

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into among the United States of America, acting through the United States Department of Justice and on behalf of the Office of the Comptroller of the Currency (OCC), the Federal Reserve Board of Governors (FRB), the Consumer Financial Protection Bureau (CFPB), and the Federal Reserve Bank of Philadelphia (FRBP) (collectively, the “United States”), and Argus Information & Advisory Services, Inc. (“Argus”) (hereafter, the United States and Argus are collectively referred to as the “Parties”), through their authorized representatives.

RECITALS

A. Argus is incorporated in Delaware with offices in White Plains, New York. Argus analyzes economic transactions, credit card data, and credit bureau data to provide benchmarking and market analysis products to commercial and government clients.

B. In March 2009, Argus entered into a contract with the OCC, the independent bureau of the United States Treasury Department that charters and regulates national banks and federal savings associations, to collect certain anonymized credit card data from banks, and then provide the OCC with certain validating, aggregating, storage, retrieval, and reporting services for the credit card data that the OCC directed the banks to provide (Contract No. TCC-09-HQ-C-0024). In February 2012, Argus entered a follow-on contract with the OCC to continue providing the same services (Contract No. TCC-12-HQ-C-0010) (collectively, the “OCC Contracts”). In March 2012, Argus entered into a contract with the FRB, the independent federal regulator for certain banks and bank holding companies, to provide similar services for credit card loan and portfolio level products (Contract No. 201200266) (the “FRB Contract”). In March 2012, Argus entered into a contract with the CFPB, an independent regulator of consumer practices at certain depository institutions, to provide services for the collection, validation,

aggregation, reporting, storage, and analysis of a distinct set of credit card data from regulated banks (Contract No. CFP-12-C-00001). In March 2017, Argus entered a follow-on contract with CFPB (Contract No. TFSACFP17C0002) (collectively, the “CFPB Contracts”). In January 2017, Argus entered a contract with the FRBP to collect, aggregate, validate, format, and securely transmit credit card information (the “FRBP Contract”). Hereafter, the OCC Contracts, the FRB Contract, the CFPB Contracts, and the FRBP Contract are referred to collectively as the “Regulatory Contracts.”

C. The Regulatory Contracts each placed restrictions on Argus’s ability to use, disclose, or distribute credit card data collected from banks for purposes other than the performance of the work under the Regulatory Contracts.

D. The United States contends that it has certain civil claims against Argus arising from Argus’s knowingly improper access, use, and retention of anonymized credit card data received pursuant to the Regulatory Contracts, which violated the terms of those contracts, during the period from November 30, 2010, through December 31, 2020. The United States alleges that Argus improperly accessed, used, and retained this anonymized credit card data to create synthetic/proxy data that it incorporated into certain products and services it sold to certain commercial customers. Finally, the United States alleges that Argus failed to disclose its improper access, use, and retention of credit card data obtained pursuant to the Regulatory Contracts to the United States and its reliance on synthetic/proxy data to its commercial clients. That conduct is the subject matter of this Agreement and referred to below as the “Covered Conduct.”

E. This Agreement is neither an admission of liability by Argus nor a concession by the United States that its claims are not well-founded. Argus denies the United States' allegations in Paragraph D.

To avoid the delay, uncertainty, inconvenience, and expense of protracted litigation of the above claims, and in consideration of the mutual promises and obligations of this Agreement, the Parties agree and covenant as follows:

TERMS AND CONDITIONS

1. Argus shall pay to the United States \$37,000,000, of which \$13,500,000 is restitution to the United States under the False Claims Act, plus simple interest accrued on the unpaid amount at a rate of 4.00% per annum from March 7, 2024, and continuing until and including the date of payment (the "Settlement Amount"), by electronic funds transfer pursuant to written instructions to be provided by the Civil Division of the United States Department of Justice. The Settlement Amount shall be paid no later than 7 calendar days after the Effective Date of this Agreement.

2. Subject to the exceptions in Paragraph 3 (concerning reserved claims) below, and conditioned upon the United States' receipt of the Settlement Amount, the United States releases Argus, together with its current and former parent corporations; direct and indirect subsidiaries; brother or sister corporations; divisions; current or former corporate owners; and the corporate successors and assigns of any of them, from any civil or administrative monetary claim the United States has for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729–3733; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801–3812; Section 951 of the Financial Institutions Reform, Recovery, and Enforcement Act, 12 U.S.C. § 1833a; the Stored Communications Act, 18 U.S.C. § 2702(a); or the common law theories of breach of contract, fraud, payment by mistake and unjust enrichment.

3. Notwithstanding the release given in Paragraph 2 of this Agreement, or any other term of this Agreement, the following claims and rights of the United States are specifically reserved and are not released:

- a. Any liability arising under Title 26, U.S. Code (Internal Revenue Code);
- b. Any criminal liability;
- c. Except as explicitly stated in this Agreement, any administrative liability or enforcement right, or any administrative remedy, including the suspension and debarment rights of any federal agency;
- d. Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct;
- e. Any liability based upon obligations created by this Agreement;
- f. Any liability of individuals; and
- g. Any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct.

4. Argus waives and shall not assert any defenses Argus may have to any criminal prosecution or administrative action relating to the Covered Conduct that may be based in whole or in part on a contention that, under the Double Jeopardy Clause in the Fifth Amendment of the Constitution, or under the Excessive Fines Clause in the Eighth Amendment of the Constitution, this Agreement bars a remedy sought in such criminal prosecution or administrative action.

5. Argus fully and finally releases the United States, its agencies, officers, agents, employees, and servants, from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that Argus has asserted, could have asserted, or may assert in the future against the United States, its agencies, officers, agents, employees, and

servants, related to the Covered Conduct and the United States' investigation and prosecution thereof.

6. a. Unallowable Costs Defined: All costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47) incurred by or on behalf of Argus, and its present or former officers, directors, employees, shareholders, and agents in connection with:

- (1) the matters covered by this Agreement;
- (2) the United States' audit(s) and civil and any criminal investigation(s) of the matters covered by this Agreement;
- (3) Argus's investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil and any criminal investigation(s) in connection with the matters covered by this Agreement (including attorneys' fees);
- (4) the negotiation and performance of this Agreement; and
- (5) the payment Argus makes to the United States pursuant to this Agreement,

are unallowable costs for government contracting purposes (hereinafter referred to as "Unallowable Costs").

b. Future Treatment of Unallowable Costs: Unallowable Costs will be separately determined and accounted for by Argus, and Argus shall not charge such Unallowable Costs directly or indirectly to any contract with the United States.

c. Treatment of Unallowable Costs Previously Submitted for Payment: Within 90 days of the Effective Date of this Agreement, Argus shall identify and repay by adjustment to future claims for payment or otherwise any Unallowable Costs included in

payments previously sought by Argus or any of its subsidiaries or affiliates from the United States. Argus agrees that the United States, at a minimum, shall be entitled to recoup from Argus any overpayment plus applicable interest and penalties as a result of the inclusion of such Unallowable Costs on previously submitted requests for payment. The United States, including the Department of Justice and/or the affected agencies, reserves its rights to audit, examine, or re-examine Argus's books and records and to disagree with any calculations submitted by Argus or any of its subsidiaries or affiliates regarding any Unallowable Costs included in payments previously sought by Argus, or the effect of any such Unallowable Costs on the amount of such payments.

7. This Agreement is intended to be for the benefit of the Parties and the releasees identified in Paragraphs 2 and 5 only.

8. Each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

9. Each Party and signatory to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion.

10. This Agreement is governed by the laws of the United States. The exclusive venue for any dispute relating to this Agreement is the United States District Court for the Eastern District of Virginia. For purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by all Parties to this Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

11. This Agreement constitutes the complete agreement between the Parties. This Agreement may not be amended except by written consent of the Parties.

12. The undersigned counsel represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below.

13. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement.


14. This Agreement is binding on Argus's successors, transferees, heirs, and assigns.

15. All Parties consent to the United States' disclosure of this Agreement, and information about this Agreement, to the public.


16. This Agreement is effective on the date of signature of the last signatory to the Agreement (Effective Date of this Agreement). Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

THE UNITED STATES OF AMERICA

DATED: 3/12/2024

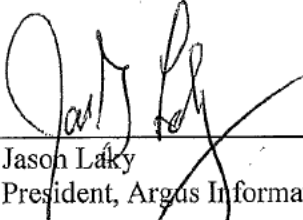
BY: 
David W. Tyler
Don Williamson
Senior Trial Counsel
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: 3/12/2024

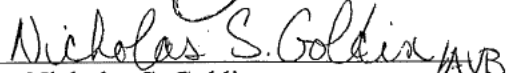
BY: 
Tanya Kapoor
Assistant United States Attorney
United States Attorney's Office
Eastern District of Virginia

ARGUS INFORMATION & ADVISORY SERVICES, INC.

DATED: 3/11/24

BY: 
Jason Laky
President, Argus Information and Advisory Services, Inc.

DATED: 3/11/24

BY: 
Nicholas S. Goldin
Adrienne V. Baxley
Counsel for Argus Information & Advisory Services, Inc.