

## MASTERCARD PLATFORM TERMS AND CONDITIONS

These Terms and Conditions (“Terms”) contain the terms and conditions that govern your access to and use of the Services, Deliverables and Platform (as defined below) and is an agreement between the applicable Mastercard Party (as defined in Section 9.5 below) and the entity (“Client”) on whose behalf you will access and use the Services, Deliverables and Platform. These Terms take effect when you execute the relevant Services Subscription Form (“Subscription Form”), when you check the box presented with these Terms (if presented as an option) or, if earlier, when you use any of the Services, Deliverables or Platform (the “Effective Date”). You represent to us that you are lawfully able to enter into contracts. If you are entering into these Terms for an entity, such as the company you work for, you represent to us that you have legal authority to bind that entity.

### 1. Services and Deliverables

- 1.1. Mastercard will provide Client with access to the Services, Platform and/or Deliverables specified in the applicable Subscription Form, bulletin or other agreement entered into by Client (individually, a “Document”). Mastercard may also use the services of third parties (“Mastercard Suppliers”) or its affiliates in providing the Services. All insights, reports, and other materials provided by Mastercard in connection with the Services (“Deliverables”) may be developed using data, databases, systems, tools and information contained in the Mastercard Data Warehouse (“MDW”) and from other sources, which may contain errors, omissions or inaccuracies. While Mastercard has used best efforts to validate certain assumptions and estimates with respect to the underlying data in the Deliverables, Mastercard makes no representation or warranty of any kind as to the accuracy, reliability or completeness of the Deliverables and shall have no responsibility for errors, omissions or inaccuracies in data from the MDW or other sources or provided by or on behalf of Client or any third party.
- 1.2. Mastercard represents and warrants that its provision of the Services is permitted under (x) all applicable laws and regulations, and privacy policies or other statement or disclosure, and (y) the terms of Mastercard’s contracts then in effect with its customers, contractors, suppliers or other third parties.
- 1.3. Client is responsible for: (i) obtaining all consents, information and materials from third parties (other than from Mastercard Suppliers) necessary for Mastercard to provide the Services, or as otherwise required in the relevant Document; and (ii) Client’s use of and/or operation of all Deliverables as well as its implementation of any advice or recommendations provided in connection with the Services. Client represents and warrants that: (i) its provision of any data, including but not limited to Personal Data, as further defined below (“Client Data”) to Mastercard or a Mastercard Supplier, or such Party’s receipt of Client Data from the Client or another party, in connection with the Services, and (ii) the use, analysis, and processing of such Client Data by Mastercard (and Mastercard Suppliers) to perform the Services as set forth in the relevant Document, are permitted under (x) all applicable laws and regulations, and privacy policies or other statement or disclosure to which such Client Data is subject, and (y) the terms of Client’s contracts with its customers, contractors, suppliers or other third parties, and (iii) it has the right to enter into these Terms and fully perform its obligations under these Terms, including those required as per the laws and/or policies applicable to procurements done by Client, and (iv) it shall comply with all applicable EU, federal, state and local laws and regulations affecting the subject matter of these Terms.
- 1.4. To the extent the Document includes the provision of consulting services by Mastercard, Client agrees (i) such services shall constitute Services and the resulting deliverables produced by Mastercard shall constitute Deliverables, and (ii) to the terms set forth in such Document. In addition, Mastercard and Client will each use commercially reasonable efforts to achieve the goals and objectives of the program(s) or project(s) to which such Services and/or Deliverables relate to the extent agreed (provided, however, Mastercard does not guarantee the achievement of such goals and objectives and will not be liable if such goals and objectives are not achieved).

### 2. Platform Access

- 2.1. Subject to the terms and conditions contained herein and in the Document, Mastercard grants Client a limited, revocable, non-sublicenseable, non-exclusive, non-transferable right to permit authorized users to access the Platform for Client’s internal business purposes only.
- 2.2. Client’s use of a Platform is subject to the restrictions and limitations set out in the Document, which may limit the amount and type of data and users and the Client’s permitted territory of use. Mastercard or a Mastercard supplier will host and retain control of the Platform(s) and will provide Client’s authorized users with access to use a Platform. A Platform is not considered a Deliverable and no rights in or related to a Platform are deemed granted. For any Platform, the only Deliverables will be the tangible reports and output specific to Client. Mastercard may, at any time, suspend or terminate the Client’s access to the Platform(s) at its discretion in the event of a breach by Client of the provisions of these Terms or relevant Document (provided that such suspension or termination shall not in and of itself constitute a termination of these Terms or the applicable Document) and in the event that the Client’s access to the Platform(s) is suspended as aforesaid, Mastercard will not be obligated to return any Confidential Information in its possession, custody or control to the Client.
- 2.3. Client will not: (a) use the Platform or its outputs either directly or as a service bureau for any third party; (b) sublicense, distribute, transfer, or otherwise make available to any third party (including any contractor, franchisee, or agent) access to or use of the Platform without Mastercard’s prior written consent; (c) access or use (or permit the access or use of) the Platform in order to: (i) build a similar or competitive product or service (or contract with a third party to do so); or (ii) build a product using similar ideas, features, functions or graphics of the Platform; or (iii) copy any features, functions or graphics of or in the Platform; or (d) derive specifications from, reverse engineer, reverse compile, modify, disassemble, port, translate, record, or create derivative works based on the Platform.

- 2.4. Client agrees that its license to the Platform under these Terms is neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Mastercard (or Mastercard Suppliers) regarding future functionality or features of the Platform.
- 2.5. The Platform shall only be used by Client in the jurisdiction(s) set forth in the Document (such jurisdiction(s), the "Territory").
- 2.6. Client shall limit its authorized users only to employees in the Territory who are bound in writing to maintain the confidentiality of the Platform. Client will appoint one or more administrative users to manage Client's user accounts. Client is responsible for: (a) maintaining the confidentiality of all usernames and passwords; and (b) the acts and omissions of any person to whom it provides or permits access to the Platform.
- 2.7. Mastercard may suspend or terminate access for any user who violates these Terms or the relevant Document.
- 2.8. Platform implementation will follow a staged approach and will require involvement both from Mastercard and Client personnel. Mastercard will confirm to Client the anticipated timing for such project, subject to the timely receipt of required data from the Client (if applicable), to Client internal compliance approval and to the availability of personnel.
- 2.9. Mastercard will provide technical support if a user has access and log-in issues, is unable to perform a task in the Platform due to system malfunction or derogation of service, receives an error message, or needs instruction on basic Platform functionality.
- 2.10. Client will be solely responsible for any Client Data provided to Mastercard in connection with the Platform. Further, Client agrees that the timely provision of access to the Platform will be dependent upon Client providing any required Client Data and otherwise meeting minimum technical requirements to operate and run the Platform, as defined by Mastercard.
- 2.11. Mastercard will support the Platform through regular maintenance procedures such as monitoring of servers, review of disk space usage and database fragmentation, addition of commercially available security patches and upgrades, and review of event log files. Mastercard may update the Platform from time to time in its sole discretion as part of its ongoing mission to improve such Platform. Mastercard reserves the right to make changes to the availability of any feature, function, or content relating to the Platform's security or interoperability, without notice or liability.
- 2.12. Client acknowledges and agrees that, with respect to its use of a Platform, the purchase and installation of appropriate computer and communication equipment and the appropriate operating systems and all connectivity is the sole cost and responsibility of Client. Client shall institute security measures necessary to safeguard any remote access to the Platform from unauthorized access by persons other than its authorized users. Client shall notify Mastercard immediately and assist Mastercard (at Client's sole cost) in remedying any instance of unauthorized access to, or use of, the Platform.
- 2.13. Mastercard retains all right, title, and interest in and to all current and future versions of all Platforms (including any algorithms, documentation, data models, and user interfaces therein or related thereto) and any other know-how, processes, techniques, concepts, methodologies, tools, or intellectual property Mastercard uses in performing hereunder, even if provided or developed as a result of performing services related to a Platform and all technology, algorithms, and data models relating thereto, even if provided or developed as a result of performing under a Document for Platforms. All of the foregoing will be deemed Mastercard Confidential Information. Client's rights to use any Platform are strictly limited to those granted in the applicable Document for Platform(s), and all rights in a Platform not expressly granted to Client are reserved to Mastercard.
- 2.14. Client may, from time to time, request modifications or customizations to a Platform. Mastercard, in its sole discretion, shall determine whether to perform such modifications or customizations and, if so, any such modifications or customizations, and related fees and charges, shall be set forth in the separate mutually executed Document and all resulting modifications and customizations shall remain the property of Mastercard.
- 2.15. Client may, from time to time, provide suggestions, comments, feedback or other input to Mastercard with respect to a Platform, Mastercard may freely use such feedback as it sees fit in perpetuity, entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise, provided that Client is not identified as the source of such feedback.
- 2.16. If a Platform is or, in Mastercard's opinion, likely to become the subject of any infringement-related claim, Mastercard will use its reasonable efforts to: (a) procure the right for Client to continue to use such Platform or (b) replace or modify such Platform so that it is no longer subject to a claim, but is functionally equivalent in all material respects. If neither (a) nor (b) is commercially reasonable, Mastercard may terminate any affected Documents and refund to Client any prepaid but unused fees thereunder. This Section 2.16 states Mastercard's entire liability, and Client's exclusive remedy, with respect to any claim of infringement of the intellectual property rights of a third party.

### **3. Term**

- 3.1. These Terms shall become effective upon the Effective Date and continue until the earlier of (i) such date specified in the Document, or (ii) when terminated pursuant to these Terms (the "Term").
- 3.2. These Terms may be terminated by either Party (i) in the event that such other Party has materially breached an obligation representation or warranty and fails to cure the breach within thirty (30) business days of receiving written notice of the breach; (ii) as of the date on which proceedings are instituted against a Party seeking relief under any bankruptcy, insolvency or similar law; or (iii) in the event that Mastercard no longer offers or provides the Platform. "Party" means either Mastercard or Client, and "Parties" means Client and Mastercard.
- 3.3. In the event a change in law or regulatory requirement, or any proposed change to a Service by a third party provider, prohibits or impairs Mastercard's ability to provide a Service, or any portion thereof in a territory/ies, ("Adverse Change"), Mastercard may suspend the provision of the affected Service, or such affected portion thereof, in such territory/ies for the duration of the Adverse Change, as may be necessary for Mastercard to address the Adverse Change. If Mastercard, in its sole discretion, reasonably determines that it is unable to modify the affected

Service to address the Adverse Change, Mastercard may (a) modify the Services in a particular Document to delete such territory/ies, Products or Services, or (b) terminate the applicable Document, upon thirty (30) days' prior written notice to Customer with no further liability to either Party for such termination.

If Mastercard decides, in its sole discretion, to discontinue offering the Services, or any portion thereof, in a territory for any reason, Mastercard may elect to (a) modify the Services in the applicable Document to delete such territory/ies, or Services, or (b) terminate the applicable Document, upon 30 days' prior written notice to Customer with no further liability to either Party for such termination.

#### **4. Fees, Payment and Taxes**

- 4.1. Mastercard's professional fees for the Services are as specified in the Document ("Fees"). Mastercard will invoice Client via the Mastercard Consolidated Billing System.
- 4.2. All amounts payable under these Terms or in a Document are quoted exclusive of sales, use, value-added, and withholding taxes and all customs duties or governmental charges of any kind attributable to the provision of services, or rights granted under these Terms, by Mastercard. Excluding income taxes relating hereto, Client shall indemnify Mastercard for any such taxes, duties or governmental charges paid by Mastercard in connection with the matters contemplated by these Terms. Client is responsible for any taxes levied on the provision of Services.
- 4.3. Mastercard will invoice Client in the currency specified in the Document.
- 4.4. Any material change in the scope of the Services as described in the Document executed by the Parties (whether as a result of revised Client goals or objectives, changes in law, schedule delays, requested additional Services, or other events outside the Parties' reasonable control) may require revisions to the Fees, timelines and/or other terms set forth in such Document, as mutually agreed upon by the Parties in good faith.
- 4.5. Properly submitted invoices for which payment is not received within 30 days of the invoice date shall accrue a late charge of the lesser of (x) 1½% per month or (y) the highest rate allowable by law, in each case compounded monthly to the extent allowable by law. All payments will be allocated first to interest, then to expenses, and then to the oldest outstanding fee.

#### **5. License and Use of Deliverables**

- 5.1. Upon full payment of the Fees and Other Costs by Client for the Services set forth in the applicable Document, Mastercard hereby grants to Client a perpetual, fully paid-up, nontransferable, non-exclusive license to use the applicable Services and Deliverables, in each case, (y) without the right to resell, assign, transfer or sublicense such Deliverables in any way, and (z) solely for Client's internal business purposes, relinquishing Mastercard of any liability for Client's use of such Deliverables.
- 5.2. Client retains ownership of Client Data and any other Confidential Information it provides to Mastercard. Mastercard shall own and be free to use for any purpose any ideas, concepts, general skills, know-how or techniques resulting from or acquired or used in the course of or arising out of the performance of the Services, including any suggestions, enhancement requests, recommendations or other feedback provided by Client relating to the Services.
- 5.3. The Services and all Deliverables provided by Mastercard to Client pursuant to the Services, as well as all materials, concepts, processes and methodologies employed by Mastercard or a Mastercard Supplier in connection with the Services, are and will remain the sole and exclusive property of Mastercard (or such Mastercard Supplier).
- 5.4. Client shall not, and shall not permit or authorize any person, or other third parties to: (a) use the Services, or any data analytics or insights in the Deliverables in a manner so as to reverse engineer or aid any other party to reverse engineer the data contained in the Deliverables; (b) create derivative works based on the Services, the Deliverables, or Mastercard's intellectual property; (c) copy, frame or mirror any part of the Services, the Deliverables, or Mastercard's intellectual property; (d) access the Services or Mastercard's intellectual property in order to build a competitive product or service, or to copy any features, functions, or graphics of such Services, the Deliverables, or Mastercard's intellectual property; (f) except as expressly permitted under the applicable Document, copy, modify, or reproduce the Services, Deliverables, or Mastercard's intellectual property in any way. Client shall not remove any identification, copyright or proprietary or other notices from the Deliverables, or any copies thereof. Client shall not use any Deliverable in a manner that would violate any applicable law, regulation, or third-party rights.
- 5.5. All Mastercard data and analyses included in the Deliverables shall be subject to all relevant laws and regulations for each applicable country, as well as Mastercard's contractual obligations and internal confidentiality, privacy, and data analytics guidelines and policies ("Applicable Standards"). In no event will Mastercard be obligated to supply or share any information or data which Mastercard determines, in its sole discretion, would cause Mastercard to be in violation of any such Applicable Standards. Mastercard reserves the right, in its sole discretion, to apply adjustments in order to achieve conformance with such Applicable Standards. Client agrees that it will not take any adverse decision against any individual based on the data and analyses which Mastercard provides to the Client. Client agrees not to disassemble, decompile, modify or enhance, or in any way reverse engineer any of the Mastercard data, methodologies, models, algorithms or other proprietary information provided to Client in any manner whatsoever, including but not limited to, attempting to identify or re-identify any individual cardholder. Client may not combine Mastercard data with any other data sets if it enables reidentification of individual transactions or cardholders.
- 5.6. Client shall not combine any Deliverable with any content (i) in any manner that states or suggests that Mastercard or any Deliverable is endorsing, sponsoring or affiliated with such content or related products or services, (ii) making any recommendations or providing advice as to any securities or securities markets, or (iii) to create a commercially available product, index or similar item, if the Deliverable or Mastercard

is mentioned publicly as a source for any data included in such content. Client shall at all times list Mastercard as the source of the Deliverables.

- 5.7. Client grants Mastercard a worldwide, fully paid-up license to copy, display and use Client's name and logo ("Client Marks"): (i) as necessary to perform Services; (ii) to identify Client as a customer of Mastercard and its Affiliates on its website and marketing materials; and (iii) with Client's prior written approval, to issue publicity or announcements concerning Mastercard's engagement with the Client for the purpose of a case study or investor relations announcements.. Client warrants and represents to Mastercard that Client owns all right, title, and interest in and to Client's Marks and has the authority to license to Mastercard the rights granted hereunder. Except as otherwise set out in these Terms, each Party will obtain the written consent of the other Party prior to the issuance of any press release, announcement or any other form of publicity, concerning these Terms.

## **6. Compliance with Laws; Data.**

- 6.1. It is the intent of the Parties that no payments or transfers of value or other advantage shall be made or undertaken or attempted which have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business for any person. Therefore, each Party agrees that it shall comply, and shall ensure that each of its employees, directors, temporary workers and personnel (collectively "Staff"), agents, subcontractors and third parties acting on its behalf, complies with all applicable anti-bribery and anti-corruption laws, and other applicable laws in connection with business dealings and activities between the Parties. Each Party represents, warrants, and covenants to the other that it and each of its Staff, agents, subcontractors and third parties acting on its behalf has not and will not, in connection with the activities contemplated by these Terms or in connection with any other business activities involving Mastercard, make, promise or offer to make any payment or transfer of anything of value or any other advantage directly or indirectly through a representative, intermediary agent or otherwise: (i) to any Government official; (ii) to any political party; or (iii) to any other person for the purpose of improperly influencing any act, omission to act or decision of such official, political party or individual or securing an improper advantage to assist it in obtaining or retaining business. Each Party represents, warrants and covenants to the other that it and each of its Staff, agents, subcontractors and third parties acting on its behalf has not and will not, in connection with any business activities involving the other, accept anything of value from any third party seeking to improperly influence any act or decision or in order to secure an improper advantage to that third party. "Government official" is defined as: (i) any employee or officer of a government of a country, state or region, including any federal, regional or local government or department or agency, or enterprise owned, in whole or in part, or controlled by such a government, (ii) any official of a political party, (iii) any official or employee of a public international organization, (iv) any person acting in an official capacity for, or on behalf of, such entities or (v) any candidate for political office. Failure by any Party to comply with the terms of this clause will constitute a material breach of these Terms. The Parties agree to comply with all relevant U.S. and other global export and re-export control laws and regulations, including the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce. Unless the Parties have prior authorization, at no time shall the Parties directly or indirectly export, re-export, sell, transfer, divert, or otherwise dispose of any products, software, or technology (including, without limitation, products derived from or based on such technology or incorporating such products and/or software), Deliverables, documents or materials received from Mastercard under these Terms to any destination, entity, or person prohibited by the laws or regulations of the United States, or when applicable, other global regulatory requirements, without obtaining prior authorization or licenses from the competent government authorities as required by those laws and regulations.
- 6.2. The Parties will comply with: (i) all applicable international, federal, state, provincial and local laws, rules, regulations, directives and governmental requirements relating in any way to the privacy, confidentiality or security of Personal Data, as defined below, including, without limitation: EU General Data Protection Regulation 2016/679 ("GDPR") and their national implementing legislations; the Gramm-Leach-Bliley Act; laws regulating unsolicited email communications; security breach notification laws; laws imposing minimum security requirements; laws requiring the secure disposal of records containing certain Personal Data; and all other similar international, federal, state, provincial, and local requirements, and (ii) the Payment Card Industry Data Security Standards, in each case, to the extent they apply to the Services. Subject to any applicable law, Client agrees that Mastercard may transfer data to any country in which any Mastercard Affiliate does business. Any processing of Personal Data in connection with Client's use of the Platform shall be governed by Mastercard's Global Privacy Notice: <https://www.mastercard.com/us/en/global-privacy-notice.html>.
- 6.3. The Parties shall comply with all trade and economic sanctions programs relevant to where the Parties are located and where they do business, including trade and economic sanctions maintained by the Office of Foreign Assets Control. Client shall not engage in any conduct that would cause Mastercard to violate applicable sanctions programs. Client shall notify Mastercard immediately if Client becomes aware that it, its subcontractors, or related parties engage in activity prohibited by applicable sanctions and Mastercard shall have the right to terminate these Terms without any delay upon receipt of the said notification from Client.
- 6.4. To the extent applicable, the Data Processing Agreement ("DPA") currently located at Data Processing Agreement | Mastercard Services (<https://vault.pactsafe.io/s/294cfd22-c6b3-4fb2-9cd7-486000c5e0c6/uc0do2rtk.html>) will apply to all Processing of Personal Data subject to Privacy and Data Protection Law (as these terms are defined in the DPA) in the context of these Terms. The terms of the DPA are expressly incorporated by reference into these Terms, and will prevail over any contradictory term otherwise contained in these Terms solely with respect to the Processing of Personal Data subject to Privacy and Data Protection Law. If Mastercard Europe SA is not a party to these Terms and to the extent Europe Data Protection Law applies and notwithstanding any other term in these Terms, Mastercard Europe SA is entering into these Terms solely for the purpose of compliance with Europe Data Protection Law and does not have any other obligations to Client in respect of these Terms.

## 7. Indemnification; Limitation of Liability

- 7.1. Each Party (the "Indemnifying Party") shall defend, indemnify and hold harmless the other Party, together with such other Party's employees, officers, agents, affiliates, representatives, and contractors, (together, the "Indemnitees") from and against any claims, demands, loss, damage or expense (including reasonable attorneys' fees) relating to or arising solely out of third party claims: (i) relating to the Indemnifying Party's acts of gross negligence or willful misconduct in connection with its performance under these Terms, or (ii) in the case of Client, third party claims relating to the use of Deliverables or combination, modification or use of the Deliverables with materials not provided or authorized by Mastercard or materials required by Client to be included in the Deliverables.
- 7.2. NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY SET FORTH IN THESE TERMS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER UNDER ANY LEGAL THEORY, TORT, CONTRACT, OR STRICT LIABILITY, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, FOR LOSS OF PROFITS, GOODWILL, OR ECONOMIC LOSS, REGARDLESS OF WHETHER A PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES; PROVIDED, HOWEVER, THAT A PARTY'S WAIVER OF ITS RIGHT TO RECEIVE SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES SHALL NOT APPLY IN THE EVENT OF A BREACH OF A PARTY'S CONFIDENTIALITY OBLIGATIONS DESCRIBED IN SECTION 9.
- 7.3. EXCEPT AS SPECIFICALLY DESCRIBED IN THESE TERMS, MASTERCARD MAKES NO WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE PLATFORM OR DELIVERABLES AND WITHOUT LIMITATION, MASTERCARD HEREBY EXCLUDES AND DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES AND CONDITIONS TO THE EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO, (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, (B) COURSE OF DEALING, TITLE, (C) NON-INFRINGEMENT, OR (D) FITNESS FOR A PARTICULAR PURPOSE. THE PLATFORM AND DELIVERABLES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS KNOWN AND UNKNOWN.
- 7.4. Except with respect (a) the Parties' indemnification obligations under Section 7.1 of these Terms; or (b) to Client's breach of its obligations, under Sections 3 and 4 of these Terms, the maximum aggregate liability of any Party arising out of or relating to these Terms or a Document, whether it arises by statute, contract, tort or otherwise, shall not exceed the amount of the Fees or the value of the Services and Deliverables provided in the Document under which the claim is brought. If no such fees or value of the Services and Deliverables is stated in the Document, then such maximum aggregate liability shall be limited in all respects to US\$50,000 over the term of such Document. Nothing in these Terms and Conditions excludes or limits the liability of either Party for (a) death or personal injury caused by its negligence, (b) any matter which it would be illegal for the Party to exclude or attempt to exclude its liability, or (c) fraud or fraudulent misrepresentation.

## 8. Confidentiality.

- 8.1. "Confidential Information" means the provisions of these Terms, the Document(s) and any information, Deliverables, insights, Client Data, Mastercard Supplier data, reports, data, materials, processes, methodologies and concepts, in whatever form embodied (e.g., oral, written, electronic) owned by Mastercard or Client, including Personal Data and any non-public information about individuals or consumers of Mastercard or Client and/or their Affiliates, no matter how or by what party such information, materials, or concepts were transmitted, disclosed, directly or Indirectly by either Party, or collected in the course of the performance of a Party's obligations under these Terms or a Document. "Personal Data" means any information relating to an identified or identifiable individual, regardless of the media in which it is contained.
- 8.2. During the Term and for a period of seven (7) years thereafter (except for non-public information about individuals or consumers of Mastercard and/or Client, which shall be maintained in confidence indefinitely), the Party receiving Confidential Information ("Receiving Party") from the other Party ("Disclosing Party") shall maintain the Confidential Information in strict confidence and shall: (i) use Confidential Information only as authorized in accordance these Terms or a Document; (ii) not copy any Confidential Information except as authorized in accordance with these Terms or a Document; (iii) not disclose Confidential Information to any third party except as expressly permitted in writing by the Disclosing Party and then only if such third party has executed a confidentiality, privacy and data protection obligations no less restrictive than those set forth herein; and (iv) limit dissemination of Confidential Information to employees (or, in the case of Mastercard, Mastercard Supplier) with a "need to know" and who are subject to confidentiality, privacy and data protection obligations no less restrictive than those set forth in these Terms.
- 8.3. Except with respect to Personal Data, Confidential Information shall not include any information which: (i) is already in the public domain at the time of disclosure through a source other than the Receiving Party; (ii) enters the public domain after disclosure through no fault of the Receiving Party; (iii) is already known to the Receiving Party at the time of disclosure (as evidenced by written records); (iv) was independently developed by the Receiving Party without use of or reference to any Confidential Information (as evidenced by written records); or (v) is subsequently disclosed to the Receiving Party by third parties having no obligation of confidentiality to the Disclosing Party.
- 8.4. Upon the written request of the Disclosing Party, the Receiving Party will securely destroy or render unreadable or undecipherable all originals and copies of the Confidential Information, in every media format, in the Receiving Party's possession, custody or control, and provide certification of destruction. The foregoing will not apply to the to the extent information must be retained pursuant to applicable legal or regulatory requirements or for purposes of the Receiving Party's commercially reasonable disaster recovery procedures, provided such information will continue to be subject to Section 8 of these Terms.

## 9. General Terms.

- 9.1. **Force Majeure.** Neither Party shall be liable for loss or damage or be deemed to be in default under these Terms, except for Client's payment obligations, if its failure to perform its obligations results from or is attributable to any act of God, natural disaster, fire, strike, embargo, war, threat of terrorism, insurrection, riot or other cause or circumstance beyond the reasonable control of the Party; provided however that the foregoing shall not excuse any failure to exercise diligence by a Party to minimize the scope, extent, duration and adverse effect of any such delay in performance, on the other Party.
- 9.2. **Data Use.** Notwithstanding anything to the contrary in these Terms and if any Client Data is provided to Mastercard, Client authorizes Mastercard to: (a) Process, including, where necessary, to aggregate or anonymize, Client Data to effectuate the delivery of the Services; (b) use Client Data for the following business purposes and in compliance with all applicable laws: (i) in connection with Mastercard's internal operations, including for legal, accounting, or auditing purposes; (ii) to maintain and improve the quality of Mastercard's services; (iii) to develop, improve and deliver existing and new products or services; and (iv) to secure Mastercard's personnel, products, or systems and to conduct risk management, including fraud monitoring and prevention. With respect to each of the activities in this Clause 9.2, Mastercard will not disclose any Client Data to any third party unless such Client Data does not identify any individual or Client; and (c) anonymize Client Data, and aggregate it with other data collected by Mastercard, to create compilations, reports, analyses and insights, provided that such compilations, reports, analyses and insights do not identify, or attempt to identify, any individual or Client. "**Process**" has the meaning given to it under applicable Privacy and Data Protection Law. "**Client Data**" means, individually and collectively, all: (i) Client Confidential Information; (ii) other data, records, files, content or information, in any form or format, acquired, accessed, collected, received, stored or maintained by Mastercard or its affiliates from to time or on behalf of Client or its affiliates, or otherwise in connection with these Terms, the Services, or the parties' performance of or exercise of rights under or in connection with these Terms; and (iii) information derived from (i) or (ii). Client Data does not include data that Mastercard collects in connection with the activities Mastercard undertakes pursuant to the Mastercard Rules, which such activities are governed exclusively by the Mastercard Rules.
- 9.3. **Other terms.** A failure or delay of either Party to enforce any provision of or exercise any right under these Terms shall not be construed to be a waiver. No waiver by a Party or any amendment to these Terms shall be effective unless expressly made in a signed writing, which writing shall not be an e-mail. Mastercard may update these Terms in its discretion from time to time. If any these Terms are held by a court of competent jurisdiction to be unenforceable or invalid in any respect, such unenforceability or invalidity shall not affect any other provision, and these Terms shall then be construed as if such unenforceable or invalid provisions had never been part of the Terms. All representations and warranties, and all commitments: (i) to indemnify, defend, hold harmless, or (ii) relating to confidentiality, limitations on liability, rights and obligations upon termination, and jurisdiction, and any other provision by its nature that is meant to survive shall survive any termination of these Terms. These Terms shall not be assigned by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld, provided that Mastercard may assign its rights and obligations under these Terms to an Affiliate without prior written consent of Client. Any assignment or delegation made without the appropriate express written approval as required under this Section 9 shall be null and void. Nothing in these Terms is intended to confer any benefit on any third party (whether referred to by name, class, description, or otherwise) or any right to enforce a term of these Terms. Unless otherwise expressly provided under these Terms, any remedies stated herein are non-exclusive. In addition to these remedies, the Parties shall be entitled to pursue any other remedies that they may have at law or in equity. These Terms and Document evidence the entire agreement and understanding between Mastercard and Client with respect to delivery of the Services, Platform, and Deliverables and supersedes all prior agreements, representations, statements, negotiations and undertakings between the Parties, whether oral or written, concerning such delivery, except in respect of any fraudulent misrepresentations made by either Party. Any notice shall be in writing and shall be addressed to the Party entitled to such notice at such address indicated in these Terms or as the Parties may inform each other from time to time, and shall be given by (a) an overnight registered mail or courier delivery service or (b) email transmission (other than notice of breach, termination or intellectual property claim). Any notice given under sub-clause (a) shall be deemed to have been received three calendar days after mailing, and any notice given in accordance with sub-clause (b) shall be deemed to have been received one calendar day after its transmission by email. These Terms and the respective rights and obligations of the Parties shall be governed by the laws of the applicable Governing Law Jurisdiction without reference to its conflict-of-laws or similar provisions that would mandate or permit application of the substantive law of any other jurisdiction. The courts located in the applicable Governing Law Jurisdiction shall have the exclusive jurisdiction over any actions or disputes related to these Terms. The Parties consent and submit to the personal jurisdiction of, and waive any objection they may now or hereafter have to the laying of venue in, such courts.
- 9.4. **Authority.** Each Party represents and warrants to the other Party that it has all necessary corporate power and authority to enter into these Terms and comply with its obligations thereunder and, when executed and delivered, the terms and the applicable Document entered into, shall be such Party's legal, valid and binding obligation enforceable in accordance with its terms.
- 9.5. **Mastercard Party.** "Mastercard Party" or "Mastercard" means the party identified in the table below, based on the applicable Territory and is referred to in these Terms as "Mastercard". "Governing Law Jurisdiction" means the jurisdiction indicated in the table below which corresponds to the applicable Mastercard Party.

Market	Mastercard Party	Address	Governing Law Jurisdiction
Any market in the Europe Region	Mastercard Europe SA	198/A Chaussée de Tervuren, 1410 Waterloo, Belgium	Belgium
Any market in the Asia/Pacific Region	Mastercard Asia/Pacific Pte. Ltd.	3 Fraser Street, DUO Tower #17 - 21/28, Singapore 189352	New York

Any market in the Canada Region	Mastercard Canada ULC	121 Bloor St. East, Ste 600, Toronto, Canada M4W 3M5	Province of Ontario and the federal laws of Canada
Any market in the United States Region	Mastercard International Incorporated	2000 Purchase Street, Purchase, New York 10577	New York
Any market in the Latin America and the Caribbean Region (except Argentina and Brazil)	Mastercard International Incorporated	2000 Purchase Street, Purchase, New York 10577	New York
Any market in the Middle East and Africa Region	Mastercard Asia/Pacific Pte. Ltd.	3 Fraser Street, DUO Tower #17 - 21/28, Singapore 189352	New York