



# Dialog Finance PLC

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## Network Access Agreement

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## 1 Purpose

The purpose of this Schedule [x] is to establish minimum information security requirements for any supplier as defined in the agreement between Dialog Finance and supplier.

## 2 Definitions

In this Schedule [x], the following definitions apply, unless the context otherwise requires:

Dialog Finance	Shall mean and include Dialog Finance PLC and any of its Affiliates.  “Affiliate” means in relation to a party any entity which, directly or indirectly, controls or is controlled by, or is under common control with, that party, where control is the possession, directly or indirectly, of (a) alone or pursuant to an agreement with other members, a majority of the voting rights in it, (b) the power to direct or cause the direction of the management or operating policies of the entity through the exercise of voting rights, contract, trust or otherwise, or (c) a right to appoint or remove the majority of the directors of the entity, and “Affiliates” means any of them.
Network Administrator	means the relevant member(s) of Dialog Finance.
Site	means a Dialog Finance site at which the Services are provided
Specified Purpose	means in order for Supplier to provide the Services to Dialog Finance in accordance with the terms of the Agreement.
Dialog Finance Network	means the voice and data communications network that is used to link all Dialog Finance Sites.
Confidential Information	means information whose unauthorized disclosure, compromise or destruction would directly or indirectly have an adverse impact on Dialog Finance, its customers or employees.

## 3 Network Access

Access to the Dialog Finance Network shall be granted to Supplier solely for the purpose of providing the Services to Dialog Finance in accordance with the terms of the Agreement. Supplier agrees and undertakes that it shall comply with the agreed specific access methods to the Dialog Finance Network.

## 4 IT Services Provided

In consideration of the Supplier agreeing to comply with the terms of this Schedule, the Network Administrator agrees to provide access to the Dialog Finance Network to Supplier for the

duration of the Term or until access pursuant to this Schedule is terminated in accordance with its terms, provided however that the Network Administrator shall not be liable for any failure to make the Dialog Finance Network available or for any system failure in connection with the Dialog Finance Network.

## **5 Access Authorizations**

- a. The Supplier shall request access from Dialog Finance to the Dialog Finance Network and any Application Links in accordance with Dialog Finance's standard process for permitting such access. The Supplier agrees to restrict requests for access to the Dialog Finance Network to those of its directors, officers, agents, employees or contractors who need to have such access for the Specified Purpose.
- b. In the event that any person authorized by Supplier to access the Dialog Finance Network breaches the terms of this Schedule, Dialog Finance shall be entitled to immediately withdraw the access authorization granted in relation to that person pending investigation of the relevant breach

## **6 Service Connectivity Availability**

The dates and times on which network access to the Dialog Finance Network will be provided and shall be adequate to give meaningful effect to the relevant Services for which such access is being granted.

## **7 Information Ownership**

- a. Supplier acknowledges that all rights in the Confidential Information of the Network Administrator and members of Dialog Finance are, and shall remain, the exclusive property of the Network Administrator or the relevant member of Dialog Finance (as the case may be) and that nothing in this Schedule shall give Supplier any rights in, or to, any Intellectual Property Rights or Confidential Information of the Network Administrator or members of Dialog Finance.

## **8 Electronic Monitoring**

Supplier acknowledges and undertakes to advise all of its own directors, officers, employees, agents and contractors or any other party which (in accordance with this Schedule) Supplier allows to access the Dialog Finance Network that all users of the Dialog Finance Network are subject to having all of their activities on the Dialog Finance Network monitored by the Network Administrator, subject to compliance by the Network Administrator with all applicable laws and regulations.

## **9 Data Network Access Termination**

- a. If Supplier is in material breach of this Schedule, the Network Administrator shall be entitled to serve written notice on Supplier notifying them of such breach and requesting the Supplier to cure the breach within mutually agreed timelines. During such thirty (30) day period, the Network Administrator shall restrict access to the Dialog Finance Network such that the Supplier Personnel that committed the breach shall no longer have access thereto,

- b. Should Supplier either:
  - I. fail to cure such breach within mutually agreed timelines from the date of its notification by the Network Administrator; or
  - II. where such breach is incapable of being remedied by either Supplier or by Dialog Finance, or cannot be so remedied without causing an adverse impact on the Services,

Dialog Finance shall be entitled to terminate the Agreement.

- c. The Network Administrator/Dialog Finance is at all times entitled to disconnect the Applications Link and/or otherwise terminate Supplier's use or access immediately to the Dialog Finance Network at any time without assigning any reason or being liable for any damages suffered by Supplier

## 10 Anti-Virus Measures

- a. Supplier agrees and undertakes to comply fully with such protective anti-virus and spyware measures as the Network Administrator may require.
- b. Supplier agrees that all virus incidents that become known to the relevant Supplier will be reported as soon as practicable to the Network Administrator.
- c. Supplier shall ensure that it does not introduce into the Dialog Finance Network any:
  - I. malicious code or other software that is capable of being activated to disable or impair the Dialog Finance Network, any software active on the Dialog Finance Network or any data transmitted over the Dialog Finance Network by any Dialog Finance member or any third party authorized by a relevant member of Dialog Finance to use the Dialog Network; and
  - II. material which is defamatory or amounts to an infringement of the rights of privacy of any individual or infringes the intellectual property rights of any third party.

## 11 IT Security Incidents

- a. Supplier is obligated to promptly notify the Network Administrator in writing of any actual or suspected attempts by Supplier Personnel, or other individuals with access to its network or IT facilities, to access the Dialog Finance Network in violation of this Schedule or gain access to the Network Administrator's Confidential Information in violation of this Schedule.
- b. The Network Administrator and the relevant Supplier will agree to an assessment of damage and risk together with a plan to contain damage and remedy future similar incidents. The parties undertake to implement the agreed plan promptly.

## 12 On-Going Assurance of Contract Compliance

Supplier agrees and undertakes to comply with this Schedule and any additional IT security procedures which apply globally to Dialog Finance to ensure on-going effectiveness of security together with any additions thereto, as notified by the Network Administrator to Supplier in writing (including any reviews of security).

### 13 Other Problems / Escalation Procedure

- a. Problems, including significant virus incidents, discovered by the Network Administrator will be communicated to Supplier. Any significant security related issue discovered by Supplier will immediately be communicated to the Network Administrator.
- b. In case any issues need to be escalated through the Network Administrator, Supplier will immediately contact the Network Administrator. In case any issue needs to be escalated through Supplier, the Network Administrator will immediately contact the Supplier. The points of contact are specified in the table below:

Dialog Finance Network Administrator	
Supplier Personnel	

### 14 Review of this Schedule

This Schedule may be reviewed by the Network Administrator and Supplier from time to time to ensure that:

- a. agreed procedures are still in place and effective; and
- b. new circumstances and technologies (as they may arise in the ordinary course of business consistent with past practices) that may require changes are promptly addressed.

### 15 Hardware and Software

The responsibilities for IT related hardware and software provision, installation, maintenance and removal, necessary for the Applications Link shall be as agreed between the parties,

### 16 Physical and Local Network Security

Supplier agrees and undertakes to fully comply with the physical and local network security measures needed to safeguard authorized access to the Dialog Finance Network, e.g. by using firewalls and by implementing network encryption for wireless connectivity and such other measures as Network Administrator may require.

## **17 Audit Rights**

The Network Administrator shall be entitled to inspect, and audit Supplier procedures related to compliance with this Schedule.

## **18 Legal Responsibilities**

Each party is responsible for ensuring that it complies with all relevant laws and regulations relevant to the performance of its obligations and the exercise of its rights (including the transmission of information) pursuant to this Schedule.