



# Payment Card Industry (PCI) Qualification Requirements

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**For Qualified Integrators and Resellers (QIRs)<sup>™</sup>**

**Version 2.0**

November 2014

## Document Changes

Date	Version	Description
August 2012	1.0	Initial release of the <i>PCI Qualification Requirements for QIRs</i>
November 2014	2.0	Minor edits to align with PCI DSS and PA-DSS v3.0; Removal of Appendix C, Business License Requirements, which is now available online; Simplification of the application process

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# 1 Introduction

Organizations qualified by PCI SSC as Qualified Integrator and Reseller Companies (QIR Companies) are thereby authorized to implement, configure, and/or support validated PA-DSS Payment Applications on behalf of merchants or service providers for purposes of performing Qualified Installations as part of the QIR Program. The quality, reliability, and consistency of a QIR Company's work provide confidence that the Payment Application has been implemented in a manner that supports the Customer's PCI DSS compliance.

All QIR Companies are identified on the QIR List in accordance with the *QIR Agreement*. If a company is not on the QIR List, it is not recognized as a QIR Company by PCI SSC or Participating Payment Brands. All companies and individuals seeking to qualify as QIR Companies or QIR Employees must satisfy initial qualification requirements and re-qualify with PCI SSC every three years, as detailed further in this document.

Interested applicants should complete the on-line registration form located on the Website or e-mail the QIR Program Manager at [qir@pcisecuritystandards.org](mailto:qir@pcisecuritystandards.org).

## 1.1 Terminology

For purposes of this document, capitalized terms used but not defined herein shall have the meanings set forth in Schedule 1 to the *QIR Agreement*. The *QIR Agreement* is attached as Appendix A to these *QIR Qualification Requirements*.

## 1.2 Document Structure

**Section 1: Introduction** offers a high-level overview of the QIR application process.

**Section 2: QIR Company Business Requirements** covers minimum business requirements that must be demonstrated to PCI SSC by the company.

**Section 3: QIR Company and QIR Employee Capability Requirements** reviews the information and documentation necessary to demonstrate the service qualifications and expertise of the company and its employees.

**Section 4: QIR Company Administrative Requirements** focuses on the logistics of doing business as a QIR Company, including background checks, adherence to the *QIR Program Guide* procedures, protection of confidential and sensitive information, and quality assurance including remediation and revocation.

**Section 5: QIR Re-qualification** briefly outlines the QIR re-qualification process

**Section 6: QIR Remediation and Revocation Process** contains the remediation and revocation procedures if there is a breach of the *QIR Agreement*.

**Appendices:** The appendices to the *QIR Qualification Requirements* include the *QIR Agreement*, terminology schedule, application process checklist and Code of Professional Responsibility.

## 1.3 Related Publications

The *QIR Qualification Requirements* should be used in conjunction with the then-current versions of the following other PCI SSC publications, each available through the Website:

- PCI DSS, which sets the foundation for other PCI Standards and related requirements

- PA-DSS, which defines the specific technical requirements and provide related assessment procedures and templates used to validate Payment Application compliance and document the validation process
- *QIR Program Guide*, which defines requirements that must be satisfied by all QIR Companies in order to perform Qualified Installations

## 1.4 QIR Company Application Process

All QIR Company application materials must be submitted electronically via a secure portal designated by PCI SSC. Applicants should submit requests for access to this secure portal by e-mail to [qir@pcisecuritystandards.org](mailto:qir@pcisecuritystandards.org), attention "Program Manager." Please note that mail and other e-mail submissions will not be accepted.

To facilitate preparation of the application package, refer to Appendix B: QIR – New Application Process Checklist. All applications must contain all items listed in Appendix B in support of the application. All application materials and the signed *QIR Agreement* must be submitted in English. All other documentation provided by the QIR in a language other than English must be accompanied by a certified English translation (e.g., business licenses and all other required materials).

In the event a company does not meet the requirements specified in the *QIR Qualification Requirements*, PCI SSC will notify the company, and the company will have 30 days from the date of notification to appeal the decision. Appeals must be addressed to the PCI SSC General Manager. If a company's appeal is denied, its name will not be placed on the QIR List.

**Important Note:** PCI SSC reserves the right to reject any application from any applicant (company or individual) that PCI SSC determines has committed, within two (2) years prior to the application date, any conduct that would have been considered a "Violation" for purposes of the *QIR Agreement*, if committed by a QIR Company or QIR Employee. The period of ineligibility will be a minimum of *one (1) year* as determined by PCI SSC in a reasonable and non-discriminatory manner, in light of the circumstances.

## 1.5 Additional Information Requests

In an effort to maintain the integrity of the QIR Program, PCI SSC may from time to time request that QIR Companies and QIR Employees submit additional information or materials in order to demonstrate adherence to applicable requirements, as part of the QIR approval process, or as part of PCI SSC's QIR quality assurance initiatives, including but not limited to remediation, revocation, and appeals as further described in this document and the *QIR Program Guide*. All such additional information and materials must be submitted in English or with a certified English translation. QIR Companies are required to respond to each such request with the required information or documentation no later than three (3) weeks from receipt of the corresponding written request or as otherwise requested by PCI SSC.

## 2 QIR Company Business Requirements

Each QIR Company must satisfy the following business requirements and provide the following information to PCI SSC.

### 2.1 Business Legitimacy

#### 2.1.1 Requirements

The QIR Company must be recognized as a legal entity.

#### 2.1.2 Provisions

The following information must be provided to PCI SSC:

- Copy of business license or equivalent (see [Business License Requirements](#) on Website) Attestation that the QIR Company (and QIR Company principals) have no past or present allegations or convictions of any fraudulent or criminal activity against them, or a written statement describing any such allegations or convictions and the status and resolution thereof.

### 2.2 Professional and Business Ethics

#### 2.2.1 Requirements

The QIR Company must adhere to professional and business ethics, perform all duties with objectivity, and limit sources of influence that might compromise its ability to perform Qualified Installations.

The QIR Company must confirm and agree that it does, and while a QIR Company will:

- Clearly distinguish any services that it provides as a QIR Company from any other services that it provides.
- Not use its status as a QIR Company to market products or services unrelated to its QIR Company status or function.
- Not recommend any product or solution that adversely impacts Customers' PCI DSS compliance.
- Not misrepresent any requirement of the PCI DSS in connection with its promotion or sales of services or products to Customers.
- Not state or imply that PCI DSS compliance requires use of any specific product or service.
- Not sell or install any Payment Application identified as vulnerable by any payment card brand program.
- Not misrepresent its role as a QIR Company as being able to assess a Customer's PCI DSS compliance status.

#### 2.2.2 Provisions

The QIR Company must confirm its QIR Employees meet all the requirements specified in Section 2.2.1.

## 2.3 QIR Company Fees

### 2.3.1 Requirements

Fees payable by QIR Companies in connection with the QIR Program must be paid by check or other means approved by PCI SSC. All checks should be made payable to "PCI SSC" and mailed to the following address or as otherwise instructed by PCI SSC:

PCI Security Standards Council  
401 Edgewater Place, Suite 600  
Wakefield, MA 01880  
Phone number: (781) 876-8855

QIR Companies are responsible for payment of the following fees as then specified on the Website:

#### **Initial Program Enrollment**

The fees a QIR Company will pay are the QIR Training and Exam Fee for each individual QIR Employee they want to have qualified (minimum of two per QIR Company).

**Note:** All fees associated with the QIR Program are posted on the Website. All such fees are non-refundable, updated annually, and subject to change upon notice from PCI SSC. Posting of a revised QIR Program Fee Schedule on the Website shall be deemed to constitute notice of a fee change.

#### **Exam Retake (necessary only if the QIR Employee's previous attempt resulted in failure)**

There is no limit to the number of times an individual QIR Employee can retake the QIR Exam and there is no waiting period required after each failed attempt. The QIR Company will be assessed the Exam Retake fee prior to each retake attempt.

#### **Requalification**

Requalification is required every three years on or before the QIR Employee's qualification expiration date. In order to requalify, individual QIR Employees will need to take the QIR Training and Exam. The fees a QIR company will pay are the QIR Training and Exam Fee for each individual QIR Employee they want to have requalify.

## 3 QIR Company and QIR Employee Capability Requirements

### 3.1.1 Requirements

The QIR Company must be **either** the direct provider of a PA-DSS validated Payment Application **or** a completely independent third party licensed or otherwise authorized by the PA-DSS validated Payment Application vendor to implement the Payment Application into the merchant or service provider environment.

The QIR Company must have processes in place to ensure that its QIR Employees are trained in and have up-to-date knowledge of the PA-DSS validated Payment Application(s) for which they intend to perform Qualified Installations. Such processes must include, but are not limited to, participation in the training and communication program(s) provided by the Payment Application vendor(s). PA-DSS requires vendors of validated Payment Applications to maintain instructional documentation and training programs for integrators and resellers.

The QIR Company must have experience installing and configuring applications, preferably Payment Applications, equal to at least one year or three separate engagements.

To be listed as a QIR Company, the QIR Company must at all times maintain at least two (2) QIR Employees.

### 3.1.2 Provisions

The following information must be provided to PCI SSC:

- Confirmation that the QIR Company is **either** the direct provider of a PA-DSS validated Payment Application **or** a completely independent third-party licensed or otherwise authorized by the PA-DSS validated Payment Application vendor to implement the Payment Application into the merchant or service provider environment.
- Confirmation that the QIR Company has processes for ensuring that all of its QIR Employees are trained in and maintain up-to-date knowledge about the PA-DSS validated Payment Application(s) for which they intend to perform Qualified Installations.
- Confirmation of experience installing or configuring applications equal to one year or three separate engagements.
- List of the regional markets and languages supported by the QIR Company.
- Acknowledgement that the QIR Company must continually employ at least two (2) QIR Employees in order to be and remain a QIR Company.

## 3.2 QIR Employees – Skills and Experience

Each QIR Employee performing or managing Qualified Installations must be qualified by PCI SSC. Only individuals then qualified by PCI SSC as QIR Employees are authorized to perform Qualified Installations. The Lead QIR must be actively engaged for the duration of the Engagement and Qualified Installation. QIR Employees are responsible for:

- Performing the Qualified Installation(s).
- Ensuring the PA-DSS validated Payment Application is installed in a manner compliant with the Payment Application vendor's *PA-DSS Implementation Guide*, following the best

practices of the *QIR Program Guide*, and in a manner that facilitates Customers' PCI DSS compliance.

- Producing the *QIR Implementation Statement*.

### **3.2.1 Requirements**

All QIR Employee(s) performing or managing Qualified Installations for a given QIR Company must:

- Have sufficient application installation and system hardening knowledge and experience to conduct technically complex application installations.
- Be knowledgeable regarding the *QIR Program Guide*.
- Be knowledgeable of appropriate contents of the *PA-DSS Implementation Guide(s)* for the Payment Application(s) they implement.
- Be trained in and have up-to-date knowledge of the PA-DSS validated Payment Application(s) that they implement, and perform such implementation(s) in accordance with applicable QIR Requirements.
- Attend requisite QIR Program training, and legitimately pass, of his or her own accord without any unauthorized assistance, all requisite QIR Program training examinations. QIR Employees who fail to pass such exams must not lead or manage any Qualified Installation until passing such exams.
- Be employees of the QIR Company (meaning this work cannot be subcontracted to non-employees) or permitted subcontractors approved in writing by PCI SSC. Approved subcontractors shall not be permitted to include a company logo other than that of the responsible QIR Company or any reference to another company in the *QIR Implementation Statement* documents while performing work on behalf of the QIR Company.
- PCI SSC has adopted a Code of Professional Responsibility (the "Code") to help ensure the highest standards of ethical and professional conduct are followed. QIR Employee candidates must agree to advocate, adhere to, and support the Code. The Code is attached as Appendix C to the *QIR Qualification Requirements*. It must be accepted prior to viewing the training material.

### **3.2.2 Provisions**

The following information must be provided to PCI SSC for each individual seeking qualification as a QIR Employee:

- Résumé or Curriculum Vitae that includes relevant work experience and responsibilities in Payment Application installations, system hardening, system integration, network security, etc., and work experience related to the payment industry.
- Agree to support the Code of Professional Responsibility

## 4 QIR Company Administrative Requirements

### 4.1 Contact Person

#### 4.1.1 Requirements

The QIR Company must designate a primary contact person for QIR Program purposes. The primary contact shall serve as the QIR Company's sole point of contact for all QIR communications to PCI SSC in connection with the QIR Program, and may be changed in accordance with the *QIR Agreement*.

#### 4.1.2 Provisions

The following contact information must be provided to PCI SSC, for the primary contact:

- Name
- Job Title
- Address
- Phone number
- E-mail address

### 4.2 Background Checks

#### 4.2.1 Requirements

The QIR Company must perform background checks (as described in Section 4.2.2) on all QIR Employees, if legally permitted within the applicable jurisdiction.

Upon request, the QIR Company must provide to PCI SSC the background check history for each QIR Employee, if legally permitted within the applicable jurisdiction.

#### 4.2.2 Provisions

The QIR must provide the following to PCI SSC:

- Confirmation that the QIR Company conducts background checks for each employee prior to submitting employee qualification requests to PCI SSC, and that each employee with respect to which qualification materials have been submitted has successfully passed the background check in accordance with the QIR Company's policies and procedures (where legally permitted). Examples of background checks include previous employment history, criminal record, credit history, and reference checks.
- Confirmation that the QIR Company background checks and policy include each of the following (to the extent legally permissible in the applicable jurisdiction):
  - Gathering of current photographs
  - Verification of aliases (when applicable)
  - Annual review of records of any criminal activity, arrests, or convictions
  - Automatic disqualification from QIR Employee consideration of individuals who have committed any felony or crime involving financial fraud or forgery

## 4.3 Adherence to PCI SSC Procedures

For each Qualified Installation, the resulting *QIR Implementation Statement* must follow the instructions set forth in the *QIR Program Guide*, including without limitation, preparation of the *QIR Implementation Statement* by a QIR Employee, and review and confirmation of the *QIR Implementation Statement* by a second QIR Employee.

Each *QIR Implementation Statement* must be prepared by a QIR Employee and be based on the results of the Qualified Installation in accordance with the *QIR Program Guide*. If clarification on the intent of any question in the *QIR Implementation Statement* is needed, the *QIR Implementation Instructions* should be used as a reference guide.

## 4.4 Quality Assurance

### 4.4.1 Requirements

- The QIR Company must have implemented a quality assurance program as described in Section 4.4.2, and upon request, provide a copy of its quality assurance manual to PCI SSC.
- The QIR Company must provide a QIR Feedback Form to each Customer at the start of the installation.
- The QIR Company must adhere to all quality assurance requirements mandated by PCI SSC.
- The QIR Company must permit PCI SSC to conduct site visits and audits at the discretion of PCI SSC.

### 4.4.2 Provisions

The QIR Company must provide the following to PCI SSC:

- Contact information for the QIR Company's designated quality assurance manager (who may be the same as the primary contact), as follows:
  - Name
  - Job Title
  - Address
  - Phone number
  - E-mail address
- Confirmation that the QIR Company has a quality assurance manual, which fully documents the QIR Company's installation processes and the QIR Company's process for reviewing and generating the *QIR Implementation Statements*. The QIR Company quality assurance manual must comply in all respects with the requirements set forth in the *QIR Program Guide*. Accordingly, among other things, the QIR quality assurance manual must establish and document that the QIR Company will prepare the following:
  - Procedures requiring all employees and contractors with access to Customer sites to strictly follow secure access, installation, maintenance, and support

processes outlined in the Payment Application vendor's latest *PA-DSS Implementation Guide*.

- Appropriate requirements, processes and procedures regarding reviews of performed installations and information documented in *QIR Implementation Statements* including thorough documentation of all installation results.
- A requirement for peer review of all *QIR Implementation Statements* (a second QIR Employee must countersign the *QIR Implementation Statement* of the Lead QIR).
- A requirement that all QIR Employees must adhere to the *QIR Program Guide*.
- A requirement for documentation of disciplinary action if an employee or contractor fails to securely access, install, maintain, or support Payment Applications (and any connected systems) in accordance with industry data security best practices and standards.
- Procedures for retention of training records to confirm that all QIR Employees, before being assigned to a Qualified Installation, have received all requisite QIR Program training.
- A requirement that if, during the course of their work effort, a QIR Employee becomes aware of areas that the Customer is responsible for that are not implemented in accordance with PCI DSS, the QIR Employee should notify the Customer or service provider to that effect, and include copies of such notices in the *QIR Implementation Statement*.

## 4.5 Protection of Confidential and Sensitive Information

### 4.5.1 Requirements

The QIR Company must maintain adequate physical, electronic, and procedural safeguards consistent with industry-accepted practices to protect sensitive and confidential information against any threats or unauthorized access during storage, processing, and/or communicating of this information.

The QIR Company must adhere to all requirements to protect sensitive and confidential information, as required by PCI SSC.

### 4.5.2 Provisions

The QIR must provide the following:

- Confirmation that the QIR Company has confidential and sensitive data-protection handling practices, including at a minimum the following physical, electronic, and procedural safeguards:
  - Systems storing Customer data do not reside on Internet-accessible systems.
  - Protection of systems storing Customer data by adequate network and application-layer controls, including a firewall and IDS/IPS.
  - The following physical and logical access controls:
    - Restricted access (e.g., via locks) to the physical office space.

- Restricted access (e.g., via locked file cabinets) to paper files.
- Restricted logical access to electronic files via role-based access control.
- Encryption of sensitive Customer information when transmitted over the Internet either by e-mail or other means.
- Secure transport and storage of backup media.
- Encryption of Customer data on QIR employee laptops.
- Processes to ensure employees and contractors maintain Customer data confidentiality, including written and executed confidentiality agreements.

## 4.6 Retention of Results

### 4.6.1 Requirements

The QIR Company must maintain an evidence-retention policy and have supporting evidence-retention procedures in place for Qualified Installations, including but not limited to the following:

- For a minimum of three (3) years from the completion of each Qualified Installation, the QIR Company must secure (in accordance with 4.5 above) and maintain documented evidence (whether in digital or hard copy format) of compliance with all requirements of the *PA-DSS Implementation Guide*, including but not limited to copies of configuration and other installation reports and settings, results, and related work papers, notes, and technical information created and/or obtained during the applicable Qualified Installation. For a list of acceptable forms of evidence, please see the *QIR Program Guide*.
- The QIR Company must adhere to all evidence-retention requirements required by PCI SSC.
- All such evidence must be available upon request by PCI SSC, PFIs and Participating Payment Brands for the time period specified in the *QIR Program Guide*, even if the QIR Company leaves the QIR Program.

### 4.6.2 Provisions

The QIR Company must provide to PCI SSC:

- Confirmation that the QIR Company has an evidence-retention policy and procedures that cover the requirements of Section 4.6.1.
- Upon request, a copy of the QIR Company's evidence-retention policy and procedures.

## 5 QIR Company and QIR Employee Re-Qualification

### 5.1 Requirements

All QIR Companies and QIR Employees must be re-qualified by PCI SSC every three (3) years, based on the QIR Company's original qualification date. Re-qualification is based on:

- Payment of fees
- Internal training program in place
- Successful completion of QIR training provided by PCI SSC, which includes passing the exam
- Continued Professional Education (CPE) credits
- Feedback from Customers, PCI SSC, and Participating Payment Brands

### 5.2 Provisions

The following must be provided to PCI SSC and/or will be considered by PCI SSC during the re-qualification process for both the QIR Company and QIR Employees:

- Payment of all applicable QIR Program fees (including re-qualification fees).
- Confirmation that the QIR Company has an internal training program to routinely educate staff on the appropriate methods and techniques to install and configure the validated Payment Applications that the QIR Company is authorized to implement.
- Proof for each QIR Employee of validated Payment Application, information security, or payment card industry training for the minimum number of Continuing Professional Education (CPE) hours per year as specified in the *CPE Maintenance Guide*. CPE hours must be reported to PCI SSC at the end of each year prior to the qualification anniversary date. Approved methods for obtaining and reporting CPE credit are documented in the *CPE Maintenance Guide*. The requirement to begin collecting and reporting CPE hours becomes effective January 1, 2015.

## 6 QIR Remediation and Revocation

The *QIR Program Guide* describes the conditions that may lead to remediation or revocation.

### 6.1 QIR Remediation Process

During remediation, QIR Companies are still permitted to perform installations, configurations, and operational support. While in remediation, *QIR Implementation Statements* and other work product may be monitored by PCI SSC. QIR Companies may be charged a fee to cover all costs of monitoring and remediation.

As part of remediation, the QIR Company must also submit to PCI SSC a remediation plan acceptable to PCI SSC, detailing how the QIR Company plans to improve the quality of its Qualified Installations and related work product. PCI SSC may require onsite visits with the QIR Company to audit its QA program, at the sole cost and expense of the QIR Company.

### 6.2 QIR Revocation Process

The *QIR Program Guide* and *QIR Agreement* describe various types of conduct that constitute a "Violation" for purposes of the *QIR Agreement*, and accordingly may result in immediate Revocation of QIR qualification (including removal from the QIR List), subject to reinstatement pending a successful appeal in accordance with the *QIR Agreement*, and/or termination of the *QIR Agreement*. In connection with each Revocation, PCI SSC will notify the QIR Company of the corresponding Violation.

When QIR Company status is revoked, the revoked QIR Company's listing on the QIR List may be removed or annotated. Once QIR Company status is revoked, the revoked QIR Company is prohibited from performing Qualified Installations unless expressly instructed otherwise by PCI SSC. The QIR Company may appeal a revocation decision, but must meet all applicable QIR Requirements prior to reinstatement.

Once revoked, a company is ineligible for reinstatement as a QIR Company for a period of at least one (1) year, as determined by PCI SSC in a reasonable and non-discriminatory manner, in light of the circumstances.

PCI SSC reserves the right to remove any QIR Company from the QIR List in accordance with the *QIR Agreement*, including but not limited to, if PCI SSC determines that the QIR Company is not performing in accordance with the QIR Requirements.

# Appendix A: PCI Qualified Integrator and Reseller (QIR) Agreement

## A.1 Introduction

This document (the "Agreement") is an agreement between PCI Security Standards Council, LLC ("PCI SSC") and QIR (defined below), regarding QIR's qualification and designation to perform the Services (as defined herein). This Agreement will become effective as of the date when PCI SSC has notified QIR that QIR's application and registration for qualification as a QIR Company have been approved (the "Effective Date"). For purposes of this Agreement, PCI SSC and QIR are each sometimes referred to herein as a "party" and collectively as the "parties"; and "QIR" means the company, organization or other legal entity that, through its individual representative(s): (a) was previously identified to PCI SSC in the QIR Registration Form information submitted to PCI SSC through the online QIR Company registration page on Website (the "QIR Registration Page"), (b) received a link providing access to this Agreement from PCI SSC or its representative(s) and (c) clicks "ACCEPT" below.

## A.2 Acceptance

By clicking "ACCEPT" below, the individual doing so hereby: (i) represents and warrants to PCI SSC that s/he is authorized to legally bind QIR to the terms and conditions of this Agreement and (ii) acknowledges, agrees, and represents and warrants to PCI SSC, as of the Effective Date, by and on behalf of QIR, that: (a) QIR has read and understands this Agreement; (b) PCI SSC may reject or terminate this Agreement if QIR fails to satisfy applicable QIR Requirements; (c) this Agreement is a legally binding contract between QIR and PCI SSC; and (d) for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, QIR and PCI SSC each agree to the terms and conditions set forth in this Agreement.

## A.3 Terms and Conditions

### A.3.1 Definitions

Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in Schedule 1 hereto unless otherwise indicated.

### A.3.2 QIR Services

- (a) While QIR remains in Good Standing (or in remediation) as a QIR Company, QIR is hereby qualified by PCI SSC, subject to the terms and conditions of this Agreement and the QIR Requirements, to perform Qualified Installations.
- (b) QIR acknowledges that data security practices exist within a rapidly changing environment and agrees to monitor the Website at least weekly for changes to PCI Materials relating to the QIR Program, including but not limited to the *QIR Qualification Requirements* and *QIR Program Guide*. QIR will incorporate all such changes into all QIR Installations initiated on or after the effective date of such changes. A Payment Application installation that is not conducted in accordance with the applicable PCI Materials in effect at the initiation date of such installation shall not be considered a Qualified Installation for purposes of the QIR Program.
- (c) The *QIR Qualification Requirements* and *QIR Program Guide* are each hereby incorporated into this Agreement, and QIR acknowledges and agrees that it has reviewed the current versions thereof as currently available on the Website.

### **A.3.3 Performance of Services**

QIR represents and warrants to PCI SSC that it will perform each QIR Installation in strict compliance with all applicable PCI Materials and QIR Program requirements in effect as of the commencement of such QIR Installation. Without limiting the foregoing, QIR will include in each *QIR Implementation Statement* a certification that (a) the QIR Installation complied with the procedures and requirements of the *QIR Program Guide* and (b) application of such procedures and requirements did not indicate any conditions of non-compliance with the *QIR Program Guide*, PCI DSS or PA-DSS, other than those expressly noted in the *QIR Implementation Statement*.

### **A.3.4 QIR Service Staffing**

QIR shall ensure that a QIR Employee that is fully qualified in accordance with all applicable provisions of the *QIR Qualification Requirements* supervises all aspects of each Engagement to perform any Services, including without limitation, being actively engaged in each QIR Installation, reviewing the work product associated with such QIR Installation, and ensuring adherence to all applicable QIR Requirements. QIR shall designate one individual to serve as QIR's sole point of contact for all QIR communications to PCI SSC relating to this Agreement and participation in the QIR Program (the "Primary Contact"). PCI SSC shall communicate with the Primary Contact through its QIR Program Manager and shall have no obligation to discuss QIR Program matters with any other QIR personnel. QIR's initial Primary Contact shall be the person identified by QIR as the Primary Contact on the QIR Registration Page, and QIR may designate a replacement Primary Contact at any time upon written notice to PCI SSC.

## **A.4 Fees**

QIR shall pay to PCI SSC all fees required by PCI SSC in connection with the QIR Program (collectively, "Fees"), as and in the manner specified by PCI SSC. Fees as of the date hereof are posted in the QIR Program Fee Schedule on the Website (the "Fee Schedule"). QIR acknowledges that PCI SSC may review and modify the Fees at any time and from time to time. Whenever a change in Fees occurs, PCI SSC shall either post revised fees on the Website or notify QIR in accordance with this Agreement. Such change(s) will be effective thirty (30) days after the date of such posting (or if applicable, notification). Should QIR not agree with any such change(s), QIR shall have the right to terminate this Agreement upon written notice to PCI SSC in accordance with this Agreement at any time within such 30-day period. Such Fees shall include, without limitation, the "QIR Application Fee", "Annual Re-Qualification Fees", "QIR Training and Examination Fees", fees and costs in connection with remediation and/or quality assurance, and potentially other fees. All Fees paid by QIR pursuant to this Agreement are nonrefundable (regardless of whether QIR's application is approved, QIR has been removed from the QIR List, this Agreement has been terminated or otherwise).

## A.5 Advertising and Promotion; Intellectual Property

### A.5.1 QIR List and QIR Use of PCI SSC Materials and Marks

- (a) So long as QIR is a QIR Company, PCI SSC may, at its sole discretion, display the identification of QIR, together with related information regarding QIR's status as a QIR Company, in such publicly available list of Qualified Integrators and Resellers as PCI SSC may maintain and/or distribute from time to time, whether on the Website or otherwise (the "QIR List"). QIR shall provide all requested information necessary to ensure to PCI SSC's satisfaction that the identification and information relating to QIR on the QIR List is accurate. Without limiting the rights of PCI SSC set forth in the first sentence of this Section or elsewhere, PCI SSC expressly reserves the right to remove QIR from the QIR List at any time during which QIR is not in Good Standing as a QIR Company.
- (b) In advertising or promoting its Services, so long as QIR is in Good Standing as a QIR Company, QIR may make reference to the fact that QIR is listed in the QIR List, provided that it may do so only during such times as QIR actually appears in the QIR List.
- (c) Except as expressly authorized herein, QIR shall not use any PCI SSC mark, logo or similar designation (each a "Mark") without the prior written consent of PCI SSC in each instance. QIR shall not use any PCI SSC Member Mark without the prior written consent of the owner of such Mark in each instance. Without limitation of the foregoing, except as expressly authorized herein, QIR shall have no authority to make, and consequently shall not make, any statement that would constitute any implied or express endorsement, recommendation or warranty by PCI SSC or any PCI SSC Member regarding QIR, the Services or related products, or the functionality, quality or performance of any aspect of any of the foregoing. QIR shall not: (i) make any false, misleading or incomplete statements regarding, or misrepresent the requirements of, PCI SSC, any PCI SSC Member or any of the PCI Materials, including without limitation, any requirement regarding the implementation of the PCI DSS or PA-DSS or the application thereof to any Customer, or (ii) state or imply that any of the PCI Materials requires usage of any of QIR's products or services. Except with respect to (A) factual references to the QIR Program or to PCI Materials that QIR includes from time to time in its contracts with Customers and that are required or appropriate in order for QIR to accurately describe the nature of the Services QIR will provide pursuant to such contracts, (B) references permitted pursuant to Section A.5.1(b) above and (C) references that PCI SSC has expressly authorized pursuant to a separate written agreement with QIR, QIR may not publish, disseminate or otherwise make available any statements, materials or products (in any form) that refer to the PCI DSS, the PCI Materials or any portion of the foregoing, QIR's listing on the QIR List, PCI SSC, any PCI SSC Member, or any PCI SSC or PCI SSC Member mark, unless such statement, material or product has been reviewed and approved in writing by PCI SSC and, to the extent applicable, such PCI SSC Member, prior to publication or other dissemination, in each instance. Prior review and/or approval of such statements, materials or products by PCI SSC and/or any applicable PCI SSC Member does not relieve QIR of any responsibility for the accuracy and completeness of such statements, materials or products or for QIR's compliance with this Agreement or any applicable law. Except as otherwise expressly agreed by PCI SSC in writing, any dissemination of promotional or other materials or publicity in violation of Section A.5 shall be deemed a material breach of this Agreement and upon any such violation, PCI SSC may remove QIR's name from the QIR List and/or terminate this Agreement in its sole discretion. To the extent that QIR either uses or makes reference to any PCI SSC Member mark or makes any statement relating to any PCI SSC Member in violation of this Section A.5.1, then such PCI SSC Member shall be an express

third party beneficiary of this Section and shall have available to it all rights, whether at law or in equity, to enforce the provisions hereof on its own behalf and in its own right directly against QIR.

### ***A.5.2 Uses of QIR Name and Designated Marks***

QIR grants PCI SSC and each PCI SSC Member the right to use QIR's name and trademarks, as designated in writing by QIR, to list QIR on the QIR List and to include reference to QIR in publications to their respective constituents and stakeholders, and to the public regarding the QIR Program. Neither PCI SSC nor any PCI SSC Member shall be required to include any such reference in any materials or publicity regarding the QIR Program. QIR warrants and represents that it has authority to grant to PCI SSC and its PCI SSC Members the right to use its name and designated marks as contemplated by this Agreement.

### ***A.5.3 No Other Rights Granted***

Except as expressly stated in this Section A.5, no rights to use any party's or PCI SSC Member's marks or other Intellectual Property Rights are granted herein, and each party respectively reserves all of its rights therein. Without limitation of the foregoing, except as expressly provided in this Agreement, no rights are granted to QIR with respect to any Intellectual Property Rights in the PCI DSS or any other PCI Materials.

### ***A.5.4 Intellectual Property Rights***

- (a) All Intellectual Property Rights, title and interest in and to the QIR Program, the PCI DSS and all other the PCI Materials or materials QIR receives from PCI SSC, and each portion, future version, revision, extension, and improvement of any of the foregoing, are and at all times shall remain solely and exclusively the property of PCI SSC or its licensors, as applicable. Subject to the foregoing and to the restrictions set forth in Section A.6, so long as QIR is in Good Standing, QIR may, on a non-exclusive, non-transferable, worldwide, revocable basis, use the PCI Materials (and any portion thereof), provided that such use is solely for QIR's internal review purposes or as otherwise expressly permitted in this Agreement or pursuant to a separate written agreement between PCI SSC and QIR.
- (b) All right, title and interest in and to the Intellectual Property Rights in all materials generated by PCI SSC with respect to QIR are and at all times shall remain the property of PCI SSC. Subject to the provisions of Section A.6, QIR may use and disclose such materials solely for the purposes expressly permitted by this Agreement. QIR shall not revise, abridge, modify or alter any such materials.
- (c) QIR shall not during or at any time after the completion, expiry or termination of this Agreement in any way question or dispute PCI SSC's or its licensors' (as applicable) Intellectual Property Rights in the QIR Program or any of the PCI Materials.
- (d) Except as otherwise expressly agreed by the parties, all Intellectual Property Rights, title and interest in and to the materials submitted by QIR to PCI SSC in connection with its performance under this Agreement are and at all times shall remain vested in QIR, or its licensors.

## A.6 Confidentiality

### A.6.1 Definition of Confidential Information

As used in this Agreement, "Confidential Information" means (i) all terms of this Agreement; (ii) any and all information designated in this Agreement as Confidential Information; (iii) any and all originals or copies of, any information that either party has identified in writing as confidential at the time of disclosure; (iv) any other materials or information disclosed by PCI SSC or its PCI SSC Members; and (v) any and all Personal Information, proprietary information, merchant information, technical information or data, assessment reports, trade secrets or know-how, information concerning either party's past, current, or planned products, services, fees, finances, member institutions, Acquirers, Issuers, concepts, methodologies, research, experiments, inventions, processes, formulas, designs, drawings, business activities, markets, plans, customers, equipment, card plastics or plates, software, source code, hardware configurations or other information disclosed by either party or any PCI SSC Member, or their respective directors, officers, employees, agents, representatives, independent contractors or attorneys, in each case, in whatever form embodied (e.g., oral, written, electronic, on tape or disk, or by drawings or inspection of parts or equipment or otherwise), including without limitation, any and all other information that reasonably should be understood to be confidential. "Personal Information" means any and all payment card account numbers, cardholder data, payment card transaction information, IP addresses or other PCI SSC, PCI SSC Member or third party information relating to a natural person, where the natural person could be identified from such information. Without limiting the foregoing, Personal Information further includes any information related to any Participating Payment Brand cardholder or accountholder that is associated with or organized or retrievable by an identifier unique to that cardholder or accountholder, including cardholder or accountholder names, addresses, or account numbers.

### A.6.2 General Restrictions

- (a) Each party (the "Receiving Party") agrees that all Confidential Information received from the other party (the "Disclosing Party") shall: (i) be treated as confidential; (ii) be disclosed only to those officers, governing board members, employees and legal or other professional advisors of the Receiving Party who have a need to know and be used solely as necessary in connection with (A) the performance of this Agreement and/or (B) such party's security standards or compliance programs (if applicable) and (iii) not be disclosed to any third party except as expressly permitted in this Agreement or in writing by the Disclosing Party, and only if such third party is bound by confidentiality obligations applicable to such Confidential Information that are in form and substance substantially similar to the provisions of this Section A.6.
- (b) Except with regard to Personal Information, such confidentiality obligation shall not apply to information which: (i) is in the public domain or is publicly available or becomes publicly available otherwise than through a breach of this Agreement; (ii) has been lawfully obtained by the Receiving Party from a third party; (iii) is known to the Receiving Party prior to disclosure by the Disclosing Party without confidentiality restriction; or (iv) is independently developed by a member of the Receiving Party's staff to whom no Confidential Information was disclosed or communicated. If the Receiving Party is required to disclose Confidential Information of the Disclosing Party in order to comply with any applicable law, regulation, court order or other legal, regulatory or administrative requirement, the Receiving Party shall promptly notify the Disclosing Party of the requirement for such disclosure and cooperate through all reasonable and legal means, at the Disclosing Party's expense, in any attempts by the Disclosing Party to prevent or otherwise restrict disclosure of such

information.

### **A.6.3 Customer Data**

To the extent any data or other information obtained by QIR relating to any Customer in the course of providing Services thereto may be subject to any confidentiality restrictions between QIR and such Customer, QIR must provide in each agreement containing such restrictions (and in the absence of any such agreement must agree with such Customer in writing) that, upon PCI SSC's request to QIR: (i) QIR may disclose such information to PCI SSC and/or its Participating Payment Brands, as requested by the Customer, (ii) to the extent any Participating Payment Brand obtains such information in accordance with the preceding clause A.6.3(i), such Participating Payment Brand may disclose (a) such information on an as needed basis to other PCI SSC Members and to such PCI SSC Members' respective member financial institutions and issuers and to relevant governmental, regulatory and law enforcement inspectors, regulators and agencies and (b) that such PCI SSC Member has received such information with respect to such Customer (identified by name) and whether such information was satisfactory, and (iii) QIR may disclose such information as necessary to comply with its obligations and requirements pursuant to Section A.10.2(b) below. Accordingly, notwithstanding anything to the contrary in Section A.6.2(a) above, to the extent requested by a Customer, PCI SSC may disclose Confidential Information relating to such Customer and obtained by PCI SSC in connection with this Agreement to PCI SSC Members in accordance with this Section A.6.3, and such PCI SSC Members may in turn disclose such information to their respective member financial institutions and other PCI SSC Members. QIR hereby consents to such disclosure by PCI SSC and its PCI SSC Members. As between any PCI SSC Member, on the one hand, and QIR or any Customer, on the other hand, the confidentiality of information provided to PCI SSC Members by QIR or any Customer is outside the scope of this Agreement and may be subject to such confidentiality arrangements as may be established from time to time between such PCI SSC Member, on the one hand, and QIR or such Customer (as applicable), on the other hand.

### **A.6.4 Personal Information**

In the event that QIR receives Personal Information from PCI SSC or any PCI SSC Member or Customer in the course of providing Services or otherwise in connection with this Agreement, in addition to the obligations set forth elsewhere in this Agreement, QIR will at all times during the Term (as defined in Section A.9.1) maintain such data protection handling practices as may be required by PCI SSC from time to time, including without limitation, as a minimum, physical, electronic and procedural safeguards designed: (i) to maintain the security and confidentiality of such Personal Information (including, without limitation, encrypting such Personal Information in accordance with applicable PCI SSC Member guidelines); (ii) to protect against any anticipated threats or hazards to the security or integrity of such information; and (iii) to protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to such cardholders. QIR will make available to PCI SSC and its Participating Payment Brands, and will require in its agreements with Customers that Customers will make so available, such appropriate reviews and reports to monitor QIR's compliance with the foregoing commitments as PCI SSC or its Participating Payment Brands may reasonably request from time to time. Without limitation of the foregoing, QIR acknowledges and agrees that if it performs the Services or any other services for PCI SSC, its PCI SSC Members or any Customer in a manner that will result in the storage, processing or transmission of data to which the PCI DSS applies, QIR shall be required to be certified as compliant with the PCI DSS as such may be modified by PCI SSC from time to time. If PCI DSS compliance is required, QIR, at its sole cost and expense, shall: (i) conduct or have conducted the audits required for PCI DSS compliance; and (ii) take all actions required for QIR to maintain PCI DSS compliance. If required to be PCI DSS compliant,

QIR acknowledges that it further has the obligation to keep up to date on any changes to the PCI DSS and implement any required changes.

### **A.6.5 Return**

Upon termination of this Agreement or upon demand, QIR promptly shall return to PCI SSC all property and Confidential Information of PCI SSC and of all third parties to the extent provided or made available by PCI SSC; provided that such requirement shall not apply to electronic copies made as part of QIR's standard computer back up practices. If agreed by PCI SSC, QIR may instead destroy all such materials and information and provide a certificate of destruction to PCI SSC, with sufficient detail regarding the items destroyed, destruction date, and assurance that all copies of such information and materials also were destroyed.

### **A.6.6 Remedies**

In the event of a breach of Section A.6.2 by the Receiving Party, the Receiving Party acknowledges that the Disclosing Party will likely suffer irreparable damage that cannot be fully remedied by monetary damages. Therefore, in addition to any remedy that the Disclosing Party may possess pursuant to applicable law, the Disclosing Party retains the right to seek and obtain injunctive relief against any such breach in any court of competent jurisdiction. In the event any such breach results in a claim by any third party, the Receiving Party shall indemnify, defend and hold harmless the Disclosing Party from any claims, damages, interest, attorney's fees, penalties, costs and expenses arising out of such third-party claim(s).

## **A.7 Indemnification and Limitation of Liability**

### **A.7.1 Indemnification**

QIR shall defend, indemnify, and hold harmless PCI SSC and the PCI SSC Members, and their respective subsidiaries, and all affiliates, subsidiaries, directors, officers, employees, agents, representatives, independent contractors, attorneys, successors, and assigns of any of the foregoing (collectively, including without limitation, PCI SSC and its PCI SSC Members, "Indemnified Parties") from and against any and all claims, losses, liabilities, damages, suits, actions, government proceedings, taxes, penalties or interest, associated auditing and legal expenses and other costs (including without limitation, reasonable attorney's fees and related costs) that arise or result from any claim by any third party with respect to QIR's (i) breach of its agreements, representations or warranties contained in this Agreement; (ii) participation in the QIR Program or use of related information (a) in violation of this Agreement or (b) in violation of any applicable law, rule or regulation; (iii) non-performance of Services for any Customer that has engaged QIR to perform Services, including without limitation claims asserted by Customers or PCI SSC Members; (iv) negligence or willful misconduct in connection with the QIR Program, this Agreement or its performance of Services, except to the extent arising out of negligence or willful misconduct of an Indemnified Party; or (v) breach, violation, infringement or misappropriation of any third-party Intellectual Property Right. All indemnities provided for under this Agreement shall be paid as incurred by the Indemnified Party. This indemnification shall be binding upon QIR and its executors, heirs, successors and assigns. Nothing in this Agreement shall be construed to impose any indemnification obligation on QIR to the extent any claim or liability arises solely from a defect in the PCI DSS or other materials provided by an Indemnified Party and used by QIR without modification.

## **A.7.2 Indemnification Procedure**

QIR's indemnity obligations are contingent on the Indemnified Party's providing notice of the claim or liability to QIR, provided that the failure to provide any such notice shall not relieve QIR of such indemnity obligations except and to the extent such failure has materially and adversely affected QIR's ability to defend against such claim or liability. Upon receipt of such notice, QIR will be entitled to control, and will assume full responsibility for, the defense of such matter. PCI SSC will cooperate in all reasonable respects with QIR, at QIR's expense, in the investigation, trial and defense of such claim or liability and any appeal arising there from; provided, however, that PCI SSC and/or its PCI SSC Members may, at their own cost and expense, participate in such investigation, trial and defense and any appeal arising there from or assume the defense of any Indemnified Party. In any event, PCI SSC and its PCI SSC Members will have the right to approve counsel engaged by QIR to represent any Indemnified Party affiliated therewith, which approval shall not be unreasonably withheld. QIR will not enter into any settlement of a claim that imposes any obligation or liability on PCI SSC or any other Indemnified Party without the express prior written consent of PCI SSC or such Indemnified Party, as applicable.

## **A.7.3 No Warranties; Limitation of Liability**

- (a) PCI SSC PROVIDES THE PCI MATERIALS ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND. QIR ASSUMES THE ENTIRE RISK AS TO RESULTS AND PERFORMANCE ARISING OUT OF ITS USE OF ANY OF THE PCI MATERIALS.
- (b) PCI SSC MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THE PCI MATERIALS OR ANY MATERIALS OR SERVICES PROVIDED UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE QIR PROGRAM. PCI SSC SPECIFICALLY DISCLAIMS, AND QIR EXPRESSLY WAIVES, ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THIS AGREEMENT, THE PCI MATERIALS, ANY MATERIALS OR SERVICES PROVIDED UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE QIR PROGRAM, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITATION OF THE FOREGOING, PCI SSC SPECIFICALLY DISCLAIMS, AND QIR EXPRESSLY WAIVES, ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE PCI MATERIALS AND ANY INTELLECTUAL PROPERTY RIGHTS SUBSISTING THEREIN OR IN ANY PART THEREOF, INCLUDING BUT NOT LIMITED TO ANY AND ALL EXPRESS OR IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT PCI SSC HAS BEEN ADVISED, HAS REASON TO KNOW, OR IS OTHERWISE IN FACT AWARE OF ANY INFORMATION). THE FOREGOING DISCLAIMER IS MADE BY PCI SSC FOR ITSELF AND, WITH RESPECT TO EACH SUCH DISCLAIMER, ON BEHALF OF ITS LICENSORS AND PCI SSC MEMBERS.
- (c) In particular, without limiting the foregoing, QIR acknowledges and agrees that the accuracy, completeness, sequence or timeliness of the PCI Materials or any portion thereof cannot be guaranteed. In addition, PCI SSC makes no representation or warranty whatsoever, expressed or implied, and assumes no liability, and shall not be liable in any respect to QIR regarding (i) any delay or loss of use of any of the PCI Materials, or (ii) system performance and effects on or damages to software and hardware in connection with any use of the PCI Materials.
- (d) EXCEPT FOR DAMAGES CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL

MISCONDUCT OF A PARTY, AND EXCEPT FOR THE OBLIGATIONS OF QIR UNDER SECTIONS A.5 OR A.6, IN NO EVENT SHALL EITHER PARTY OR ANY PCI SSC MEMBER BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES, HOWEVER CAUSED, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY DOES NOT APPLY TO INDEMNIFICATION OWED TO AN INDEMNIFIED PARTY PURSUANT TO THIS SECTION A.7.

- (e) PCI SSC shall be liable vis-à-vis QIR only for any direct damage incurred by QIR as a result of PCI SSC's gross negligence (contractual or extra-contractual) under this Agreement provided PCI SSC's aggregate liability for such direct damage under and for the duration of this Agreement will never exceed the fees paid by QIR to PCI SSC under Section A.4.
- (f) Except as otherwise expressly provided in this Agreement, PCI SSC shall not be liable vis-à-vis QIR for any other damage incurred by QIR under this Agreement, including but not limited to, loss of business, revenue, goodwill, anticipated savings or other commercial or economic loss of any kind arising in any way out of the use of the QIR Program (regardless of whether such damages are reasonably foreseeable or PCI SSC has been advised of the possibility of such damages), or for any loss that results from force majeure.

## **A.8 QIR Requirements; Representations and Warranties**

QIR agrees to comply with all QIR Requirements, including without limitation, all requirements set forth in the *QIR Qualification Requirements*, and hereby represents and warrants to PCI SSC that QIR is now, and shall at all times during the Term, remain in compliance with all QIR Requirements. QIR represents and warrants that (a) by entering into this Agreement it will not breach any obligation to any third party, (b) it will at all times while it is a QIR Company comply with all applicable laws, ordinances, rules, and regulations in any way pertaining to this Agreement or its performance of the Services or its obligations under this Agreement, and (c) to the best of QIR's ability to determine, all information provided to PCI SSC in connection with this Agreement and QIR's participation in the QIR Program is and shall be accurate and complete as of the date such information is provided.

## **A.9 Term and Termination**

### **A.9.1 Term**

This Agreement shall commence as of the Effective Date and, unless earlier terminated in accordance with this Section A.9, continue for an initial term of three (3) years (the "Initial Term") and thereafter, for additional subsequent terms of three years (each a "Renewal Term" and together with the Initial Term, the "Term"), subject to QIR's successful completion of re-qualification requirements for each Renewal Term.

### **A.9.2 Termination by QIR**

QIR may terminate this Agreement at any time upon thirty (30) days' written notice to PCI SSC. PCI SSC will remove QIR from the QIR List as soon as practical after receipt of such notice, but in no event later than thirty days after such receipt.

### **A.9.3 Termination by PCI SSC**

PCI SSC may terminate this Agreement effective as of the end of the then current Term by providing QIR with written notice of its intent not to renew this Agreement at least sixty (60) days prior to the end of the then current Term. Additionally, PCI SSC may terminate this Agreement: (i) with written notice upon QIR's voluntary or involuntary bankruptcy, receivership, reorganization dissolution or liquidation under state or federal law that is not otherwise dismissed within thirty (30) days; (ii) with written notice upon QIR's breach of any representation or warranty under this Agreement; (iii) with fifteen (15) days' prior written notice following QIR's breach of any term or provision of this Agreement (including without limitation, QIR's failure to comply with any QIR Requirement), provided such breach remains uncured when such 15-day period has elapsed; or (iv) in accordance with Section A.9.5 below.

### **A.9.4 Effect of Termination**

Upon any termination or expiration of this Agreement: (i) QIR will be removed from the QIR List; (ii) QIR shall immediately cease all advertising and promotion of its status as listed on the QIR List and/or as a QIR Company, and all references to the PCI DSS and other PCI Materials; (iii) QIR shall immediately cease soliciting for and performing all Services (including but not limited to performance of installations and processing of Installation Reports), provided that, if and to the extent instructed by PCI SSC in writing, QIR shall complete any and all Services contracted with Customers prior to such expiration or the notice of termination; (iv) to the extent QIR is instructed to complete any Services pursuant to preceding clause (iii), QIR shall deliver all corresponding outstanding *QIR Implementation Statements* within the time contracted with the Customer, (v) QIR shall remain responsible for all of the obligations, representations and warranties hereunder with respect to all *QIR Implementation Statements* and other materials submitted or to be submitted to PCI SSC; (vi) if requested by PCI SSC, QIR shall obtain (at QIR's sole cost and expense) the services of a replacement QIR Company acceptable to PCI SSC for purposes of completing those Services for which QIR was engaged prior to such expiration or the notice of termination but which QIR has not been instructed to complete pursuant to clause (iii) above; (vii) QIR shall return or destroy all PCI SSC and third party property and Confidential Information in accordance with the terms of Section A.6; (viii) QIR shall, within fifteen (15) days of such expiration or the notice of termination, in a manner acceptable to PCI SSC, notify those of its Customers with which QIR is then engaged to perform any Services of such expiration or termination; and (ix) notwithstanding anything to the contrary in this Agreement, PCI SSC may notify any of its PCI SSC Members and any acquirers, Customers or others of such expiration or termination and the reason(s) therefor. The provisions of Sections A.5.4, A.6, A.7, A.9.4 and A.10 of this Agreement shall survive the expiration or termination of this Agreement for any or no reason.

### **A.9.5 Remediation and Revocation**

- (a) Without limiting the rights of PCI SSC as set forth elsewhere in this Agreement, in the event that QIR agrees to participate in remediation as a QIR Company, QIR hereby agrees to comply with all terms and conditions of remediation established by PCI SSC from time to time. In the event PCI SSC determines in its sole but reasonable discretion that QIR meets any condition for revocation of QIR Company qualification as established by PCI SSC from

time to time (satisfaction of any such condition, a "Violation"), including without limitation, any of the conditions described as Violations in the *QIR Program Guide*, PCI SSC may, effective immediately upon notice of such Violation to QIR, revoke QIR's qualification as a QIR Company ("Revocation"), and such qualification shall be subject to reinstatement pending a successful appeal in accordance with Section A.9.5(b) below. In the event of any Revocation: (i) QIR will be removed from the QIR List and/or its listing may be annotated as PCI SSC deems appropriate, (ii) QIR must comply with Sections A.9.4(ii) through A.9.4(viii) above in the manner otherwise required if this Agreement had been terminated, (iii) QIR will have a period of thirty (30) days from the date QIR is given notice of the corresponding Violation to submit a written request for appeal to the PCI SSC General Manager; (iv) QIR shall, within fifteen (15) days of such Revocation, in a manner acceptable to PCI SSC, notify those of its Customers with which QIR is then engaged to perform Services of such Revocation and, if applicable, of any conditions, restrictions or requirements of such Revocation that may impact its ability to perform such Services for Customers going forward; and (v) notwithstanding anything to the contrary in this Agreement, PCI SSC may notify any of its PCI SSC Members and any acquirers, Customers or others of such Revocation and the reason(s) therefor. In the event QIR fails to submit a request for appeal within the allotted 30-day period, this Agreement shall automatically terminate effective immediately as of the end of such period.

- (b) All Revocation appeals proceedings will be conducted in accordance with such procedures as PCI SSC may establish from time to time, PCI SSC will review all relevant evidence submitted by QIR and each complainant (if any) in connection with therewith, and PCI SSC shall determine whether termination of any PCI SSC qualification is warranted or, in the alternative, no action, or specified remedial actions shall be required. All determinations of PCI SSC regarding Revocation and any related appeals shall be final and binding upon QIR. If PCI SSC determines that termination is warranted, then effective immediately and automatically upon such determination, the Agreement shall terminate, and accordingly, each corresponding PCI SSC qualification of QIR shall also terminate. If PCI SSC determines that no action is required of QIR, the Revocation shall be lifted and QIR shall be reinstated on the QIR List as appropriate. If PCI SSC determines that remedial action is required, PCI SSC shall notify QIR and may establish a date by which such remedial action must be completed, provided that the Revocation shall not be lifted, and QIR shall not be reinstated on the QIR List, unless and until such time as QIR has completed such remedial action; provided that if QIR fails to complete any required remedial action by the date (if any) established by PCI SSC for completion thereof, PCI SSC may terminate this Agreement effective immediately as of such date.

## A.10 General Terms

### A.10.1 Notices

All notices required under this Agreement shall be in writing and shall be deemed given when delivered personally, by overnight delivery upon written verification of receipt, by facsimile transmission upon electronic confirmation of transmission, or by certified or registered mail, return receipt requested, five (5) days after the date of mailing. Notices from PCI SSC to QIR shall be sent to the attention of the “Principal Contact” named, and at the location specified, by QIR on the QIR Registration Page. Notices from QIR to PCI SSC shall be sent to PCI SSC, attention: General Manager, at 401 Edgewater Place, Suite 600, Wakefield, Massachusetts 01880. A party may change its addressee and address for notices by giving notice to the other party pursuant to this Section. Notwithstanding the foregoing, QIR hereby acknowledges and agrees that PCI SSC may provide to QIR any notice, report, communication, documentation, or other information related to the QIR Program by any form of electronic transmission (including but not limited to electronic mail transmission or posting to a secure web portal maintained by PCI SSC and utilized by PCI SSC and QIR for QIR Program purposes (the “Portal”)), and that any such notice or other transmission shall be deemed to be effective written notice for purposes of this Agreement immediately upon such transmission to QIR’s last designated primary contact or designated replacement therefor, or upon posting to the Portal.

### A.10.2 Audit and Financial Statements

- (a) QIR shall allow PCI SSC or its designated agents access during normal business hours throughout the Term and for six (6) months thereafter to perform audits of QIR's facilities, operations and records of Services to determine whether QIR has complied with this Agreement. QIR also shall provide PCI SSC or its designated agents during normal business hours with books, records and supporting documentation adequate to evaluate QIR's performance hereunder. Upon request, QIR shall provide PCI SSC with a copy of its most recent audited financial statements or those of its parent company which include financial results of QIR, a letter from QIR's certified public accountant or other documentation acceptable to PCI SSC setting out QIR's current financial status and warranted by QIR to be complete and accurate. PCI SSC acknowledges that any such statements that are non-public are Confidential Information, and shall restrict access to them in accordance with the terms of this Agreement.
- (b) Notwithstanding anything to the contrary in Section A.6 of this Agreement, in order to assist in ensuring the compliance of QIR Installations with QIR Program requirements, QIR hereby agrees to comply with all quality assurance procedures and requirements established or imposed upon QIR by PCI SSC from time to time (including but not limited to conditions and requirements imposed in connection with remediation, oversight or any other qualification status) and that, within 15 days of any written request by PCI SSC, QIR hereby agrees to provide to PCI SSC such *QIR Implementation Statements* and Related Materials (defined below) as PCI SSC may reasonably request with respect to any Customer for which QIR has performed a QIR Installation. Additionally, if for any reason a PCI SSC-approved PCI Forensic Investigator (“PFI”) is required to perform an investigation of any PA-DSS validated Payment Application for which QIR has performed a QIR Installation, QIR shall cooperate fully with the PFI in such investigation. Each agreement between QIR and each of its Customers (each a “Customer Agreement”) shall include such provisions as may be necessary or otherwise required by PCI SSC to ensure that QIR has all rights, licenses and other permissions from each Customer as may be necessary for QIR to comply with its obligations and requirements pursuant to this Section A.10.2, with no

conditions, qualifications or other terms (whether in such Customer Agreement or otherwise) that might tend to nullify, impair or render unenforceable QIR's right to disclose such *QIR Implementation Statements* and Related Materials as required by this Section. Any failure of QIR to comply with this Section A.10.2 shall be deemed to be a breach of QIR's representations and warranties under this Agreement for purposes of Section A.9.3, and upon any such failure, PCI SSC may remove QIR's name from the QIR List and/or terminate this Agreement in its sole discretion. Additionally, QIR agrees to comply with all applicable quality assurance standards, requirements, policies and procedures established by PCI SSC from time to time, including without limitation, those relating to probation, fines, penalties, oversight, remediation, suspension and revocation. For purposes of the foregoing, "*QIR Implementation Statements* and Related Materials" means all *QIR Implementation Statements*, all related information and materials generated and/or obtained in connection with each QIR Installation, including without limitation, all work papers, notes and other materials and information generated or obtained in connection therewith; provided that such materials may be redacted in accordance with applicable PCI SSC policies and procedures, including but not limited to, redaction of pricing, delivery process and/or confidential and proprietary information of the Customer, so long as (A) such redaction is in accordance with PCI SSC policy, (B) the redaction does not obscure any language that may tend to nullify, impair or render unenforceable QIR's right to disclose *QIR Implementation Statements* and Related Materials to PCI SSC as required by this Section, and (C) upon request, QIR shall provide to PCI SSC a written certification that such redaction complies with preceding clause (B) executed by an executive officer of QIR. Without limiting the foregoing, the term "*QIR Implementation Statements* and Related Materials" shall also include any and all information or materials provided to any PFI in connection such PFI's investigation of any PA-DSS validated Payment Application for which QIR has performed a QIR Installation.

### **A.10.3 Governing Law; Severability**

Any dispute in any way arising out of or in connection with the interpretation or performance of this Agreement, which cannot be amicably settled within thirty (30) days of the written notice of the dispute given to the other party by exercising the best efforts and good faith of the parties, shall be finally settled by the courts of Delaware (United States of America) in accordance with Delaware law without resort to its conflict of laws provisions. Each of the parties irrevocably submits to the nonexclusive jurisdiction of the United States District Courts for the State of Delaware and the local courts of the State of Delaware and waives any objection to venue in said courts. Should any individual provision of this Agreement be or become void, invalid or unenforceable, the validity of the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect, in so far as the primary purpose of this Agreement is not frustrated.

#### **A.10.4 Entire Agreement; Modification; Waivers**

The parties agree that this Agreement, including documents and schedules incorporated herein by reference, is the exclusive statement of the agreement between the parties with respect to the QIR Program, which supersedes and merges all prior proposals, understandings and all other agreements, oral or written, between the parties with respect to such subject matter. This Agreement may be modified, altered or amended only (i) by written instrument duly executed by both parties or (ii) by PCI SSC upon thirty (30) days' written notice to QIR, provided, however, that if QIR does not agree with such unilateral modification, alteration or amendment, QIR shall have the right, exercisable at any time within the aforementioned thirty (30) day period, to terminate this Agreement upon written notice of its intention to so terminate to PCI SSC. Any such unilateral modification, alteration or amendment will be effective as of the end of such 30-day period. This Agreement is binding in the English language even if it was translated and reviewed in another language. The waiver or failure of either party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.

#### **A.10.5 Assignment**

QIR may not assign this Agreement, or assign or delegate its rights and obligations under this Agreement, including by subcontracting, without the prior written consent of PCI SSC, which consent PCI SSC may grant or withhold in its absolute discretion.

#### **A.10.6 Independent Contractors**

The parties to this Agreement are independent contractors and neither party shall hold itself out to be, nor shall anything in this Agreement be construed to constitute either party as the agent, representative, employee, partner, or joint venture of the other. Neither party may bind or obligate the other without the other party's prior written consent.

#### **A.10.7 Remedies**

All remedies in this Agreement are cumulative, in addition to and not in lieu of any other remedies available to either party at law or in equity, subject only to the express limitations on liabilities and remedies set forth herein.

#### **A.10.8 Counterparts**

This Agreement may be signed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

#### **A.10.9 Conflict**

In the event of a conflict between this Agreement and the *QIR Qualification Requirements*, this Agreement shall control.

#### **A.10.10 No Third-Party Beneficiaries**

Except as expressly provided herein, the provisions of this Agreement are for the benefit of the parties hereto only, no third party beneficiaries are intended and no third party may seek to enforce or benefit from the provisions hereof.

## Schedule 1 to QIR Agreement - Terminology

For purposes of this Agreement, the *QIR Qualification Requirements*, and the *QIR Program Guide*, the following terms shall have the following meanings when capitalized:

Term	Meaning
Customer	A merchant or other entity by or for which a given QIR Company has been engaged to perform a Qualified Installation.
Engagement	The entire commitment of services, as specified in the contractual agreement between a QIR Company and its Customer, to provide a Qualified Installation and any ongoing support activities required to maintain the PA-DSS validated Payment Application in a manner which facilitates PCI DSS compliance.
Glossary	The then current version of (or successor document to) the <i>Payment Card Industry (PCI) Data Security Standard (DSS) and Payment Application Data Security Standard (PA-DSS) Glossary of Terms, Abbreviations, and Acronyms</i> available on the Website.
Good Standing	<p>(a) With respect to a given QIR Company, that the <i>QIR Agreement</i> between the QIR Company and PCI SSC is in full force and effect, the QIR Company has been approved by PCI SSC as a QIR Company and such approval has not been revoked, terminated, suspended, cancelled, or withdrawn, the QIR Company is in compliance with all QIR Company Requirements, and the QIR Company is not in breach of any of the terms or conditions of remediation, its <i>QIR Agreement</i> (including without limitation, all provisions regarding compliance with the <i>QIR Qualification Requirements</i> and payment), or any other agreement with PCI SSC; and</p> <p>(b) With respect to a given QIR Employee, that the QIR Employee is in compliance with all QIR Employee Requirements.</p>
Intellectual Property Rights	All present and future patents, trademarks, service marks, design rights, database rights (whether registrable or unregistrable, and whether registered or not), applications for any of the foregoing, copyright, know-how, trade secrets, and all other industrial or intellectual property rights or obligations whether registrable or unregistrable and whether registered or not in any country.
Lead QIR	In respect to a given Qualified Installation, the key QIR Employee leading the Engagement for the QIR Company
PA-DSS	The then-current version of the <i>Payment Card Industry (PCI) Payment Application Data Security Standard Requirements and Security Assessment Procedures</i> (or successor document thereto), as made publicly available by PCI SSC on the Website.
<i>PA-DSS Implementation Guide</i>	An implementation guide prepared by the applicable Payment Application vendor for a given Payment Application (required pursuant to the PA-DSS).

Term	Meaning
Participating Payment Brand	A payment card brand that, as of the time in question, is also then a PCI SSC Member. Participating Payment Brands as of the release of this version of this document are American Express Travel Related Services Company, Inc., DFS Services LLC, JCB Advanced Technologies, Inc., MasterCard International Incorporated and Visa International Service Association (or their affiliates).
Payment Application	A software application used in connection with the storage, processing or transmission of cardholder data.
PCI DSS	The then-current version of the <i>Payment Card Industry (PCI) Data Security Standard Requirements</i> (or successor document thereto), as made publicly available by PCI SSC on the Website.
PCI Materials	The PCI DSS, PA-DSS, <i>QIR Qualification Requirements</i> , <i>QIR Program Guide</i> , QIR Program, Website and all related and other materials provided or otherwise made accessible by PCI SSC in connection with the QIR Program.
PCI SSC	PCI Security Standards Council, LLC, a Delaware limited liability company.
PCI SSC Member	An entity that, as of the time in question, is then formally admitted as a (or an affiliate of) a member of PCI SSC in accordance with its governing documents (status as a PCI SSC “Participating Organization” does not establish that an entity is a PCI SSC Member).
PFI (or PCI Forensic Investigator)	An entity approved as a PCI Forensic Investigator by PCI SSC to perform forensic investigations as part of the PCI SSC PCI Forensic Investigator Program. A list of PFIs appears on the Website.
<i>QIR Agreement</i>	The PCI Qualified Integrator and Reseller (QIR) Agreement attached as Appendix A to the <i>QIR Qualification Requirements</i> .
QIR Company (or Qualified Integrator and Reseller Company)	Refers to a company that has satisfied and continues to satisfy all requirements set forth in the <i>QIR Qualification Requirements</i> , <i>QIR Guide</i> and <i>QIR Agreement</i> and is thereby qualified to implement, configure, or support validated PA-DSS Payment Applications on behalf of Customers.
QIR Company Requirements	The requirements applicable to QIR Companies and the provisions required of QIR Companies as set out in the <i>QIR Qualification Requirements</i> , and such additional requirements as PCI SSC may establish for QIR Companies from time to time in connection with the QIR Program.
QIR Employee	A full-time employee of a QIR Company who has been approved as a QIR Employee and is in compliance with all QIR Employee Requirements.
QIR Employee Requirements	The requirements applicable to QIR Employees as set out in the <i>QIR Qualification Requirements</i> , and such additional requirements as PCI SSC may establish for QIR Employees from time to time in connection with the QIR Program.
QIR Feedback Form	The then current version of (or successor document to) the <i>QIR Feedback Form for Payment Brands and Others</i> , as made publicly available by PCI SSC on the Website.

Term	Meaning
<i>QIR Implementation Statement</i>	The report provided to a Customer upon completion of the rendering of a Qualified Installation.
QIR Installation	The installation of a PA-DSS validated Payment Application within a Customer's cardholder data environment (defined in the Glossary), conducted by a QIR Company acting in that capacity.
QIR List	The list of QIR Companies maintained on the Website.
QIR Program	The PCI SSC Qualified Integrators and Resellers Program managed by PCI SSC, as further described herein and in the <i>QIR Program Guide</i> and related PCI SSC guidance and publications.
QIR Program Fee Schedule	The then current schedule of fees payable by QIR Companies in connection with participation in the QIR Program, as made publicly available by PCI SSC on the Website.
<i>QIR Program Guide</i>	The then-current version of the <i>Payment Card Industry (PCI) Qualified Integrators and Resellers (QIRs) Program Guide</i> (or successor document thereto), as made publicly available by PCI SSC on the Website.
<i>QIR Qualification Requirements</i>	With respect to a given QIR Company, the then most current version of (or successor document to) the <i>Payment Card Industry (PCI) Qualification Requirements for Qualified Integrators and Resellers (QIRs)</i> , as made publicly available on the Website and amended by PCI SSC from time to time in its sole discretion, all supplements and addenda thereto, and any and all related agreements and/or undertakings applicable to a such QIR Company in connection with the QIR Program.
QIR Requirements	With respect to a given QIR Company, the requirements and obligations thereof pursuant to the <i>QIR Qualification Requirements</i> , the <i>QIR Agreement</i> and the <i>QIR Program Guide</i> , each addendum and supplement to each of the foregoing, each agreement entered into between such QIR Company and PCI SSC, and any and all other policies, procedures, requirements or obligations imposed, mandated, provided for or otherwise established by PCI SSC from time to time in connection with any PCI SSC program in which such QIR Company is then a participant, including but not limited to, the requirements of all applicable PCI SSC training programs, quality assurance and remediation programs, program guides and other related PCI SSC program materials.
Qualified Installation	The installation and/or configuration of a validated PA-DSS Payment Application for purposes of compliance with the applicable <i>PA-DSS Implementation Guide</i> and the <i>QIR Program Guide</i> as part of the QIR Program.
Services	The QIR Installations and all related services performed by a given QIR Company to PCI SSC, the QIR Company's Customers or others in connection with the <i>QIR Agreement</i> and the QIR Program
Website	The PCI SSC web site at <a href="http://www.pcisecuritystandards.org">www.pcisecuritystandards.org</a> .

## Appendix B. Application Checklist

This Appendix provides a checklist of items that QIR Companies and their employees will need during the QIR application process. The application can be found on-line in the Portal. Secure access to the Portal will be provided during the registration process.

Company Applies to QIR Program		
PA-DSS Vendor Authorization		<p>The QIR is either a direct provider of a PA-DSS validated Payment Application or a completely independent third party licensed or otherwise authorized by the PA-DSS validated Payment Application vendor to implement the Payment Application into the merchant or service provider environment</p> <p><input type="checkbox"/> Direct provider of a PA-DSS validated Payment Application</p> <p><input type="checkbox"/> Independent third party license or otherwise authorized by the PA-DSS validated Payment Application vendor to implement the Payment Application into the Customer or service provider environment</p>
QIR Agreement		Qualified Integrator and Reseller (QIR) Agreement accepted by a company officer
Fees		QIR Company Fees (see <a href="#">Fee Schedule</a> on Website), payable to PCI SSC
Primary Contact Information		The Primary Contact is the individual that will receive all Council communications and will be responsible for all training requests, CPE submissions and invoicing for the QIR Company.
Markets		List of the regional markets being served
Languages		List of supported languages
Attestation Signed by Company Officer		Attestation that the QIR Company (and QIR Company principles) have no past or present allegations or convictions of any fraudulent or criminal activity against them, or a written statement describing any such allegations or convictions and the status and resolution thereof
		Attestation of experience in information technology and experience in installing and configuring applications, preferably Payment Applications, equal to at least one year or three separate engagements
		Attestation that the QIR has processes in place for ensuring all QIR employees are trained in and maintain up-to-date knowledge about the PA-DSS validated Payment Application(s) for which they will be performing Qualified installations ( <i>This training may have occurred prior to the QIR Application process.</i> )
		Attestation that the QIR company has personnel background check policies and procedures (to the extent legally permissible in the applicable jurisdiction) and that each employee has successfully completed the background check
		Attestation that the QIR company agrees to employ a minimum of two (2) QIR employees at any given time, in order to become and remain listed as a QIR company on the PCI SSC website

		Attestation that the QIR will incorporate the following into a quality assurance policy:
		A requirement for peer review of all <i>QIR Implementation Statements</i> (A second QIR must counter-sign the <i>QIR Implementation Statement</i> of the Lead QIR.)
		A requirement that all QIR employees must adhere to the <i>QIR Program Guide</i>
		Procedures for retention of training records to confirm that all QIR employees, before being assigned to a Qualified Installation, have received training in accordance with the <i>QIR Qualification Requirements</i> .
Business License		Copy of business license (See <a href="#">Business License Requirements</a> on Website)
Webpage Link		Link to Company webpage

### Employees receive training

Résumé		Employee's Résumé or Curriculum Vitae that includes relevant work experience and responsibilities in Payment Application installations, system hardening, network security, etc., and work experience related to payment industry
Code of Professional Responsibility		Agree to support the Code of Professional Responsibility
QIR Training and Exam		Employee obtains QIR Training and successfully passes the exam after payment of fees is received

## Appendix C: Code of Professional Responsibility

The PCI Security Standards Council (PCI SSC) is an open global forum for the ongoing development, enhancement, storage, dissemination, and implementation of security standards for account data protection. PCI SSC's mission is to enhance payment account data security by driving education and awareness of the PCI SSC security standards (the "PCI Standards"). To help achieve this goal, PCI has adopted this Code of Professional Responsibility to help ensure information security professionals adhere to the highest standards of ethical and professional conduct. Adherence with this Code will help ensure the safe handling of cardholder information and enhance payment card data security.

All PCI SSC-qualified individuals and all PCI SSC qualification candidates must advocate, adhere to, and support the following Code of Professional Responsibility. PCI SSC-qualified individuals who intentionally or knowingly violate any principle of this Code will be subject to revocation of qualification and/or other disciplinary action by PCI SSC.

### Principles

#### *Professional Competence and Due Care*

- Perform each aspect of your work honorably, responsibly, and legally.
- Act in the best interests of all entities that you provide services or support to, while maintaining high standards of conduct and being consistent with the PCI Standards and guidance.
- Deliver diligent and competent services in accordance with the PCI Standards and applicable laws.
- Render only those services for which you are fully competent and qualified.
- Promptly advise all entities that you provide services or support to on changes in PCI Standards and guidance.
- Participate in learning throughout your career to maintain the knowledge, skills and expertise needed in the payment security industry.
- Promote current information security best practices and standards.

#### *Security and Confidentiality*

- Respect and safeguard confidential, proprietary, or otherwise sensitive information with which you come into contact in the course of professional activities, unless disclosure is required by legal authority. Such information shall not be used for personal benefit or released to inappropriate parties.
- Take affirmative steps to comply with the PCI Standards to assure that confidential information is maintained securely.
- Immediately notify the appropriate authorities and proper industry personnel should you suspect a compromise or breach in security.

#### *Integrity*

- Refrain from conduct which would damage or reflect poorly on the reputation of PCI SSC, its standards, the profession, or the practice of colleagues, clients, and employers.
- Report ethical violations to PCI SSC in a timely manner.
- Refrain from any activities which might constitute a conflict of interest.
- Perform all duties with objectivity.

### **Compliance with Industry Laws and Standards**

- Perform duties in accordance with the PCI Standards.
- Comply with existing laws and regulations, with local laws taking precedence over PCI Standards.
- Co-operate with law enforcement agencies.

### **Violation and Enforcement**

Depending on the severity of the Violation, disciplinary action could include:

- **Warning:** A written warning could be issued that specifies the consequences if the situation occurs again, or if there is another Violation.
- **Suspension:** PCI SSC qualification could be suspended for all programs in which the individual participates.
- **Revocation:** PCI SSC qualification could be revoked for all programs in which the individual actively participates.

PCI SSC is committed to enforcing its Code of Professional Responsibility, and has adopted a procedure that allows fair and objective review of allegations of violations of the Code.

<i>Signature</i> ↑	<i>Date</i> ↑