

SCHEDULE K

CONFIDENTIALITY AND PRIVACY TERMS AND CONDITIONS

These confidentiality and privacy terms and conditions (“**Terms**”) constitute an agreement between MoneyGram Payment Systems, Inc. (“**Customer**”) and you (“**you**” or “**Supplier**”) related to your provision of Goods and/or Services to Customer. All terms capitalized herein but undefined shall have the definitions assigned them in the master services agreement executed by and between Customer and the Supplier (the “**Master Agreement**”).

1. Confidentiality

- 1.1. Supplier shall keep in strict confidence any Customer Information. Supplier shall restrict disclosure of such confidential material to such of its Representatives; provided, however, (i) such information is disclosed on a strict need-to-know basis for the purpose of the provision of the Goods and/or Services to Customer; and (ii) such Representatives who are not internal to the Supplier sign a confidentiality agreement with terms substantially similar hereto for the benefit of the Supplier, or, where applicable, are required to comply with codes of professional conduct ensuring confidentiality of such information. Supplier shall comply with, and ensure that the Representatives comply with, any security procedure, policy or standard provided to Supplier by Customer or any of its Affiliates from time to time. Supplier will be liable for any unauthorized disclosures by it or its Representatives. The term “Representatives” shall specifically exclude any parties that are in competition with Customer or any of its Affiliates.
- 1.2. Supplier must not: (i) use Customer Information for any other purposes than for providing the Goods and/or Services; or (ii) reproduce the Customer Information in whole or in part in any form except as may be required by the Contract Documents; or (iii) disclose Customer Information to any third party, except to Representatives or with the prior written consent of Customer.
- 1.3. Supplier shall install and update at its own cost adequate virus protection software and operating system security patches for all computers and software utilized in connection with providing the Goods and/or Services. Supplier shall immediately inform Customer (and any affected Affiliate) without delay about suspicion of breaches of data security or other incidents or irregularities regarding any Customer Information, which did, or could have, resulted in a breach of the obligations under this Section 1. Supplier agrees that Customer (and any affected Affiliate) may provide any information received from Supplier to other Affiliates of Customer and to third parties.
- 1.4. Customer Information shall not include any information that Supplier can prove (i) is generally available to the public prior to disclosure by Customer to Supplier, (ii) was in Supplier or its Representatives’ possession prior to disclosure by Customer, or (iii) is required by an order of a court with jurisdiction over the Supplier; provided, however, in the case of (iii), Supplier must immediately notify Customer in writing upon receiving such requirement, and withhold any disclosure of Customer Information to allow Customer an opportunity to seek an injunction, repudiation, or limitation of such requirement prior to disclosing Customer Information subject to such requirement.
- 1.5. Unless otherwise provided herein, upon expiration or termination of the Master Agreement for any reason:

- 1.5.1. The limited right to use the Customer Information granted to Supplier hereunder shall immediately terminate and neither Supplier nor its Representatives shall have any further right to use Customer Information in any way;
- 1.5.2. Supplier shall immediately return to Customer, or destroy at Customer's request, any developed software in source code and object code forms and all related documentation, all documents, drawings, apparatus, sketches, designs, source code, object code and any other tangible items containing any Customer Information including all complete or partial copies, recordings, abstracts, notes or reproductions of any kind made from or about such tangible items or information contained therein; and
- 1.5.3. Supplier shall provide to Customer written certification, made under oath, that Supplier has returned or destroyed all of the items identified above to Customer, upon Customer's request.
2. **Personal Data**. If Customer discloses any Personal Data to Supplier, Supplier shall comply with all applicable data protection laws and regulations. Supplier shall apply appropriate physical, technical and organizational measures to ensure a level of security of Personal Data appropriate to the respective risk and the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services. Supplier will use all reasonable endeavors to deliver the applicable Customer's privacy notice made available at [MoneyGram Global Strategic Sourcing Vendor Templates](#) to its employees that will be involved in the delivery of Goods or the provision of Services for Customer.
3. The following capitalized terms used herein shall have the following meanings:
- Customer Information** means data or information, including Personal Data (as defined below), acquired by Supplier in preparation of or during the fulfilment of any relationship with Customer, irrespective of whether such data or information relates to Customer, its affiliates or their respective customers or suppliers, and any other information concerning Customer's or its Affiliates' business, their products and/or their technologies which Supplier obtains in connection with the Goods and/or Services to be provided (whether before or after full execution of any Contract Documents).
- Personal Data** means data or information of an identified or identifiable natural person.