

Last Revision Date: ~~November 14, 2019~~ August 7, 2020

The Portal (<https://frmclientportal.com>) ("Portal") is a service made available by Financial Risk Mitigation, Inc. and its subsidiaries ("FRM") with a principal place of business located at 2332 North Arnoult Road, Metairie, LA 70001, USA. The Portal is intended for commercial transactions and not personal transactions. By use of the Portal, Subscriber agrees to these terms and conditions ("Terms of Service").

**1. Definitions.** In connection with these Terms of Service, the following terms are defined:

**a. Client Head Designate ("CHD")** means the User(s) authorized on behalf of a Subscriber to agree and subscribe to the Terms of Service by virtue of their authority as a member, shareholder, partner, officer, or as an employee authorized in writing by any of the aforementioned. The CHD is also charged with other administrative duties, including but not necessarily limited to, enabling, disabling, and approving Users of the Portal.

**b. Confidential Information** means all computer records, customer information, data, programs, reports, interpretations, forecasts, and records containing or otherwise reflecting information and concerning the purpose for which the information was supplied to FRM by Subscriber or by FRM to Subscriber which is not available to the general public whether distilled in paper or electronic form or conveyed orally.

Confidential Information also shall include the fact of the existence of these Terms of Service by and between FRM and Subscriber and the terms of any other agreements by and between FRM and Subscriber.

Confidential Information includes Consumer Reports, Driving Record Reports, Employment Reports, European Reports, Merged Reports, NPI, Non FCRA Reports, and any and all requirements set forth for confidentiality in any and all other applicable foreign, federal, state, local laws, rules, regulations, orders, ordinances and requirements related in any way to obtaining, using, or disclosing personal information.

**c. Confirmation Email** means an email generated to User(s) of the Portal which contains "Confirmation Email" or "Re-confirmation Email" in the Subject Line of the Portal where subjects of research, fees, and estimated timelines for delivery of Content for the specific services being provisioned.

**d. Consumer Report** means any information bearing on a consumer's credit worthiness, credit standing, credit capacity, general reputation, personal characteristics, or mode of living which is used or expected to be used or collected in whole or in part for the purpose of serving a factor in establishing the consumer's eligibility for credit or insurance to be used primarily for personal, family, or household purposes, employment purposes, or any other purpose authorized under the US Fair Credit Reporting Act (15 USC 1681 et seq.) (FCRA) or any other relevant statute in the case of consumers residing outside the jurisdiction of the United States.

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**e. Consumer Report User Notice** means the "Notice to Users of Consumer Reports: Obligations of Users Under the FCRA which is incorporated by reference herein, expressly made part thereof for any Subscriber accessing Consumer Reports, Employment Reports, or Merged Report and is available for review [here](#).

**f. Content** means the images, goods, services, reports, software and all other material provided on or through the Portal or by way of any other delivery mechanism whether oral, paper, or electronic by FRM to Subscriber.

**g. Credit Reporting Laws** means the FCRA, and any and all other applicable foreign, federal, state, local laws, rules, regulations, orders, ordinances and requirements related in any way to obtaining, using, or disclosing Consumer Reports, both in the jurisdictions where the Subscriber is located and in the jurisdiction where the consumer as to whom the Consumer Report relates is located.

**h. Driver Privacy Protection Laws ("DPPL")** means the Driver Privacy Protection Act ([18 U.S.C. 2721 et seq.](#)) and any related state laws.

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**i. Driving Record Reports** means Moving Violation Reports and/or Driving Records (MVRs).

**j. Employee** means a prospective or actual employee.

**k. European Report** means a report order from FRM by a Subscriber on an individual whose personal data (as defined in Regulation (EU) 2016/679 (the "Regulation") is subject to the data protection law of the European Economic Area, ~~Switzerland~~, or the United Kingdom once it ceases to be a member of the European Union.

**l. Employment Reports** means Content used as a Consumer Report in connection with evaluating an individual for employment, promotion, re-assignment, or retention as an employee

**m. Merged Report** means Content used as a Consumer Report prepared by FRM that includes information from consumer reports of more than one of the nationwide consumer reporting agencies, as that term is defined in the FCRA. A Merged Report is a Consumer Report.

**n. Non-FCRA Report** means a report requested on an individual domiciled in the United States where the report will not be used for the extension of credit, insurance, or employment and not used primarily for personal, family, or household purposes as defined in 15 USC et seq.

**o. Nonpublic Personal Information ("NPI")** means non public Personal Information ("NPI") as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 ([15 USC 6801 et seq](#)) or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time.

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**p. User** means a registered User of the Portal.

**2. Representations, Agreements, and Conditions.** Subscribers making use of Consumer Reports, Driving Record Reports, Employment Reports, ~~EU/EEA European~~ Reports, Merged Reports, NPI, Non FCRA Reports, and any and all requirements set forth for confidentiality in any and all other applicable foreign, federal, state, local laws, rules, regulations, orders, ordinances and requirements related in any way to obtaining, using, or disclosing personal information- ~~make~~ the following representations, warranties, certifications, and agreements:

**a. Portal License.** Subscriber is granted a nonexclusive, nontransferable, revocable, limited license to access and use the Portal in accordance with these Terms of Service.

**b. Limitations on Use.** Use of the Content is limited to lawful purposes. Subscriber may not reverse engineer, disassemble, rent, lease, loan, sell, sublicense, or create derivative works from the Portal or Content. Subscriber may not use any network monitoring or discovery software to determine the Portal architecture, or extract information about usage or Users. Subscriber may not copy, modify,

reproduce, republish, distribute, display, or transmit for commercial, non-profit, or public purposes all or any portion of the Portal or its Content, except to the extent specifically permitted herein.

**c. Intellectual Property Rights.** Except as expressly provided in these Terms of Service, nothing contained herein shall be construed as conferring any license or right, by implication, estoppel or otherwise, under copyright or other intellectual property rights. Subscriber acknowledges and agrees that the Portal and its Content are protected by copyrights, trademarks, service marks, patents, or other proprietary rights and laws.

**d. Linking to the Portal.** Subscriber may provide links to the Portal, provided Subscriber does not remove or obscure, by framing or otherwise, any portion of the page Subscriber is linking to. Subscriber must discontinue providing links to the Portal if requested by FRM.

**e. Registration.** Use of the Portal requires at least one CHD to register for Subscriber. Subscriber acknowledges and agrees to provide FRM with accurate and complete registration information. It is Subscriber's responsibility to inform FRM in writing to [security@frm-inc.com](mailto:security@frm-inc.com) or make use of self-service options on the Portal to directly administer changes to a User's account that might affect the security of the Portal. Each registration of a User is limited to a single individual only. Users shall not share accounts.

**f. Actions by Users.** Users are forbidden from obtaining or attempting to obtain Content on themselves, or any other person except as may be in the scope of a User's official duties with Subscriber. Subscriber agrees to take all necessary steps to prevent its Users from obtaining or attempting to obtain Content on other Users of Subscriber, or any other person except as specifically provided herein. Subscriber shall be responsible for any of its Users who violate this policy.

**g. Not Legal Advice.** Content made available by FRM is not intended to and does not constitute legal advice and no attorney-client relationship is formed between Subscriber and FRM. Use of the information in the Portal or materials linked from the Portal is at the Subscriber's own risk. Subscriber should consult an attorney with any legal questions Subscriber may have.

**h. Children's Online Privacy Protection Act.** Nothing on the Portal is knowingly directed to children under age 13. FRM does not knowingly collect personally identifiable information from children under the age of 13.

**i. Errors and Corrections.** FRM does not represent or warrant that the Portal or its Content is error free, free of viruses or other harmful components, or that defects will be corrected. FRM does not warrant or represent that the information available on or through the Portal will be complete, correct, accurate, timely or otherwise reliable. FRM may make improvements and/or changes to its features, functionality of the Portal or its Content at any time without notice.

**j. Third Party Content.** Third party content may appear on the Portal or may be accessible via links from the Portal. FRM is not responsible for and assumes no liability for any mistakes, misstatements of law, defamation, slander, libel, omissions, falsehood, obscenity, pornography or profanity in the statements, opinions, representations or any other form of content from any third party content appearing on the Portal. Subscriber understands that the information and opinions in the third party content is neither endorsed by nor does it necessarily reflect the opinion of FRM.

**k. Confidentiality.** Subscriber and its representatives, agents, and fiduciaries may submit Confidential Information to FRM not available to the general public via the Portal and also by other electronic, oral, or paper based means.

FRM and its representatives, agents, and fiduciaries may submit Confidential information to Subscriber not available to the general public via the Portal and also by other electronic, oral, or paper based means.

In consideration of Subscriber and FRM providing Confidential Information to each other, Subscriber and FRM mutually covenant and agree that each will undertake commercially reasonable steps (including Data Security steps) to protect Confidential Information and will not, except as hereinafter provided, without prior written consent, be disclosed except for the purpose for which it was supplied.

Further, Subscriber and FRM will disclose Confidential Information only to those representatives who need to know in connection with the Purpose for which the information was supplied.

Subscriber and FRM certifies it has the authority to submit Confidential Information to each other.

**l. Exclusions to Confidentiality.** Information which was already in FRM's possession prior to Subscriber submitting information is not Confidential Information, unless the law applicable to the information in question requires such information to be treated as Confidential Information.

Information which was already in Subscriber's possession prior to FRM submitting information is not Confidential Information, unless the law applicable to the information in question requires such information to be treated as Confidential Information.

Information which is obtained from a third person who is not prohibited from transmitting the information to Subscriber by a contractual, legal, or fiduciary obligation to FRM is not Confidential Information, unless the law applicable to the information in question requires such information to be treated as Confidential Information.

Subject to applicable law, information which is or becomes publicly available through no fault of Subscriber, FRM, or their Representatives is not Confidential Information.

Notwithstanding anything to the contrary contained herein, Confidential Information may be disclosed if compelled to do so by laws, regulations, rules, orders, legal process, or other proceeding.

Notwithstanding anything to the contrary contained herein, Confidential Information may be disclosed to any party performing services for FRM or Subscriber who has a similar Confidentiality Agreement with Subscriber or FRM, a published policy on Confidentiality, or otherwise, is bound by a professional standard of confidentiality as codified by statute, rule, or regulation subject to privacy laws.

Notwithstanding anything to the contrary contained herein, Confidential Information may be disclosed to legal counsel, examiners, auditors, and directors of Subscriber or FRM and examiners, auditors, and investigators having regulatory authority over Subscriber or FRM in connection with routine examinations and audits of Subscriber or FRM.

**m. Notice of Disclosure of Confidential Information.** Subscriber and FRM mutually covenant, if Subscriber, FRM, or their Representatives are requested or required (by oral questions, interrogatories, requests for information or documents, sub poena, civil investigative demand or other process) and

pursuant to Subscriber or FRM's good faith opinion that a disclosure of Confidential Information may be necessary, Subscriber and FRM agree to make reasonable efforts to provide the other with prompt notice to the extent possible of any such request or requirements so that Subscriber or FRM may seek an appropriate protective order or waive compliance with the provisions of the Terms of Service. If a protective order or the receipt of waiver hereunder has not been obtained, or if prior notice is not reasonably possible, Subscriber or FRM may disclose that portion of the Confidential Information which FRM reasonably determines and advises Subscriber or Subscriber advises FRM in writing it is compelled to disclose. In any event neither Subscriber nor FRM nor any of their Representatives will oppose action by Subscriber or FRM to obtain appropriate protective order or other reliable assurance that confidential treatment will be accorded to Confidential Information. Subscriber and FRM covenant that it shall notify each other in a reasonable period of any disclosure of Confidential Information in breach of the Terms of Service.

**n. Resale, Redistribution, & Reproduction.** Subscriber shall not resell any Content to any third party. Content is intended solely for the Subscriber and not for the benefit of any third parties. Except for Subscriber's exclusive use, any disclosures, copying, reproduction, or distribution is strictly prohibited.

**o. Data Security Terms of Service.** Use of Portal and Content is subject to the Subscriber abiding by Data Security Terms of Service which may be viewed at <https://www.frm-inc.com/datasecuritytermsofservice/> or click [here](#). Subscriber acknowledges receipt of Data Security Terms of Service and represents and warrants that it has read, understands, and will comply with Data Security Terms of Service. Subscriber acknowledges it has undertaken a review of FRM's data security safeguards and by virtue of registration specifically acknowledge and agree the policies and procedures used by FRM are commercially reasonable.

**p. Notice of Investigations.** Subscriber acknowledges and agrees that it will provide prompt and detailed notice to FRM of any investigation of Subscriber that is undertaken by any federal, state, local, quasi governmental entity, or regulator in connection with the Subscriber's use or disclosure of Consumer Reports, violation of privacy laws, or compliance with Credit Reporting laws.

**q. Unlawful Activity.** FRM reserves the right to investigate complaints or reported violations of the Terms of Service and to take any action it deems appropriate including, but not limited to, reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary to such persons or entities relating to user profiles, e-mail addresses, usage history, posted materials, IP addresses and traffic information.

**r. Remedies for Violations.** FRM reserves the right to seek all remedies at law and in equity for violations of these Terms of Service, including but not limited to the right to block access from a particular internet address to the Portal.

**s. Disclaimer.** THE PORTAL AND ITS CONTENT IS PROVIDED ON AN "AS IS" BASIS. FRM AND ITS DATA SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR USE AND NON-INFRINGEMENT, AND DISCLAIM ALL RESPONSIBILITY FOR ANY LOSS, INJURY, CLAIM, LIABILITY, OR DAMAGE OF ANY KIND RESULTING FROM, OUT OF OR IN ANY WAY RELATED TO (A) ERRORS IN OR OMISSIONS FROM THIS PORTAL AND THE CONTENT, INCLUDING BUT NOT LIMITED TO INACCURACIES AND TYPOGRAPHICAL ERRORS, CORRECTNESS, COMPLETENESS, AND CURRENTNESS OF CONTENT . (B) ANY THIRD PARTIES OR CONTENT THEREIN DIRECTLY OR INDIRECTLY ACCESSED THROUGH PORTAL, INCLUDING BUT NOT LIMITED TO ANY ERRORS IN OR OMISSIONS THEREFROM.

(C) THE UNAVAILABILITY OF THE PORTAL OR ANY PORTION THEREOF AT ANY TIME, OR (D) SUBSCRIBER'S USE OF THE PORTAL.

NEITHER FRM, NOR ANY OF ITS DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, LICENSORS, AFFILIATED COMPANIES OR PROVIDERS WILL BE LIABLE TO SUBSCRIBER FOR ANY LOSS OR INJURY ARISING OUT OF, OR CAUSED IN WHOLE OR IN PART BY THEM IN PROCURING, COMPILING, COLLECTING, INTERPRETING, PROCESSING, REPORTING OR TRANSMITTING ANY CONTENT, OR INFORMATION SERVICES. Subscriber recognizes that accessing Content with additional or different identification information, or at a different time from a prior request for Content, may result in Content different from that on the date of the original access. Subscriber will indemnify and hold harmless FRM and its affiliated entities from and against any direct and actual loss, cost, liability and expense (including reasonable attorney fees) resulting from Subscriber's breach of any provision of this Terms of Service.

In addition, Subscriber agrees to hold the FRM, its officers, directors, and employees, and the consumer reporting agencies (including Equifax, TransUnion, and Experian) providing Consumer Reports to FRM, and each of their officers, directors, members, partners, agents, representatives, employees and independent contractors harmless from any expense or damage, including without limitation attorney's fees, resulting from claims based on (a) the use, publishing, disclosure or dissemination by Subscriber, or its employees, officers, directors, members, partners, affiliates, representatives, independent contractors or agents, of Consumer Reports or contrary to the conditions and certification contained in this Agreement, (b) the failure of Subscriber, or its employees, officers, directors, members, partners, affiliates, representatives, independent contractors or agents, to fully comply with the FCRA and the Credit Reporting Laws, or (c) any other improper or illegal use or disclosure of Consumer Reports."

**t. Limitation on Liability.** FRM SHALL NOT BE LIABLE FOR ANY INJURY, CLAIM, LIABILITY, OR DAMAGE OF ANY KIND RESULTING FROM YOUR USE OF THE PORTAL. FRM SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, INCLUDING SPECIAL DAMAGES, LOSS OF PROFIT, OR ATTORNEY FEES, IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE USE OR INABILITY TO USE THE PORTAL OR CONTENT.

**u.** FRM may at its sole discretion decide not to ~~accept~~ act, or continue to act on the instructions of a Subscriber made via the Portal.

**3. Additional Representations Regarding Consumer Reports.** Subscribers using Consumer Reports, Driving Record Reports, Employment Reports, and Merged reports make the following additional representations, warranties, certifications, and agreements:

**a. General Certification.** Subscriber will order Consumer Reports only in connection with the written instructions of the Consumer to whom the report relates, or in connection with a credit transaction involving the consumer and for no other purpose. In addition, -all Consumer Reports ordered and received by Subscriber shall, in all cases, be ordered, received and used in strict compliance with the FCRA and Credit Reporting Laws. Subscriber acknowledges that FRM is relying upon these certifications, representations, warranties, and agreements in providing Consumer Reports to the Subscriber, and that FRM could suffer substantial and/or irreparable harm if these provisions are breached.

**b. Possible Legal Implications Related to Misuse.** THE FCRA PROVIDES THAT ANY PERSON WHO KNOWINGLY AND WILLFULLY OBTAINS INFORMATION ON A CONSUMER FROM A

CONSUMER REPORTING AGENCY UNDER FALSE PRETENSES SHALL BE FINED UNDER TITLE 18, OR IMPRISONED NOT MORE THAN TWO YEARS OR BOTH.

**c. Consumer Report User Notice.** Subscriber acknowledges receipt of Consumer Report User Notice and agrees to observe all requirements set forth in the Consumer Report User Notice. The Subscriber warrants and represents that it has read and understands said notice.

**d. Driving Record Reports Certifications.** Subscriber certifies that Driving Record Reports shall only be ordered in strict compliance with DPPL's. Subscriber certifies that no **MVRs Motor Vehicle Records** shall be ordered without first obtaining the written consent of the subject to **obtain whom the** "driving record" **applies**. Upon request by FRM, Subscriber agrees to provide written consent if requested by FRM. Subscriber certifies that it will use this information only in the normal course of business.

**e. California Law Certification.** Subscriber certifies that it is not a "retail seller of Consumer Credit", as defined in Section 1802.3 of the California Civil Code and does not issue credit to consumers who appear in person on the basis of an application of an application for credit submitted in person.

**f. Special Vermont Certification.** Subscriber certifies that it will comply with applicable provisions of Vermont law for Consumer Reports. In particular, the Subscriber certifies that it will order Consumer Reports relating to Vermont residents, that are credit reports as defined by VFCRA 2480e and applicable Vermont Rules. Subscriber further certifies that notice of VFCRA § 2480e has been provided here and applicable Vermont rules have been received from FRM.

**g.** 50 State Employment Law Survey generally reviews the restrictions at the state level regarding the use of certain types of information such as criminal records and ban-the-box ordinances. It is provided as a convenience only and not legal advice. It can be viewed at <https://www.frm-inc.com/wp-content/uploads/2019/10/AllStates.pdf>.

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**k. Employment Reports.** Prior to ordering an Employment Report, the Subscriber will: (i) make a clear and conspicuous written disclosure to the Employee in a document consisting solely of the disclosure, that an Employment Report may be obtained; (ii) Subscriber shall obtain the written authorization from the Employee to obtain the Employment Report and such authorization may be in the same document as the disclosure; and, (iii) Subscriber will not use information in the Employment Report in violation of any applicable Federal or State equal employment opportunity law or regulation.

Subscriber shall notify FRM in each and every instance it requests an Employment Report from FRM. Subscriber shall notify FRM in each and every instance an Employment Report is requested whether the Employee is reasonably expected to make greater than or less than USD\$75,000.

Prior to taking an adverse action based in whole or in part on an Employment Report, Subscriber will provide the following to the Employee: (i) a copy of the Employment Report; (ii) a written description of the rights of the prospective employee ("FCRA Summary of Rights") obtainable in writing from the Consumer Financial Protection Bureau by mail at 1700 G Street NW, Washington, D.C. 20552 or from

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their website at [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore); (iii) and allowing the Employee a reasonable period of time to dispute the accuracy of the Employment Report.

In the event Subscriber makes an adverse action in whole or in part on any information in the Employment Report, Subscriber shall provide Employee with all of the following: (i) Notice of the Adverse Action; (ii) FRM's name, address, and toll free telephone number; (iii) a statement that FRM did not make the decision to take the adverse action and is unable to provide the prospective employee or employee with the specific reasons why the adverse action was taken; (iv) Notice of Employee's right to obtain a free copy of the Employment Report from FRM if, within sixty (60) days after receipt of the notice, Employee requests a copy from FRM; and, (v) Notice to the Employee under the FCRA to dispute with FRM the accuracy or completeness of any information in the Employment Report along with allowing Employee a reasonable period of time to dispute the accuracy of the Employment Report.

#### 4. Additional Representations Regarding European Reports

**a. Data Protection Addendum** ~~Where Subscribers request European Reports are subject to the provisions of the Data Protection Addendum shall apply. Please follow see web address EU/EEA Data Protection Addendum~~ <https://www.frm-inc.com/eu-eea-data-protection-addendum> ~~eu data addendum/~~ or click [here](#)

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**b. Irreparable Harm.** Subscriber acknowledges that FRM relies upon these certifications, representations, warranties, and agreements and commitments made by Subscriber to meet its obligations under Data Protection Laws in these Terms of Service and in the Data Protection Addendum in providing ~~EU/EEA~~ **European** Reports to the Subscriber, and that FRM could suffer substantial and/or irreparable harm if these provisions are breached.

**c. Possible Legal Implications Related to Misuse.** THE GENERAL DATA PRIVACY REGULATION PROVIDES FOR ADMINISTRATIVE FINES UP TO € 20,000,000 or 4 % of ANNUAL GLOBAL TURNOVER, WHICHEVER IS HIGHER.

**5. Fees for Content.** FRM confirms fees for accessing Content on Portal by way of Confirmation Email. Fees for Services as initially requested on Portal may differ from Ffees quoted in Confirmation Email as User may have improperly scoped a request for Content. FRM generally forwards a Confirmation Email the same day or within 1 business day of User requesting paid Content from Portal. If User fails to dispute the Ffees for Content as scoped in the Confirmation Email within one (1) business day of Confirmation Email's submission, Subscriber is responsible for total Ffees quoted. Subsequent revisions to scope and/or fees are accompanied by re-confirmation emails. Subscriber is responsible for Ffees for Content in any re-confirmation email if not disputed within one (1) business day of a Confirmation Email's submission.

**6. Payment Terms.** Fees for Content are due and payable by Subscriber thirty (30) days from the date of the invoice. Payment of invoice is not dependent upon findings, outcome of any legal action, mediation, arbitration, or the amount or terms of any settlement of any underlying legal cause or issue, nor on consummating any contractual or financial arrangement between Subscriber and any third party. If it becomes necessary for FRM to employ an attorney to collect outstanding invoices or otherwise enforce the Terms of Service, Subscriber agrees to pay reasonable attorney's fees and expenses and any other costs related to any collection or enforcement action undertaken by FRM's attorneys or otherwise.

**7. Termination.** FRM may terminate services immediately for just cause, such as: (a) failure to make any payment due to FRM when due as required by the Terms of Service; (b) failure to fully comply with any and all Credit Reporting or Privacy Laws; (c) failure to provide indemnity to FRM as required by the



Terms of Service; (d) breach of representation or warranty; or, (e) breach of any obligation required by the Terms of Service.

**8. Limitation on Action.** No action regardless of form arising out of any transaction occurring or contemplated under the Terms of Service shall be brought by any party more than three (3) years after the delivery of Content.

**9. Assignment.** Subscriber may not assign its rights under these Terms of Service except with the prior written consent of FRM, which consent shall not be unreasonably withheld.

**10. Failure to Enforce.** The failure of either Subscriber or FRM hereto at any time, or for any period of time, to enforce any of the provisions of the Terms of Service shall not be construed as a waiver of such provision(s) or the right of FRM or Subscriber thereafter to enforce each and every provision.

**11. Modification to Terms of Service.** FRM reserves the right to change these Terms of Service. In such cases, Notice will be provided to Subscribers upon log-in for a one (1) month window after any such change has taken place. Continued use of the Portal after such changes constitutes Subscriber's consent to such changes. Subscriber is responsible for regularly reviewing Terms of Service.

**12. Severability & Counterparts.** These Terms of Service incorporate by reference any Notices contained on the Portal. In the event any provision of the Terms of Service shall be held to be invalid by any court of competent jurisdiction, the same shall be deemed severable, and as never having been contained herein, and this Terms of Service shall then be construed and enforced with the remaining provisions thereof.

These Terms of Service may be executed in counterparts whether by wet signature or electronic signature, each of which shall be deemed to have the same force as if an original and taken together shall constitute one and the same instrument.

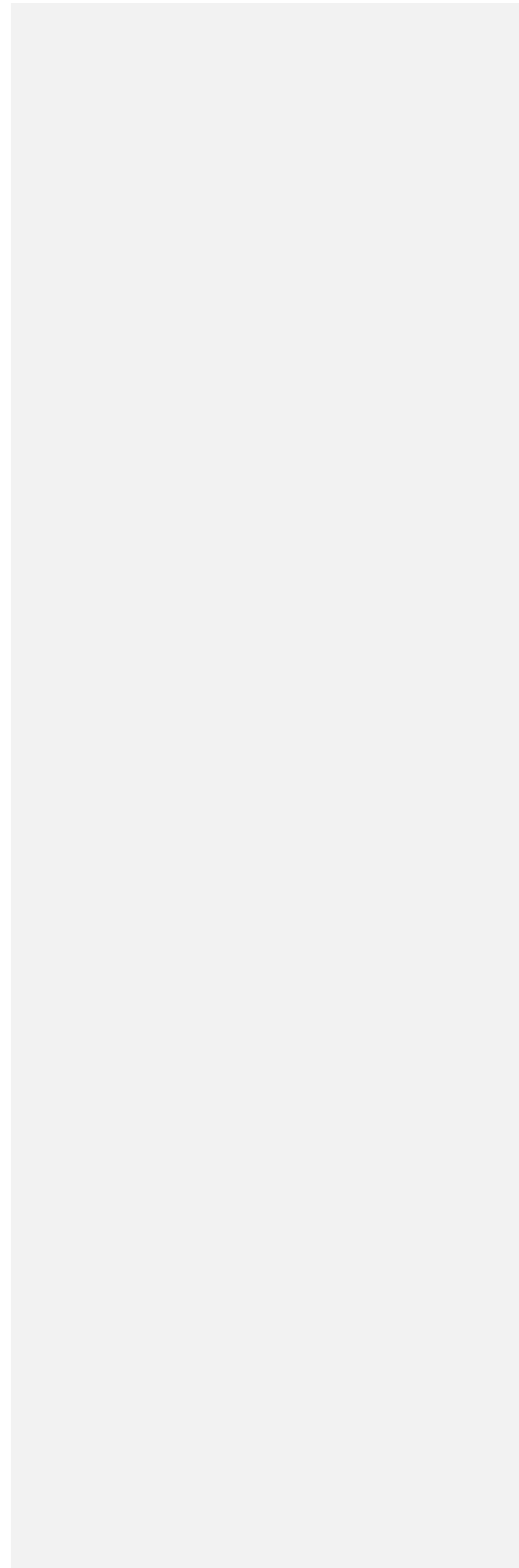
**13. Binding Effect.** These Terms of Service shall inure to the benefit of and shall be binding on FRM and Subscriber hereto and their respective heirs, legatees, administrators, executors, legal representatives, successors, and permitted assigns.

**14. Governing Law and Jurisdictions.** The Terms of Service and all matters concerning its interpretation, performance, or the enforcement thereof, shall be governed in accordance with the laws of the State of Louisiana. Subscriber and FRM hereto agree further and expressly that any claim or dispute with respect to the Terms of Services, including without limitation, with respect to the interpretation and enforcement hereof, shall be brought in the Eastern Federal District Court in Orleans Parish, Louisiana or the 24th Judicial Court for the Parish of Jefferson, Louisiana. FRM and Subscriber hereto expressly consents to the personal jurisdiction of the aforementioned state and federal courts, and expressly waives any defense to any action based on lack of personal jurisdiction or inconvenient forum.

**15. Primacy of Wet Signature Agreements.** The provisions of any wet signature agreement between FRM and Subscriber shall have primacy to any Terms of Service agreed to by way of any Electronic Agreements by and between Subscriber and FRM.

**16. Validity of Electronic Signatures.** Subscriber and FRM agree to use electronic signatures as per the US E-SIGN Act (i.e. the Electronic Signatures in Global and National Commerce Act - E-SIGN, ~~Pub.L. 106-229 14 Stat 464, enacted June 30, 2000, 15 U.S.C. ch.96~~ 15 USC 7001 et seq).

**17. Authorization of Signatories.** Subscriber by way of CHD's registration on the Portal and FRM by way of approving the registration of the CHD warrant, represent, and affirm that they have the authority to enter into these Terms of Service.



## GDPR Data Addendum EU/EEA Data Protection Addendum

Last Update: ~~November 14, 2019~~ August 7, 2020

### EU/EEA Data Protection Addendum for the processing of personal data in the European Economic Area, ~~and Switzerland~~, and the UK (together "Europe")

FRM and Subscriber agree to the following ~~provisions~~ additional representation, warranties, certifications, and agreements in relation to the processing of personal data for the provision of European Reports:

#### 1. Definitions

- a. All capitalized terms in the EU/EEA Data Protection Addendum have the meaning set out in the ~~TOS~~ Terms of Service, and in the event that any terms are contradictory ~~the~~ terms of the ~~TOS~~ ("TOS") Terms of Service shall prevail. The Terms of Service can be referenced here (<https://www.frm-inc.com/frmclientportaltermsofservice/>).
- b. "controller", "data subject", "personal data", "personal data breach", "processor," "process" and "special category data" have the meaning given to them by Regulation (EU) 2016/679 (the "Regulation").
- c. "Data Protection Laws" means the Regulation, the Data Protection Act 2018, any successor or replacement thereto, and any applicable European Union, Member State or, when the United Kingdom leaves the European Union, UK law, relating to data protection or the privacy of individuals.
- d. "Subscriber Personal Data" means the personal data of data subjects whose personal data is processed in connection with a European Report.

#### 2. Obligations of FRM as a processor of Subscriber Personal Data

- a. Subscriber and FRM agree that Subscriber is the controller and FRM is the processor of any personal data processed in connection with this Addendum and the TOS.
- b. FRM Shall process Subscriber Personal Data on behalf of the controller for the purpose of providing European Reports as described in 2.3 and 2.4 below. The processing shall take place for the duration of the ~~Agreement~~ Terms of Service, unless otherwise directed by the Subscriber in writing.
- c. The nature and purpose of the processing shall be to process Subscriber Personal Data on the instruction of the Subscriber in connection with a current or potential business investment or employment background investigation, whereby Subscriber Personal Data may be used by FRM in order to contact third-parties to verify that certain information ~~is~~ is accurate, in relation to carrying out background checks relating to due diligence in connection with a current or potential business investment, or as part of an employment investigation for the purpose of preparing a European Report. Subscriber acknowledges that it is the responsibility of Subscriber to ensure that the processing of Subscriber Personal Data by FRM is fair and lawful and carried out in accordance with Data Protection Laws.
- d. The personal data processed under this EU/EEA Data Protection Addendum relates to data subjects identified by the Subscriber in connection with the preparation of European Reports.

The subject-matter of the processing may comprise the following categories of data, including special categories of data, based on the scope of the instructions from the Subscriber:

- i. Names;
  - ii. Addresses;
  - iii. Dates of birth;
  - iv. Job titles;
  - v. Identification and address information;
  - vi. Education and qualifications;
  - vii. Past employment and positions held in other organizations, including fiduciary or board of directors' responsibilities for a company, including the dates such positions may be held;
  - viii. Professional qualifications, registrations, and sanctions with professional bodies;
  - ix. Financial Information relating to bankruptcy, financial judgements, and litigation;
  - x. Criminal proceedings, convictions, and involvement in litigation, including civil suits where the subject was either a plaintiff or defendant;
  - xi. Media information;
  - xii. Patents and other intellectual property and corporate records; and
  - xiii. Other Public Record information.
- e. FRM shall, and shall procure that its Sub-processors shall: process Subscriber Personal Data only to the extent, and in such a manner, as is necessary for the purposes of this [EU/EEA Data Protection Addendum](#) and in accordance with Subscriber's documented instructions, including with regard to transfers of ~~Subscriber~~ Personal Data [provided by Subscriber](#) outside Europe to a country deemed to have insufficient protection for personal data, or to an international organization, unless FRM is otherwise required to process Subscriber Personal Data by European Union, European Union member-state, and/or ( in the event that the UK ceases to be a member of the European Union) UK law to which FRM is subject in which case FRM shall immediately inform Subscriber of that legal requirement before processing (unless prohibited from doing so by that law on important grounds of public interest).
- f. Taking into account the state of the art, the costs of implementation, and the nature, scope, context, and purposes of processing as well as the risks for the rights and freedoms of individuals concerned, FRM shall implement technical and organizational measures necessary to ensure a level of security appropriate to the risk in order to assure that Subscriber Personal Data is protected against loss, destruction, or damage, and unauthorized or unlawful processing. In case of a personal data breach which may affect Subscriber, FRM will notify Subscriber without undue delay upon becoming aware of it.
- g. FRM shall make available to Subscriber all information reasonably necessary to demonstrate compliance with Data Protection Laws and allow for and contribute to audits of its data processing facilities, procedures, records, and documentation which relate to the processing of Subscriber Personal Data, including inspections (on reasonable written notice) by Subscriber, its auditors, or any Supervisory Authority.
- h. FRM will ensure that its personnel who have access to Subscriber Personal Data are (1) both informed of the confidential nature of the personal data and obliged to keep such Subscriber Personal Data confidential; and (2) aware of FRM's duties and their personal duties and obligations under this Addendum.

- i. FRM shall only engage another processor (a "Sub-Processor") with Subscriber's prior authorization and by FRM's entering into a legally binding written agreement that places substantively similar data protection obligations as those set out in this [EU/EEA Data Protection Addendum](#) on the Sub-Processor, provided that if the Sub-Processor fails to fulfil its data protection obligations then FRM shall remain fully liable to Subscriber for the performance of the relevant Sub-Processor's obligations. For the purpose of clarity, Subscriber approves all Sub-Processors in place at the date in which the parties enter into this Addendum the details of which are provided at <https://www.frm-inc.com/gdpr-sub-processors/>
- j. FRM shall provide notice of any new Sub-Processors through its existing notice mechanism described in ~~{section 11}~~ of the ~~TOS~~[Terms of Service](#), and the Subscriber acknowledges that the continued use of the service as per ~~{Section 11}~~ of the ~~TOS~~ [Terms of Service](#) after any changes in Sub-Processors are provided shall be treated by FRM as consent.
- k. FRM shall provide its record of processing in relation to the Subscriber Personal Data on reasonable request of Subscriber and maintain a record of all categories of processing activities carried out on behalf of Subscriber, containing all information required under Data Protection Laws.
- l. FRM shall promptly carry out to the extent reasonably possible any reasonable request from Subscriber requiring FRM to amend, transfer, copy, or delete any Subscriber Personal Data in a format and on media reasonably specified by Subscriber.
- m. FRM shall notify Subscriber, and shall procure that its Sub-Processors notify Subscriber, of any requests received from a data subject exercising his or her rights under Data Protection Laws and, taking into account the nature of the processing, assist Subscriber by appropriate technical and organizational measures with fulfilling its obligations in respect of that data subject under Data Protection Laws (including responding to any data subject access requests or requests from a data subject for access to, rectification, erasure, or portability of personal data relating to them) but only where requested to do so by Subscriber.
- n. FRM represents and warrants that, as at the date on which the parties enter into this [EU/EEA Data Protection Addendum](#) and for the duration of the remaining term of this Addendum, FRM complies with the requirements of the EU-US Privacy Shield (or any successor arrangement approved by the European Commission from time to time) and holds a valid registration with the US Department of Commerce to that effect, and in the event the EU-US Privacy Shield is nullified [FRM agrees the Standard Contractual Clauses shall govern the original transfer of data as available here](#) to enter into in good faith with Subscriber other lawful mechanisms for the transfer ~~or onward transfer as applicable~~ of data from the ~~EU/EEA [or UK as applicable]~~ [Europe](#) to ensure that the data transfer obligations under Data Protection Laws are complied with.
- o. On ~~the termination of this Agreement~~ FRM will, and will procure that its Sub-Processors will, at Subscriber's choice, cease to use, delete or return all personal data unless otherwise provided by European Union or European Member State, ~~{or once the UK is no longer a part of the UK, UK,}~~ Laws.

### 3. Obligations of the Subscriber in relation to Subscriber Personal Data

- a. Subscriber undertakes to comply with Data Protection Laws applicable to it and will not knowingly cause FRM to breach Data Protection Laws or its obligations under the EU-US Privacy Shield.
- b. Without prejudice to the generality of clause 3.a, Subscriber shall (1) comply with its obligations to provide notice of processing to data subjects in connection with any processing carried out by FRM carried out on the Subscriber's instructions, and (2) where required, shall obtain consent to

the processing of Subscriber Personal Data directly from the data subject, or by instructing FRM to do so on its behalf

## Commission Decision C(2010)593

### Standard Contractual Clauses (processors)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection where Subscriber is the “data exporter” and FRM is the “data importer”, and where the relationship between Subscriber and FRM is governed by a Terms of Service available here:

each a “party”; together “the parties”.

Have agreed on the following Contractual Clauses (the “Clauses”) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

#### **Clause 1 – Definitions**

For the purposes of the Clauses:

(a) ‘personal data’, ‘special categories of data’, ‘process/processing’, ‘controller’, ‘processor’, ‘data subject’ and ‘supervisory authority’ shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protections of individuals with regard to the processing of personal data and on the free movement of such data;

(b) ‘the data exporter’ means the controller who transfers the personal data;

(c) ‘the data importer’ means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country’s system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;

(d) ‘the subprocessor’ means any processor engaged by the data importer or by any other subprocessor of the data who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

(e) ‘the applicable data protection law’ means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

(f) ‘technical and organizational security measures’ means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other forms of processing.

## **Clause 2 -Details of the transfer**

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

## **Clause 3 - Third-party beneficiary clause**

(a) The data subject can enforce against the data exporter the Clauses, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.

(b) The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

(c) The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law which as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing for operations under the Clauses.

(d) The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wished and if permitted by national law.

## **Clause 4 - Obligations of the data exporter**

The data exporter agrees and warrants:

(a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;

(b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;

(c) that the data importer will provide sufficient guarantees in respect of the technical and organizational security measures specified in Appendix 2 to this contract;

(d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures



ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

(e) that it will ensure compliance with the security measures;

(f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed, before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;

(g) to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;

(h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which it may remove such commercial information;

(i) that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and

(j) that it will ensure compliance with Clause 4(a) to (i).

#### **Clause 5 - Obligations of the data importer**

The data importer agrees and warrants:

(a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(b) that is has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(c) that it has implemented the technical and organizational security measures specified in Appendix 2 before processing the personal data transferred;

(d) that it will promptly notify the data exporter about:

(i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,

(ii) and accidental or unauthorized access, and

(iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorized to do so;

(e) to deal promptly and properly with all injuries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;

(f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;

(g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those case where the data subject is unable to obtain a copy from the data exporter.

(h) that, in the event of subprocessing it has previously informed the data exporter and obtained its prior written consent;

(i) that the processing services by the subprocessor will be carries out in accordance with Clause 11;

(j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

#### **Clause 6 - Liability**

(a) The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.

(b) If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exported had factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.

(c) If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to

in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

#### **Clause 7 - Mediation and jurisdiction**

1. The data importer agrees that if the data subject invokes against it third- third party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:

a. to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;

b. to refer the dispute to the courts in the Member State in which the data exporter is established.

2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

#### **Clause 8 - Cooperation with supervisory authorities**

(a) The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

(b) The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

(c) The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5(b).

#### **Clause 9 - Governing Law**

The Clause shall be governed by the law of the Member State in which the data exporter is established.

#### **Clause 10 - Variation of the contract**

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

## **Clause 11 – Subprocessing**

(a) The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor’s obligations under such agreement.

(b) The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they both have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

(c) The provisions relating to the data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.

(d) The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5(j), which shall be updated at least once a year. The list shall be available to the data exporter’s data protection supervisory authority.

## **Clause 12 - Obligation after the termination of personal data processing services**

(a) The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

(b) The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

## **APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES**

This Appendix forms part of the Clauses and must be completed and signed by the parties.

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix.

Data exporter is the Subscriber.

Data importer is Financial Risk Mitigation, Inc.

### **Data subjects**

The personal data transferred concern the following categories of data (please specify):

A list of the categories of personal data transferred is available at Paragraph 2, d on the EU-EEA Data Protection Addendum available here. The investigation brief, results and related information may include:

personal details, family details, lifestyle and social circumstances, goods and services, financial details, education and employment details, physical or mental health details, racial or ethnic origin, religious or other beliefs of a similar nature, trade union membership, and offences, including alleged offences.

### **Processing operations**

The personal data transferred will be subject to the following basic processing activities (please specify):

-collection, verification, and searching to perform a background check.

## **APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES**

This appendix forms part of the Clauses and must be completed and signed by the parties.

Description of the technical and organizational security measures implemented by the data importer in accordance with Clause 4(d) and 5(c) (or document/legislation attached):

FRM maintains a comprehensive Information Security Program, administered by an employee or employees, which is anticipatory of foreseeable threats or hazards for attacks, intrusions, unauthorized access, system failures, alteration, destruction, or breach of confidentiality of FRM Content and Portal by way of: (a) using administrative, technical, and physical safeguards (collectively, "Safeguards") to protect FRM Content and Portal; (b) reasonably designing, periodically reviewing, regularly testing, monitoring, and risk assessing Safeguards (collectively, "Safeguard Reviews"); and, (c) modifying and upgrading systems, system controls, procedures (including training of employees and management) as informed by the results of those Safeguard Reviews.

Highlights of FRM's Information Security Program include:

- A full time Chief Information Security Officer who is a Certified Information Security System Professional (CISSP);
- Bi-annual internal audits against ISO 27002:2013;
- Annual network penetration testing of external, internal, and special use applications;
- Mature, tested, and written BC-DR Plan with annual table top exercises and system fail overs to geographically disperse data centers mirrored at the level of operating system and application layers with live time replication of data layers to North American East and West coasts; and

•Cyber Insurance.

The importer, taking into account the state of the art, the costs of implementation, and the nature, scope, context, and purposes of processing as well as the risks for the rights and freedoms of individuals concerned, FRM shall implement technical and organizational measures necessary to ensure a level of security appropriate to the risk in order to assure that Subscriber Personal Data is protected against loss, destruction, or damage, and unauthorized or unlawful processing. In case of a personal data breach which may affect Subscriber, FRM will notify Subscriber without undue delay upon becoming aware of it.

End of Standard Contractual Clauses