Client ("**Experian**" and "**Client**" hereinafter also referred to individually as "**Party**" and collectively as "**Parties**"). If no express reference to these Terms and Conditions is contained in the contract, only the provisions of the contract together with the regulatory provisions shall apply accordingly.
- 1.3 These Terms and Conditions may be updated by Experian at irregular intervals. The Terms and Conditions in the version corresponding to the date of conclusion of the contract shall apply. An amendment of the Terms and Conditions by Experian at the expense of the Client in the event of an update of the Terms and Conditions is only permitted by written agreement between the Parties.
- 1.4 The content of the individually negotiated contract shall take precedence over the content of these terms and conditions in the event of conflicts or contradictions.

2. Primary Obligations

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

3. Type and use of services

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

4. Mutual obligations

- 4.1 Each Party shall comply with all applicable laws that apply to that party in connection with the provision or use of the Services (as the case may be).
- 4.2 To protect data security and information security, both Parties are obliged to implement and maintain suitable technical and organizational measures that are appropriate to the risk associated with the processing. Among other things, it is Experian's responsibility to provide the data and the interface for data access for the Client and to secure its systems and data against unauthorized access by third parties; it is the Client's responsibility to operate its systems, data processing programs and interfaces securely and to secure them against unauthorized access by third parties.
- 4.3 The Parties are obliged to protect the integrity of the data used in connection with the services during the term of the contract:
 - 4.3.1 comply with the regulations relating to data security, including those set out in **Appendix 1**; and;
 - 4.3.2 not to copy, interfere with and/or use in an unauthorized manner any digital certificate, web certificate or other security device provided.
- 4.4 Before the Client is authorized to access the systems and data, the Client is obliged to answer questions on information security and to provide suitable evidence. Upon receipt of the evidence, Experian shall review it and authorize the Client within three working days.
- 4.5 Each party allows the other party to verify compliance with security requirements related to the subject matter of the service contract during the contract term. Audits of internet-facing services, APIs, and systems are permitted and possible at any time with reasonable prior notice, during regular business hours, and in coordination with the other party. Audits of internal processes, particularly in the context of cyber and information security, are conducted by requesting appropriate evidence. This evidence can be requested as needed and at most once per year, considering reasonable prior notice. Appropriate evidence includes, for example, certificates (e.g., ISO27001) or other suitable proofs (such as confirmations from the responsible Information Security Officer (ISO) or Data Protection Officer (DPO)). If such evidence is provided, compliance with the obligations is considered proven, and an additional audit does not take place in this case. If one party wishes to conduct an additional audit without cause in a contract year, it must reimburse the audited party for all reasonable and properly incurred costs associated with conducting such an additional audit. The party conducting the audit must:

- 4.5.1 comply with the other Party's procedures regarding the protection of confidential information about the other party's clients or Clients; and
 - 4.5.2 take all reasonable steps to minimize disruption to the other Party's business during any such audit.
- 4.6 User access devices or passwords (as applicable) are provided by Experian to enable the Client to access and use the Services in accordance with the terms of this Agreement. The Client shall ensure that the User Access Devices or passwords are not copied and/or used in any unauthorized manner. It is the Client's responsibility to notify Experian of any unauthorized use and/or disclosure of any User Access Device or password so that Experian may disable or deactivate such User Access Device or password as appropriate. The Client shall remain liable for any additional costs incurred in the Services in connection with the use of a User Access Device or password until the Client has notified Experian.
- 5. Consumer protection**
- 5.1 The parties will co-operate and exchange information as necessary to ensure that both Parties comply with their legal obligations and to help achieve positive outcomes for consumers.
- 5.2 The Parties also agree that if statutory consumer protection provisions apply to the provision or use of the Services, they shall comply with such consumer protection provisions and the following additional provisions shall apply:
 - 5.2.1 If the consumer protection obligation applies to the use of services by the Client, the Client himself must determine the way in which he distributes his products so that good Client results are achieved based on a scientifically recognized mathematical-statistical procedure.
 - 5.2.2 The Client is obliged to use the services in accordance with the permitted purpose and all other legal provisions relating to the use of the services or restrictions on the use of the services.
- 5.3 In addition, Experian reserves the right to review and monitor the Client's compliance with the Permitted Purpose and all rights and restrictions of use and its obligations under this Agreement. The Client shall provide Experian with any materials that Experian reasonably requests to conduct such an evaluation and review. The Client is also obliged to inform Experian of any breaches of the permitted purpose and the rights or restrictions of use. If, in Experian's reasonable judgement, the Client's use of the Services is not in accordance with the Permitted Purpose or Use Rights and Restrictions, or the Client is in breach of its obligations in relation to the Consumer Protection Duty, the following procedure shall apply:
 - 5.3.1 Experian shall notify the Client in text form, stating the breach, and shall grant the Client a period of 15 days to remedy the breach and ensure that the use of the Services complies with the permitted purpose and the rights and restrictions of use.
 - 5.3.2 If Experian concludes, in its sole discretion, that the Client is still in breach after the expiry of the period in clause 5.3.1 for remedying the breach, Experian reserves the right to suspend the Client's use of the Services upon sending written notice to the Client and to grant the Client a grace period of 28 days from receipt of the notice of suspension within which to remedy the breach.
 - 5.3.3 If the non-compliance is remedied within the grace period in accordance with clause 5.3.2, Experian shall cancel the suspension. Otherwise, Experian reserves the right to terminate this Agreement immediately without notice by written notice to the Client if either:
 - 5.3.3.1 the non-compliance cannot be remedied; or
 - 5.3.3.2 the non-compliance can be remedied and the Client has failed to remedy the non-compliance in accordance with the above deadlines.
- 5.4 The following provisions also apply:
 - 5.4.1 The Parties undertake to act in good faith towards the end Client;
 - 5.4.2 The Parties must avoid foreseeable harm to end Clients;
 - 5.4.3 The Parties must enable and support end Clients to pursue their financial goals; and
 - 5.4.4 If the Client discovers that it or another company in its distribution chain does not provide results based on a scientifically recognized mathematical-statistical method for end

Clients, it must inform Experian immediately; or if one of the parties discovers or becomes aware that a communication produced by another company in its distribution chain does not lead to results based on a scientifically recognized mathematical-statistical method for end Clients, it must inform the company concerned in the distribution chain immediately of the problem.

- 5.5 If Experian makes any determination due to (a) changes in applicable law (including a reasonable interpretation thereof), (b) changes in the provision of third party data used in connection with the Services, or (c) a security breach that Experian reasonably believes may result in harm to consumers, Experian shall be entitled to take any of the following actions upon prior notice in text form to Client:

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

6. Guarantee

- 6.1 The Client recognizes that
- 6.1.1 in the case of data processing, the service only has statistical relevance for predicting a risk,
 - 6.1.2 the use of the service in the case of software that uses statistical or empirical data and/or modelling techniques to statistically predict a risk cannot ensure or guarantee that a specific result will be achieved, and that
 - 6.1.3 the outcome of a review depends on the content and quality of the data submitted to Experian.
- 6.2 The warranty is based exclusively on the agreed service level and, if the requirements are met, on the obligation to pay compensation.

7. Confidentiality

- 7.1 The Parties undertake to maintain secrecy about all confidential information and data of the other party that comes to their knowledge during the preparation, execution and fulfilment of this contract and to protect it from access by third parties.
- 7.2 Confidential information includes processes, documents, know-how, concepts, business plans, samples, formulas, production techniques and ideas, product and program specifications, drawings, sales and marketing data or marketing plans, information on pricing and business relationships as well as other trade and business secrets.
- 7.3 This obligation does not apply if confidential information is demonstrable:
- 7.3.1 were already publicly known prior to transmission,
 - 7.3.2 became public knowledge after notification without the involvement of the receiving contractual partner and irrespective of any fault on the part of the recipient,
 - 7.3.3 were already known to the receiving party prior to transmission,
 - 7.3.4 The information was disclosed to the receiving party by a third party who is not subject to a direct or indirect confidentiality obligation towards the other party,
 - 7.3.5 must be disclosed due to mandatory legal regulations or in the context of official or judicial (including arbitration) proceedings,
 - 7.3.6 in the case of an assignment of a claim, be passed on to the assignee to enable the assignee to enforce the claim, or
 - 7.3.7 be passed on by a party to third parties bound to professional secrecy to safeguard its rights arising from this co-operation.
- 7.4 The parties shall only make each other's confidential information accessible to those employees, staff and subcontractors who need to know about it to fulfil this contract. These obligations shall apply 5 years after termination of the contract.

8. Intellectual property rights

- 8.1 All copyright, database rights, domain names, patents, registered and unregistered design rights/property rights, registered and unregistered trademarks and all other industrial, commercial or intellectual property rights subsisting in any jurisdiction in the world and all rights to apply for the same (collectively "Intellectual Property Rights"), rights in Client Materials shall remain with the Client (or its respective licensors). Client Materials means all items/documents provided to Experian by the Client in connection with the Contract. To the extent that rights to such Client Materials or Client Data are transferred to Experian by operation of law, Experian hereby assigns such rights to the Client.
- 8.2 All intellectual property rights in Experian Materials shall remain with Experian (or its respective licensors). Experian Materials means the Software and any materials, documentation, scorecards or other items/documents developed and/or licensed by Experian or any Experian entity of which Experian is a member in connection with this Agreement. Insofar as rights to such Experian materials are transferred to the Client by operation of law, the Client hereby assigns these rights to Experian.
- 8.3 Experian grants the Client a non-exclusive, non-transferable license to use Experian Materials provided as part of the Services for the Permitted Purpose. The license granted under this clause is granted separately for each individual element of the Experian Materials and commences on the date on which the relevant element of the Experian Materials is first made available to the Client. The Client may not upload Experian Materials to any third-party applications, including artificial intelligence ("AI") technologies, including but not limited to large-scale language modelling and generative AI and other artificial intelligence technologies.
- 8.4 If at any time the above conditions are not met, Experian shall be entitled to suspend the provision of all services immediately.
- 8.5 Each contracting Party
- 8.5.1 acknowledges and agrees that it has no claim to the Intellectual Property Rights of the other Party (or the licensors of the other Party) by virtue of the rights granted to it under this Agreement or using such Intellectual Property Rights;
 - 8.5.2 represents and warrants that it will not at any time do or omit to do anything that is likely to interfere with the other Party's ownership (or the ownership of the other Party's licensors) of such Intellectual Property Rights; and
 - 8.5.3 agrees not to remove, suppress or in any way alter any proprietary notices, including trademarks or copyright notices, on or in the other party's materials, and agrees to include such proprietary notices in all copies of such materials.

9. Force majeure

- 9.1 Neither party shall be liable for any delay or failure in the performance of its obligations under this Agreement if such delay or failure is due to force majeure.
- 9.2 If the Force Majeure continues for 28 days or more, the party does not claim Force Majeure may give notice to the other party that it will terminate the Contract with effect from a date specified in the notice without penalty or other liability (other than the Client's obligation to pay the Accrued Charges).

10. Compliance

- 10.1 Each Party shall immediately report to the other Party on:
- 10.1.1 any request or demand for an unjustified financial or other advantage granted or requested in connection with the contract;
 - 10.1.2 any form of slavery or human trafficking in a supply chain linked to the contract;
 - 10.1.3 any request or demand by a third party to facilitate/enable tax evasion in connection with the fulfilment of this Agreement.
- 10.2 Both Parties may expect the other party to conduct its business activities with integrity, in particular to comply with the applicable law, e.g. human rights including the core labour standards of the International Labour Organization (ILO), Anti-corruption, data protection, competition and antitrust law, and to ensure that these requirements are also complied with by its own business partners,

and to promote them accordingly and act honestly, responsibly and fairly. Both parties can request proof of control measures from the other party if required.

- 10.3 The Parties also undertake to use natural resources efficiently and to take measures to reduce waste, emissions and energy consumption.

11 General provisions

- 11.1 The Parties are not authorized to assign rights and obligations arising from contractual relationships to third parties or to transfer the contract unless the other party has given its prior written consent to the assignment. The right to withhold payments or to offset them against claims is excluded unless Experian has given its prior written consent to the offsetting.
- 11.2 Amendments to this Agreement shall only be effective if recorded in writing and signed by the parties (signature may be by electronic signature); however, changes to the Schedule made in accordance with an agreed change control procedure shall be effective.
- 11.3 Experian's failure to exercise or delay in exercising any right, power or remedy shall not constitute a waiver thereof, nor shall any partial exercise preclude further exercise of the same or any other right, power or remedy.
- 11.4 The Agreement, including these GTC, contains all the terms and conditions agreed between the parties in relation to the subject matter of this Agreement and supersedes all previous agreements (whether oral or written) between the parties in relation to the same subject matter. Each Party acknowledges that in entering into this Agreement it is not relying on any warranty or representation made in negligence which is not contained in this Agreement and that it shall not be entitled to make any claim in respect thereof.
- 11.5 No provision of the contract and these General Terms and Conditions is aimed at this or should be interpreted in this sense:
- 11.5.1 to establish a partnership or a so-called "joint venture" (e.g. as a partnership under civil law (GbR) pursuant to Sections 705 et seq. of the German Civil Code (BGB)) of any kind between the Client and Experian;
- 11.5.2 authorize one party to act as the representative of the other Party; or
- 11.5.3 authorize either party to act in the name of or on behalf of the other party or to bind the other party in any way.
- 11.6 Should one or more of the above provisions be invalid in whole or in part, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by another legally permissible provision that comes as close as possible to the originally intended economic purpose of the parties.
- 11.7 The contract is subject to the law of the Federal Republic of Germany except for the conflict of laws. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.
- 11.8 These terms and conditions are also available in English. In case of doubt or translation errors, the German text shall prevail.

Appendix 1

Experian security requirements

1. Introduction

- 1.1 The security requirements contained in this document represent the minimum-security requirements acceptable to Experian and are intended to ensure that the parties have appropriate controls in place to protect information and systems, including any information they receive, process, transmit, transfer, store, provide and/or otherwise access on behalf of Experian.
- 1.2 The definitions contained in this document have the following meaning:
 - 1.2.1 "Information" means sensitive information of either Party, including, for example, data, databases, application software, software documentation, supporting process documents, documentation of operational processes and procedures, test plans, test cases, test scenarios, cyber incident reports, consumer information, financial data, employee data and information about potential acquisitions and other information of a similar nature or as mutually agreed in writing, the disclosure, alteration or destruction of which would cause severe damage to Experian's reputation or valuation and/or place Experian at a competitive disadvantage.
 - 1.2.2 "Resource" means all information technologies, systems, devices and applications managed by third parties that store, process, transmit, transfer or access Experian Information or otherwise relate to the provision of contracted services to Experian.

2. Information security policies and governance

- 2.1 Parties shall have, maintain and disseminate information security policies, standards and procedures that are relevant to their operating environment and ensure that they are reviewed at planned intervals or when significant changes occur to ensure their continued suitability, adequacy and effectiveness.

3. Training and sensitization

- 3.1 The parties shall require all employees to participate in information security and awareness training at least once a year and to document proof of participation for all employees.

4. Personnel security

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

5. Identity and access management

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

6. Vulnerability management

- 6.1 Technical vulnerabilities must be consistently identified, prioritized, tracked and remedied in all resources, systems, infrastructures and both hosted and developed applications. Proactive software patching must be carried out according to a defined schedule.
- 6.2 All external (Internet) facing resources involved in the provision of services to Experian shall be subjected to a penetration or web application security test at least once a year.

7. Endpoint security (desktop PCs, laptops)

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

8. Cryptography

- 8.1 Cryptographic measures are used to protect confidentiality of information during storage and transmission to prevent unauthorized disclosure.

9. Network security

- 9.1 The parties shall design and implement firewall and router configurations between untrusted and trusted networks according to the principle of least privilege and review them at least annually. All remote access to resources and information shall be managed through network access control points.

10. Logging and monitoring

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

11. Management of security incidents

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

12. Change management

- 12.1 Changes to systems, applications and infrastructures must be authorized, planned, approved, tested and evaluated in accordance with a defined process or procedure. Operational authorizations for the implementation of changes must be restricted to authorized personnel.

13. Audit

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

14. Bulk e-mail communication

- 14.1 The parties may not send "mass emails" to each other's employees without prior authorization from the other party. The party must obtain authorization via its key account manager before starting the process.