

- A) For the purposes of this Agreement, the following definitions shall apply:
- "Data Controller"** means the natural or legal person, public authority, agency or any other body which alone or jointly with others determines the purposes and means of the processing of Personal Data.
- "GDPR"** means General Data Protection Regulation (EU) 2016/679.
- "Personal Data"** shall have the meaning set out in the GDPR.
- "Product Data"** means any Personal Data provided to the Customer by Creditsafe through the Service or used within Creditsafe's products and services in accordance with the terms of this Agreement, including but not limited to any Personal Data comprised in Creditsafe's credit reports, compliance and risk reports, prospecting lists, monitoring tool, data appends.
- B) In connection with the Product Data, both parties act as independent Data Controllers.
- C) The Customer's use of the Product Data is subject to the licensing terms and restrictions set out in this Agreement. Creditsafe shall not be liable to the Customer in connection with any breach of the GDPR or any fines, penalties or costs arising therefrom, to the extent caused by the Customer's or a related third party's unauthorised use of the Product Data.
- D) The Customer is responsible for establishing the lawful basis on which it processes the Product Data and maintaining compliance with the GDPR in connection with such Product Data. The transfer of Personal Data is only permitted where the Customer has a legitimate interest in its knowledge as recipient of the data/ information. For this reason, the Customer undertakes to only request information which contains Personal Data where it has such a legitimate interest and terminating the process if there is no legitimate interest.
- E) The Customer acknowledges that it is its duty to record the reason for the existence of a legitimate interest and that the way in which it is demonstrated is incumbent on the Customer as recipient of the data/ information in the case of an automated access system.
- F) The Customer agrees that it shall only access and use the Services for the purposes listed in Schedule 1 Annex B including credit checking, prospecting, direct marketing, know your customer checks, compliance, data verification and enhancement and other lawful business due diligence purposes.
- G) The Customer represents and warrants to Creditsafe that it commits to maintaining technical and organisational measures to protect such data from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, the Product Data. The Customer shall provide to Creditsafe details of the same upon request.
- H) The Customer will notify Creditsafe without delay upon becoming aware of a security breach to the Product Data subject to GDPR or other applicable law.
- I) In so far as they are relevant to the data and/or services to be supplied pursuant to the Agreement, each party shall comply with the GDPR and in particular with the additional requirements set forth under the EU model contract appended hereto as Schedule 1.
- J) Where one party faces an actual or potential claim arising out of or related to violation of GDPR or any data protection law concerning the Services or Product Data processed hereunder, the other party will promptly provide all materials and information requested that is relevant to the defense of such claim and the underlying circumstances concerning the claim.
- K) Each party agrees that to the extent the other party receives or processes the name, business telephone number, business cell phone number, business address, or business email address of the other party's employees in the ordinary course of developing and/or maintaining a business relationship between Creditsafe and Customer, each party represents to the other party that it is authorized to permit the other party to process such Personal Data regarding employees for the sole purpose of performing their respective responsibilities under this Agreement and instructs the other party to process such Personal Data for such purposes.
- L) The parties agree that if Creditsafe considers that the provisions of this Clause 13 do not comply with GDPR then Creditsafe may adapt, update or amend these terms to ensure compliance with the GDPR.

Schedule 1

The EU Model Contract

Definitions

For the purposes of the clauses:

- a) "personal data", "special categories of data/sensitive data", "process/processing", "controller", "processor", "data subject" and "supervisory authority/authority" shall have the same meaning as in Directive 95/46/EC of 24 October 1995 (whereby "the authority" shall mean the competent data protection authority in the territory in which the Creditsafe is established);
- b) "Creditsafe" shall mean the controller who transfers the personal data;
- c) "Customer" shall mean the controller who agrees to receive from Creditsafe personal data for further processing in accordance with the terms of these clauses and who is not subject to a third country's system ensuring adequate protection;
- d) "clauses" shall mean these contractual clauses, which are a free-standing document that does not incorporate commercial business terms established by the parties under separate commercial arrangements.

The details of the transfer (as well as the personal data covered) are specified in Annex B, which forms an integral part of the clauses.

I. Obligations of Creditsafe

Creditsafe warrants and undertakes that:

- a) The personal data has been collected, processed and transferred in accordance with the laws applicable to Creditsafe.
- b) It has used reasonable efforts to determine that the Customer is able to satisfy its legal obligations under these clauses.
- c) It will provide the Customer, when so requested, with copies of the General Data Protection Regulation ((EU) 2016/679) ("GDPR") or references to it (where relevant, and not including legal advice).
- d) It will respond to enquiries from data subjects and the authority concerning processing of the personal data by the Customer, unless the parties have agreed that the Customer will so respond, in which case Creditsafe will still respond to the extent reasonably possible and with the information reasonably available to it if the Customer is unwilling or unable to respond. Responses will be made within a reasonable time.
- e) It will make available, upon request, a copy of the clauses to data subjects who are third party beneficiaries under clause III, unless the clauses contain confidential information, in which case it may remove such information. Where information is removed, Creditsafe shall inform data subjects in writing of the reason for removal and of their right to draw the removal to the attention of the authority. However, Creditsafe shall abide by a decision of the authority regarding access to the full text of the clauses by data subjects, as long as data subjects have agreed to respect the confidentiality of the confidential information removed. Creditsafe shall also provide a copy of the clauses to the authority where required.

II. Obligations of the Customer

The Customer warrants and undertakes that:

- a) It will have in place appropriate technical and organisational measures to protect the personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected.
- b) It will have in place procedures so that any third party it authorises to have access to the personal data, including processors, will respect and maintain the confidentiality and security of the personal data. Any person acting under the authority of the Customer, including a data processor, shall be obligated to process the personal data only on instructions from the Customer. This provision does not apply to persons authorised or required by law or regulation to have access to the personal data.
- c) It has no reason to believe, at the time of entering into these clauses, in the existence of any local laws that would have a substantial adverse effect on the guarantees provided for under these clauses, and it will inform Creditsafe (which will pass such notification on to the authority where required) if it becomes aware of any such laws.
- d) It will process the personal data for purposes described in Annex B, and has the legal authority to give the warranties and fulfil the undertakings set out in these clauses.
- e) It will identify to Creditsafe a contact point within its organisation authorised to respond to enquiries concerning processing of the personal data, and will cooperate in good faith with Creditsafe, the data subject and the authority concerning all such enquiries within a reasonable time. In case of legal dissolution of Creditsafe, or if the parties have so agreed, the Customer will assume responsibility for compliance with the provisions of clause I(e).
- f) At the request of Creditsafe, it will provide Creditsafe with evidence of financial resources sufficient to fulfil its responsibilities under clause III (which may include insurance coverage).
- g) Upon reasonable request of Creditsafe, it will submit its data processing facilities, data files and documentation needed for processing to reviewing, auditing and/or certifying by Creditsafe (or any independent or impartial inspection agents or auditors, selected by Creditsafe and not reasonably objected to by the Customer) to ascertain compliance with the warranties and undertakings in these clauses, with reasonable notice and during regular business hours. The request will be subject to any necessary consent or approval from a regulatory or supervisory authority within the country of the Customer, which consent or approval the Customer will attempt to obtain in a timely fashion.
- h) It will process the personal data, at its option, in accordance with the data processing principles set forth in Annex A.
- i) It will not disclose or transfer the personal data to a third party data controller located outside the European Economic Area (EEA) unless it notifies Creditsafe about the transfer and
 - i. the third party data controller processes the personal data in accordance with a Commission decision finding that a third country provides adequate protection, or
 - ii. the third party data controller becomes a signatory to these clauses or another data transfer agreement approved by a competent authority in the EU, or
 - iii. data subjects have been given the opportunity to object, after having been informed of the purposes of the transfer, the categories of recipients and the fact that the countries to which data is exported may have different data protection standards, or

- iv. with regard to onward transfers of sensitive data, data subjects have given their unambiguous consent to the onward transfer

III. Liability and third party rights

- a) Each party shall be liable to the other parties for damages it causes by any breach of these clauses. Liability as between the parties is limited to actual damage suffered. Punitive damages (i.e. damages intended to punish a party for its outrageous conduct) are specifically excluded. Each party shall be liable to data subjects for damages it causes by any breach of third party rights under these clauses. This does not affect the liability of Creditsafe under its data protection law.
- b) The parties agree that a data subject shall have the right to enforce as a third party beneficiary this clause and clauses I(b), I(d), I(e), II(a), II(c), II(d), II(e), II(h), II(i), III(a), IV, V(d) and VI against the Customer or Creditsafe, for their respective breach of their contractual obligations, with regard to his personal data, and accept jurisdiction for this purpose in the country in which the data subject is based. In cases involving allegations of breach by the Customer, the data subject must first request Creditsafe to take appropriate action to enforce its rights against the Customer; if Creditsafe does not take such action within a reasonable period (which under normal circumstances would be one month), the data subject may then enforce his rights against the Customer directly. A data subject is entitled to proceed directly against Creditsafe where Creditsafe has failed to use reasonable efforts to determine that the Customer is able to satisfy its legal obligations under these clauses (Creditsafe shall have the burden to prove that it took reasonable efforts).

IV. Resolution of disputes with data subjects or the authority

- a) In the event of a dispute or claim brought by a data subject or the authority concerning the processing of the personal data against either or both of the parties, the parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.
- b) The parties agree to respond to any generally available non-binding mediation procedure initiated by a data subject or by the authority. If they do participate in the proceedings, the parties may elect to do so remotely (such as by telephone or other electronic means). The parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.

V. Termination

- a) In the event that the Customer is in breach of its obligations under these clauses, then Creditsafe may temporarily suspend the transfer of personal data to the Customer until the breach is repaired or the contract is terminated.
- b) In the event that:
 - i. the transfer of personal data to the Customer has been temporarily suspended by Creditsafe for longer than one month pursuant to paragraph (a);
 - ii. compliance by the Customer with these clauses would put it in breach of its legal or regulatory obligations in the country of import;
 - iii. the Customer is in substantial or persistent breach of any warranties or undertakings given by it under these clauses; or
 - iv. a petition is presented for the administration or winding up of the Customer, whether in its personal or business capacity, which petition is not dismissed within the applicable period for such dismissal under applicable law; a winding up order is made; a receiver is appointed over any of its assets; a trustee in bankruptcy is appointed, if the Customer is an individual; a company voluntary arrangement is commenced by it; or any equivalent event in any jurisdiction occurs

then Creditsafe, without prejudice to any other rights which it may have against the Customer, shall be entitled to terminate these clauses, in which case the authority shall be informed where required. In cases covered by (i) or (ii) above the Customer may also terminate these clauses.

- c) Either party may terminate these clauses if (i) any Commission positive adequacy decision under Article 25(6) of Directive 95/46/EC (or any superseding text) is issued in relation to the country (or a sector thereof) to which the data is transferred and processed by the Customer, or (ii) Directive 95/46/EC (or any superseding text) becomes directly applicable in such country.
- d) The parties agree that the termination of these clauses at any time, in any circumstances and for whatever reason (except for termination under clause V(c)) does not exempt them from the obligations and/or conditions under the clauses as regards the processing of the personal data transferred.

VI. Variation of these clauses

The parties may not modify these clauses except to update any information in Annex B, in which case they will inform the authority where required. This does not preclude the parties from adding additional commercial clauses where required.

VII. Description of the Transfer

TERMS AND CONDITIONS CONTINUED



The details of the transfer and of the personal data are specified in Annex B. The parties agree that Annex B may contain confidential business information which they will not disclose to third parties, except as required by law or in response to a competent regulatory or government agency, or as required under clause 1(e). The parties may execute additional annexes to cover additional transfers, which will be submitted to the authority where required. Annex B may, in the alternative, be drafted to cover multiple transfers.

ANNEX A

DATA PROCESSING PRINCIPLES

1. Purpose limitation: Personal data may be processed and subsequently used or further communicated only for purposes described in Annex B or subsequently authorised by the data subject.
2. Data quality and proportionality: Personal data must be accurate and, where necessary, kept up to date. The personal data must be adequate, relevant and not excessive in relation to the purposes for which they are transferred and further processed.
3. Transparency: Data subjects must be provided with information necessary to ensure fair processing (such as information about the purposes of processing and about the transfer), unless such information has already been given by Creditsafe.
4. Security and confidentiality: Technical and organisational security measures must be taken by the data controller that are appropriate to the risks, such as against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, presented by the processing. Any person acting under the authority of the data controller, including a processor, must not process the data except on instructions from the data controller.
5. Rights of access, rectification, deletion and objection: As provided in Article 12 of Directive 95/46/EC, data subjects must, whether directly or via a third party, be provided with the personal information about them that an organisation holds, except for requests which are manifestly abusive, based on unreasonable intervals or their number or repetitive or systematic nature, or for which access need not be granted under the law of the country of Creditsafe. Provided that the authority has given its prior approval, access need also not be granted when doing so would be likely to seriously harm the interests of the Customer or other organisations dealing with the Customer and such interests are not overridden by the interests for fundamental rights and freedoms of the data subject. The sources of the personal data need not be identified when this is not possible by reasonable efforts, or where the rights of persons other than the individual would be violated. Data subjects must be able to have the personal information about them rectified, amended, or deleted where it is inaccurate or processed against these principles. If there are compelling grounds to doubt the legitimacy of the request, the organisation may require further justifications before proceeding to rectification, amendment or deletion. Notification of any rectification, amendment or deletion to third parties to whom the data have been disclosed need not be made when this involves a disproportionate effort. A data subject must also be able to object to the processing of the personal data relating to him if there are compelling legitimate grounds relating to his particular situation. The burden of proof for any refusal rests on the Customer, and the data subject may always challenge a refusal before the authority.
6. Sensitive data: The Customer shall take such additional measures (e.g. relating to security) as are necessary to protect such sensitive data in accordance with its obligations under clause II of Schedule 1.
7. Data used for marketing purposes: Where data are processed for the purposes of direct marketing, effective procedures should exist allowing the data subject at any time to "opt-out" from having his data used for such purposes.
8. Automated decisions: For purposes hereof "automated decision" shall mean a decision by Creditsafe or the Customer which produces legal effects concerning a data subject or significantly affects a data subject and which is based solely on automated processing of personal data intended to evaluate certain personal aspects relating to him, such as his performance at work, creditworthiness, reliability, conduct, etc. The Customer shall not make any automated decisions concerning data subjects, except when:
 - a)
 - i. such decisions are made by the Customer in entering into or performing a contract with the data subject, and
 - ii. the data subject is given an opportunity to discuss the results of a relevant automated decision with a representative of the parties making such decision or otherwise to make representations to that parties.
 - or
 - b) where otherwise provided by the GDPR.

ANNEX B

DESCRIPTION OF THE TRANSFER

Data subjects

The personal data transferred concern the following categories of data subjects:

Consumers; Sole traders; Managing Directors, Shareholders, proxyholders and other contact persons of companies;

Purposes of the transfer(s)

The transfer is made for the following purposes:

Creditworthiness checking, prospecting, direct marketing, know your customer checks, compliance, data verification and enhancement and other lawful business due diligence purposes.

Categories of data

The personal data transferred concern the following categories of data:

Consumers:

- Name, forename,
- Date of birth,
- address,
- telephone number,
- email-address,
- telefax number,
- mobile phone number;
- information on financial standing incl. credit rating, hard negative criteria

Sole traders:

- Name, forename,
- Date of birth,
- Trading address,
- Business telephone number,
- Business email-address,
- Business telefax number,
- Business mobile phone number;
- information on financial standing incl. credit rating, hard negative criteria

Managing Directors, Shareholders, proxyholders and other contact persons of companies:

- Name, forename
- Date of birth,
- Business address,
- Business telephone number,
- Business email-address,
- Business telefax number,
- Business mobile phone number;
- hard negative criteria

Recipients

The personal data transferred may be disclosed only to the following recipients or categories of recipients:

Customer representatives and end users of the Customer (where the Customer is a reseller)

Sensitive data (if appropriate)

The personal data transferred concern the following categories of sensitive data:

not applicable