

**SUPPLIER TERMS AND CONDITIONS FOR THE PROVISION OF PRODUCTS AND SERVICES –
EXPERIAN CREDIT MANAGEMENT SOLUTIONS (“SUPPLIER TERMS AND CONDITIONS”)**

SUPPLIER TERMS AND CONDITIONS PART A

SERVICE SPECIFIC TERMS

SET UP AND MIGRATION SERVICES
If set up and migration services are required for this Cloud Software, details are available on the Cloud support services section of G-Cloud.

SUPPLIER SERVICE MANAGEMENT (SSM)	
The parties agree that the Services shall be supported in accordance with the latest (or named) version of Supplier Standard Services Terms at the Commencement Date, available at https://www.experian.co.uk/legal-information/terms-and-conditions and the parties shall adhere to the terms and conditions for such support as set out therein.	
Core Hours (09:00 – 17:00, Monday to Friday, excluding any UK public holidays)	☒
Optional: Extended Hours for Major Incident Management (24 hours per day, 7 days per week, every day of the year as agreed in this Call-Off Contract).	☐

PERMITTED PURPOSE
The Buyer shall use the Delphi for New Business and Evaluate service solely for its internal business purposes in respect of the following: • Credit Risk, Affordability and Eligibility Assessment: assessment of an application for credit (which includes an application to pay for goods or services on a credit or instalment basis) with the consent of the data subject • Quotations: where the intention is that a form of credit may be provided to the applicant as a result (with the consent of the data subject) • Collections/Tracing: where the data subject has failed to repay an outstanding debt to the Buyer (where the data subject has been notified at the point of taking out credit that their Personal Data may be used for this purpose) • Existing customer management activities: this includes credit limit changes, reprocessing and assessment for cross-selling/upselling (where the data subject has been notified at the point of opening an account that their Personal Data may be used for this purpose) • Background Checks – to assess the creditworthiness of a prospective employee (with consent from the data subject) • Fraud Prevention (including undisclosed address search) – to assess whether an application for credit is likely to be fraudulent (where the individual has been notified at the point of application) • Debt management – to gain insight as to the full credit debt profile of consumers seeking debt management services.

provided always that in relation to each customer in respect of whom the Buyer uses the Services, the Buyer shall only use the Services for those purposes which it has notified the customer that it will use the services of a credit reference agency for.

In relation to the Open Banking Services specifically, the Permitted Purpose shall be limited only to the following activities, carried out for the Buyer's internal business purposes:

- Credit risk, affordability and eligibility assessment – assessing an application for credit (including applications to pay for goods or services on a credit or instalment basis);
- Quotations – where the intention is to offer a form of credit to the applicant.

SPECIFICATION

1. Credit Management Solutions Specifications
2. Functional Configuration Document

TERMS RELATING TO DELPHI FOR NEW BUSINESS SERVICE

The Supplier does not take responsibility for the data provided in the Buyer Data. Any changes that will require rectification as a result of sending incorrect Buyer Data may incur charges that the Buyer shall be liable for.

TERMS RELATING TO ANY SERVICE WHICH USES DATA OBTAINED FROM A DATA SHARING SCHEME

The following definitions are used in this Section of the Special Terms and Conditions:

- “Data Sharing Scheme” means any scheme, programme, membership, information exchange, or other arrangement where certain data sharing activities are carried out subject to the relevant Data Sharing Scheme Rules, such as (but not limited to) the Payment Performance Scheme, CAIS and Commercial CAIS.
- “Data Sharing Scheme Rules” means the rules of the relevant Data Sharing Scheme.

1. The use by the Buyer of any Services which are dependent upon data derived from a Data Sharing Scheme is conditional upon the Buyer complying with the relevant Data Sharing Scheme Rules which are in force from time to time.

If at any time this condition is not satisfied, the Supplier shall be entitled to discontinue the provision of any and all Services which utilises data from the relevant Data Sharing Scheme.

TERMS RELATING TO DELPHI BOOST SERVICES (DELPHI FOR NEW BUSINESS) - FOR FULL CAIS MEMBERS

1. The Buyer agrees that any reference in this Call Off Contract to the Delphi for New Business Service being used for the Buyer's internal business purposes shall mean the following activities, carried out in the context of its assessments for new lending decisions only:

- a. internal analysis to assess how to include the Delphi for New Business Service within its new lending decisioning;
- b. pre application/ qualification decisions; and
- c. credit application decisions, being the decision itself and/ or assessing the suitability of the credit product applied for and the terms on which that product is made available.

Any other use restriction, including Territory and/ or Permitted Users shall still apply. For the avoidance of doubt, the Supplier Data shall not be used to enhance, inform or update the Buyer's or any third party methodology, and the Buyer will not reverse engineer, decompile, disassemble or otherwise attempt to derive techniques, processes, algorithms, know-how or other information from the Supplier Data or permit or induce the foregoing.

2. Paragraph 1 does not permit the Delphi for New Business Service to be used for or in connection with customer management decisions.
3. The Buyer acknowledges and agrees the intended effect of paragraphs 1 and 2 above is that the Buyer's use of the Delphi for New Business Service is limited to the consent provided by the individual to the Supplier for the use of this data with lenders.
4. The Buyer acknowledges and agrees that:
 - a. the Delphi Boost Services utilise Supplier's proprietary categorisation engine, which uses machine learning techniques to predict the type of income or expenditure category a particular bank transaction should be allocated to. As bank transaction data is a new data set, this means that some transactions are more difficult to accurately categorise, for example, those with more obscure transaction descriptions. This will improve with time as more transaction data is processed by the categorisation engine;
 - b. the Supplier Boost score and the categorisation engine do not distinguish whether a connected bank account is a sole or joint account, and the transaction data from either type of account is treated the same way when processed, and no indication will be provided as to whether the connected bank account is a sole or joint account;
 - c. the Delphi Boost Services will only be provided if (i) the consumer has provided consent which has not expired or been withdrawn, and (ii) the data features have a positive impact on the consumer's score;
 - d. the Supplier is not able to guarantee that it will be able to provide the Delphi Boost Services, as it is reliant on third party data sources making such data available to it; and
 - e. if any provider of a data source requires the Supplier to pay any fees to access data, the Supplier may remove such data source from the scope of the Services, unless the Buyer agrees to pay additional fees (to be agreed between the parties).
5. The Buyer shall implement adequate technical and organisational controls to ensure the Delphi for New Business Service is used in accordance with paragraph 1 above only and shall promptly complete in full and return to Supplier any attestation or questionnaire relating to its compliance with the use restrictions in paragraph 1 above.
6. Each party shall be a controller in its data processing activities in relation to the Delphi for New Business Service and shall make its own assessment as to how it will satisfy its requirements under GDPR, and as to its grounds for processing the data. The Supplier has set out below its grounds for processing in relation to the Delphi for New Business Service.
7. Pursuant to GDPR the parties agree that there are procedures already in place for dealing with individual rights, including access, and the parties agree to amend their own procedures, to the extent that it is necessary, to address the new data being shared as a result of these amendments to the Delphi for New Business Service.
8. The Buyer acknowledges that the Supplier may develop the Delphi Boost Services in the future. The Supplier shall not be required to provide any subsequent developments or versions of the Delphi Boost Services to the Buyer, unless a revised fee for such services is agreed between the parties.

Data Processing Grounds

Data Asset	Grounds for processing (including for sharing the data with Buyers where relevant)
Credit reference data and Delphi Score	Legitimate interests
Open banking data provided by the customer to the Supplier through the Boost Account Information Service and Delphi Boost.	1. Performance of a contract – the Supplier obtains contractual consent from the Payment Service User (under the Payment Service Regulations 2017) when they enter into the contract for the Supplier to provide to them the the Supplier Boost Account Information Service. The Supplier ceases to use the open banking data, other than where it is processed under the compliance with the law processing ground, when the customer withdraws their contractual consent and no longer requests the Boost Account Information Service. It also ceases to use the data to calculate the Delphi Boost, and ceases sharing the Delphi Boost and associated data block with Buyers, when the customer has disconnected (or not re-authenticated) all of its connected bank accounts. 2. Compliance with the Law
Data relating to silent parties (i.e. individuals whose personal data is reflected in the transaction data because, for example, they have been paid by, or received payment from, the Payment Service User) that is within the open banking data.	Legitimate interests This data is not shared with Buyers.

TERMS RELATING TO AFFORDABILITY IQ2

The Buyer shall use the Affordability IQ2 Services provided under this Call Off Contract for the purpose of managing its customers' new business applications and onboarding, arrears, account management and collections processing in respect of the following:

- Eligibility
- Credit Risk Assessment
- Affordability Assessment
- Arrears and Account Management
- Collections
- Consumer Indebtedness

provided always that in relation to each customer in respect of whom the Buyer uses the Services, the Buyer shall only use the Services for those purposes which it has notified the customer that it will use the services of a credit reference agency for.

TERMS RELATING TO DETECT SERVICE

1. The Buyer acknowledges and agrees that where the Buyer is taking Supplier's Detect service (or any service which utilises Supplier's Detect database) then the Supplier will take Buyer Data and include this as part of the Supplier's Detect database.
2. The provisions of Appendix to this Call-Off Contract entitled "Royal Mail NCOA® Alert Data - End User Agreement" shall apply *[if NCOA data is being taken]* / Intentionally left blank *[if NCOA data is not being taken]*
3. The Buyer acknowledges that where the Buyer is licensed to access GRO Mortality data within Detect the Buyer must provide, as a minimum, name and date of birth details for the relevant individual.
4. The Buyer acknowledges that where the Buyer is licenced to access Bank Wizard Absolute Data within Detect the relevant "BANK WIZARD ABSOLUTE SPECIFIC TERMS" shall apply.

BANK WIZARD ABSOLUTE SPECIFIC TERMS

Definition	Meaning
"Card"	means a card used to facilitate a payment;
"Cardholder"	means the individual to whom the Card is registered
"Cardholder Matching Check"	means any occasion upon which the Services are accessed using the User Access Device in order to verify the ownership of a credit, debit or charge Card account to an individual;
"Check"	means any occasion upon which the Services are accessed for the purpose of making a Verification Check or Cardholder Matching Check in accordance with the agreed scope of use contained within this Call-Off Contract;
"Verification Check"	means any occasion upon which the Services are accessed using the User Access Device in accordance with the "Verification Checks – Limitations of Use" terms;

“Transactional Fees”	means usage based Charges made by Supplier in respect of the Checks made by the Buyer to the Services.
“Unauthorised Use”	includes any use of the whole or any part of the Services that is not carried out by competent, trained persons for the processing of data for legitimate business purposes in accordance with the terms of this Call Off Contract, or use of the Services which is inappropriate, fraudulent or illegal;
1. In order to access and use the Services, the Buyer shall ensure that it has a suitable internet connection or other telecommunication link for such use as specified by the Supplier from time to time, and the Buyer is responsible for the cost of a suitable internet connection and telecommunication link, telecommunication charges and internet service charges for use. 2. The Buyer acknowledges that in order to use the Services the Buyer must have a valid User Access Device. 3. Whilst the Supplier will use its reasonable endeavours to maximise the hours of availability of the Services it cannot guarantee its availability. 4. The Buyer acknowledges that the User Access Device will be verified by the Services each time the Buyer accesses it, and that access may be denied in accordance with the provisions of this Call Off Contract. 5. The Buyer shall be solely responsible for any access or attempted access to the Services made using the User Access Device issued to it and shall be responsible for any usage whether or not such usage was authorised by it. 6. The Buyer acknowledges that the Verification Checks carried out within the Services result in the return of information indicating how closely the information provided by the Buyer matches the data held by Supplier, and that the Buyer shall not be provided with Supplier's data relating to the bank account verified. It is the Buyer's responsibility to determine what action to take in respect of the information returned by the Services. 7. The Buyer acknowledges that the Services may contain devices that enable Supplier to monitor and/or audit the use of the Services and, for the avoidance of doubt, the presence of such devices and the ability to monitor use of the Services alone shall not constitute notice to the Supplier of all or any breaches of this Call Off Contract by the Buyer. 8. The rights of the Supplier to withdraw or suspend access to the Services under this Call-Off Contract are without prejudice to the rights set out in clause 10 of the Terms and Conditions. 9. In addition to the suspension and termination rights contained within the Terms and Conditions and this Call-Off Contract, the Supplier shall be entitled to withdraw or suspend access to the Services by the Buyer in the following situations: a. non-compliance by the Buyer with the payment provisions of this Call Off Contract or this Call-Off Contract; b. use of the Services outside the Permitted Purpose; c. Unauthorised Use of the Product;	

d. non-compliance by the Buyer with Data Protection Legislation.

10. If the Supplier suspends or withdraws access to the Services under paragraph 9 above, the Buyer shall not be entitled to any refund of any Fees paid in advance.

The provisions in paragraphs 11-13 below shall apply in addition to clause 18 of the Terms and Conditions.

11. The Buyer acknowledges that, subject to the provisions of Data Protection Legislation, the Supplier may use any Personal Data provided by the Buyer and disclose such Personal Data to third parties including without limitation banks and account holders where Supplier, acting reasonably, believe that such disclosure will assist with the prevention or detection of fraud or other crime.
12. The Supplier may retain records of Checks made by the Buyer for a period of 12 months for audit and monitoring purposes, which may include Personal Data relating to the Buyer's staff and customers.
13. The Supplier shall make such management information available to the Buyer in relation to the use of the Services as is specified from time to time by the Supplier, and may make a charge for the provision of such information.

VERIFICATION CHECKS – limitations of use

Verification Checks may only be performed by the Buyer in order to:

- (i) verify bank account ownership; and/or
- (ii) reduce fraud risk and/or reduce error within electronic payments either to or from a bank account;

each in accordance with the agreed scope of use contained in this Call-Off Contract, and this shall be supplemental to the definition of "Permitted Purpose" contained within the Terms and Conditions.

Under no circumstances may Verification Checks be performed solely to authenticate an individual's identity and this is therefore expressly excluded from the Permitted Purpose.

THE BUYER'S ATTENTION IS DRAWN TO THIS SECTION 'LIMITATIONS OF USE'

TERMS RELATING TO ADDRESS LINK DATA

If address link data is used by the Buyer as part of or in connection with any of the Services, the Buyer agrees that (as a condition of such use and for so long as the Buyer continues such use), the Supplier may use address link data derived from data contributed by the Buyer to any database hosted and/or controlled by the Supplier in order to provide address link data services to its clients generally. Address link data is used as part of the "Supersearch" service

TERMS RELATING TO AUTHENTICATION SERVICES

1. The Buyer will ensure that at the point of collection of the personal data, the relevant individual is informed of the following principles;
- A search will be carried out with the Supplier for the purposes of verifying their identity.

- The Supplier may check the details they supply against any particulars on any database (public or otherwise) to which they (Supplier) have access in order to verify their identity.
 - The Supplier will retain a record of the search.
2. If any such notification is not provided by the Buyer, the Buyer undertakes to Supplier that it shall not attempt to use the Services in respect of the relevant individual.
 3. Unless otherwise stated in this Section, the Permitted Purpose for authentication and/or identity services is for the purposes of verifying identity.
 4. The Buyer acknowledges that where the Buyer is licensed to access GRO Mortality data within the Supplier Authentication Services the Buyer must provide, as a minimum, name and date of birth details for the relevant individual.
 5. If the Buyer is receiving a version of the Services that uses the full electoral roll, the Buyer warrants and represents that it shall only use this Service for purposes consistent with meeting any obligations contained in the Money Laundering Regulations 1993, the Money Laundering Regulations 2001 or any rules made pursuant to section 146 of the Financial Services and Markets Act 2000. This paragraph shall prevail over any other definition of "Permitted Purpose" stated to the contrary in this Call Off Contract in respect of this Service.
 6. The Supplier will provide access to a test database (eCTDB) so the Buyer can test the use of Identity Authenticate services prior to going live.

TERMS AND CONDITIONS RELATING TO BT OSIS DATA

- 1 In order for the Supplier to provide Services which utilise BT OSIS data to the Buyer and in order for Supplier to comply with the licence terms which British Telecommunications plc and/or other third party suppliers of telephone number data require all users of such data similar to Supplier to accept, the Buyer:
 - 1.1 Appoints the Supplier as its agent under this Call Off Contract for the purpose of using Buyer Data to carry out directory enquiry searches for and on behalf of the Buyer;
 - 1.2 Authorises and instructs the Supplier to:
 - 1.2.1 Use any retrieved telephone numbers resulting from such directory enquiries for the sole purpose of comparing such telephone numbers against any telephone numbers contained within the relevant and applicable Buyer Data and producing a score based upon whether there was or was not a match of telephone numbers; and
 - 1.2.2 Incorporate the score referred to in paragraph 1.2.1 into the overall score delivered to the Buyer by the Services;
 - 1.3 Further instructs and confirms to the Supplier that telephone numbers retrieved from such directory enquiry searches are for use as input into the comparison process described in paragraph 1.2 only and the Supplier is not required to return such telephone numbers to the Buyer.

TERMS RELATING TO ROYAL MAIL NCOA® ALERT DATA

If the Buyer is taking any Services utilising Royal Mail NCOA® Alert Data, the provisions of Appendix to this Call-Off Contract entitled "Royal Mail NCOA® Alert Data – End User Agreement" shall apply

TERMS RELATING TO EXPIN

- 1 For the purposes of this Clause, "ExPin" means the ten-digit reference number key generated by the Supplier and provided to the Buyer for the purposes of matching consumer records.
- 2 The following terms apply to use of the ExPin by the Buyer:
 - 2.1 the ExPin shall only be used for such purposes as the Buyer has notified the data subject that it will process Personal Data and utilise the services of a credit reference agency for, in accordance with all applicable data protection legislation;
 - 2.2 without prejudice to the obligations of confidentiality set out in this Call Off Contract, the ExPin shall remain confidential and shall not be disclosed or otherwise made available to any third party, except where required by law;
 - 2.3 the Buyer shall not create any identifier which is derived from the ExPin without the prior written consent of the Supplier; and
 - 2.4 on termination or expiry of this Call Off Contract for any reason, the Buyer shall immediately cease to use the ExPin.
- 3 Use of any Supplier Data provided to the Buyer with the ExPin (including any name, address or date of birth information) shall be subject to the following terms:
 - 3.1 the Supplier Data shall only be used for such purposes as the Buyer has notified the data subject that it will process Personal Data and utilise the services of a credit reference agency for, in accordance with all applicable data protection legislation; and
 - 3.2 the Supplier Data shall not be used in connection with targeting, marketing or prospecting of consumers, except in relation to consumers who have an existing customer account with the Buyer.

TERMS RELATING TO DATA FROM SUPPLIER'S RENTAL BUREAU

1. Data from the Supplier's Rental Bureau shall only be used by the Buyer for the following purposes:
 - 1.1. where the Buyer is a landlord, to assess and manage tenancy agreements;
 - 1.2. to assess the financial standing of individuals in relation to the provision of products and services by the Buyer to such individuals;
 - 1.3. to manage accounts held by individuals with the Buyer, for example reviewing new product suitability or adjusting current products in light of current circumstances;
 - 1.4. to contact individuals in relation to any accounts they may have with the Buyer and recovering debts that they may owe to the Buyer;
 - 1.5. to verify the identity and/or address of an individual to help the individual make decisions about services offered by the Buyer; or
 - 1.6. to help prevent crime, fraud and money laundering.

TERMS RELATING TO BRONZE LEVEL AFFORDABILITY IQ2 DATA

The provision of Bronze Level Affordability IQ2 Data as part of the Services does not require the Buyer to provide income data to the Supplier as part of its application input.

TERMS RELATING TO SILVER LEVEL AFFORDABILITY IQ2 DATA

The Buyer acknowledges that the provision of Silver Level Affordability IQ2 Data as part of the Services is subject to the Buyer providing income data to the Supplier as part of its application input. The Buyer

agrees that the Supplier may take such income data and include it as part of the Supplier's databases and within services provided to its clients.

TERMS RELATING TO GOLD LEVEL AFFORDABILITY IQ2 DATA

The Buyer acknowledges that the provision of Gold Level Affordability IQ2 Data as part of the Services is subject to the Buyer supplying current account turnover data on their total active consented current account portfolios on a monthly basis and providing income data to the Supplier as part of its application input. The Buyer agrees that the Supplier may take this data and include it as part of the Supplier's databases and within services provided to its clients.

TERMS RELATING TO TEST DATABASE

1. Access to a test environment can be provided for such period as is agreed in writing by the parties between the hours of 08:00-18:00 on working days. The Supplier will use reasonable endeavours to provide access (with helpdesk support) during these hours, however access cannot be guaranteed.
2. Test application volumes are set at a capacity limit of 5,000 applications per day.
3. The test database allows the Buyer to carry out functional and integration testing of the Supplier products. The Buyer is not permitted to make any live use of test data.

TERMS RELATING TO DELPHI FOR NEW BUSINESS (DNB) 11 MACHINE LEARNING (ML) AND ADDITIONAL DELPHI FOR NEW BUSINESS (DNB) GEN 11 SCORES

The Buyer acknowledges that the provision of DNB 11 ML and/or Additional DNB Gen 11 Scores is subject to a 90-day data retention period to support query resolutions.

TERMS RELATING TO DEBT MANAGEMENT DATA IN DELPHI FOR NEW BUSINESS

1. If the Buyer shall use the Delphi for New Business service for the purpose of debt management support and advice to consumers, the Buyer shall do so at all times in its capacity of either:
 - a. a certified Insolvency Practitioner, holding a valid data protection registration as required by the ICO; or
 - b. an entity, duly authorised by the FCA to provide debt management services, holding a valid data protection registration as required by the ICO.
2. The Buyer further acknowledges that, in relation to the Services provided under this Call Off Contract, the Buyer is solely responsible for:
 - a. notifying each of its customers of the purposes for which their Personal Data will be used; and
 - b. maintaining auditable records of the consent collected from each of its customers for the use of their Personal Data in relation to the Services.

3. The Buyer must ensure that appropriate fraud prevention measures are in place to validate the identity of consumers prior to providing access to data received via the Services and detect suspicious activity, such as repeated requests for data from the same email or IP address.
4. The Buyer acknowledges that it will immediately inform Supplier of any fraudulent access performed with respect to any customer Personal Data that has had a part in the use or the delivery of the Services under this Call Off Contract.

Unless otherwise agreed by the Supplier, if the Buyer makes data available to the consumer online, such data shall be limited to the minimum necessary for the consumer to confirm the debts owed – specifically, the lender's name and current balance only.

UPDATES

1. The Supplier may update the Services from time to time (including by way of adding or amending features or functionality and/or changing delivery methods or mechanisms (including platforms)), provided in any event that the updated Services will provide the same or materially similar outcomes. The Buyer shall provide such co-operation as the Supplier reasonably requires in order to complete the update in question.
2. The Services are provided at the Buyer's request and the Buyer is responsible for (i) ascertaining that the Services are suitable for its own needs; and (ii) ensuring it is able to receive the Services (including any development or testing required in order for the Services to be integrated with the Buyer's systems). If the Buyer fails to comply with the obligation in sub-paragraph (ii) of this paragraph, the Buyer acknowledges the availability of the Services may be affected.

TERMS RELATING TO OPEN BANKING SERVICES

1. For the purposes of this Call-Off Contract, the following defined terms shall have the following meaning:

"Account Information" means information on one or more accounts held in the name of a Customer which is used for the execution of payment transactions, including the Uncategorized Open Banking data;

"Open Banking Data" means the type(s) of output selected for this Call-Off Contract by the Buyer, including, for the avoidance of doubt, data provided as part of MI data (if any);

"AISP" has the meaning set out in the PSRs;

"Customer" means a Customer who has agreed to (i) the Supplier producing the Open Banking Data in relation to their Account Information and (ii) the Supplier sharing such Open Banking Data (if any) with the Buyer for the Permitted Purpose and who has not actively revoked the Supplier's access to their Account Information;

"Permitted Aggregator Website" means an aggregator website (together with the associated mobile app operated by the aggregator if available) to which the Buyer is integrated via the Supplier in order to provide the Buyer likelihoods and uses of Open Banking Data and in respect of which the aggregator parties have agreed to provide and use the Advanced Eligibility Services, as such list of aggregator websites can be amended from time to time;

"PSRs" mean the Payment Services Regulations 2017 (as amended);

"Uncategorised Open Banking Data " has the meaning transaction level data collected by the Supplier from a Customer's bank account via the Open Banking mechanism.

Implementation:

2. Without prejudice to the Terms and Conditions, the Buyer shall:
 - (a) work with the Supplier and provide any necessary information and assistance in order to complete set up work by a date agreed between the parties to enable the Buyer to receive the Advanced Eligibility Services;
 - (b) if applicable, notify the Supplier in writing of the date from which the Buyer is able to use the Open Banking Data.

Provision and use of Open Banking Data:

3. The Supplier shall (where it is able to) provide the Open Banking Data in respect of Customers on the Permitted Aggregator Website(s) only.
4. From the Live Date for Open Banking Data and / or Services, in response to a request from a Customer to search or apply for financial services product(s) which include the Buyer's credit products, the Supplier shall (where it is able to) produce Open Banking Data and / or services relating to such Customer to the Buyer via the method agreed by the parties.
5. For the purposes of this Call-Off Contract, the Open Banking Data provided to the Buyer by the Supplier shall be deemed to be Supplier Data.
6. Subject to Clause 10.4 of the Terms and Conditions, at the end of the Term, the Buyer will delete all Supplier Confidential Information relating to the Advanced Eligibility Service, including the Open Banking Data from its servers and provide the Supplier with written confirmation that such deletion has taken place.
7. Without prejudice to the Terms and Conditions, the Buyer shall:
 - (a) only use or process the Open Banking Data for the Permitted Purpose;
 - (b) only use the Open Banking Data and / or Services in relation to services requested by the Customer (for the avoidance of doubt, Open Banking Data and / or Services received in relation to a Customer on one request cannot be used in respect of searches by the Customer for other requests not relating to the original application); and
 - (c) store and/or retain the Open Banking Data and / or services in accordance with any applicable statutory, regulatory or professional requirements and retention periods.
8. The Buyer acknowledges and agrees that the Open Banking Data transferred by the Supplier pursuant to paragraph 4 above is a copy of the Open Banking Data available at the time of, and used as part of, the pre-qualification assessment.
9. The Buyer acknowledges and agrees that:
 - (a) the Customer terminating the Supplier's connection to an account will end the Supplier's collection of Open Banking Data from that account, from the point of the connection being terminated; and
 - (b) if the connection to the Customer's account expires, without being terminated by the Customer, then the Open Banking Data already collected from the Customer's account may be used for the provision of the Services for a period of 12 months from the date on which the connection expires.

General:

10. The Buyer acknowledges and agrees that:

- (a) the intended effect of the Permitted Purpose set out above is that the Buyer's use of the Open Banking Services is limited to the agreement given by the Customer for use of the Open Banking Data with lenders;
 - (b) the Supplier is not able to guarantee that it will be able to provide the Open Banking Data, as the Services are reliant on third party data sources making the Account Information available and on there being sufficient Account Information available;
 - (c) the Supplier's data categorisation services may include the use of machine learning and automated intelligence statistical techniques ("AI Techniques"). By their very nature, AI Techniques acquire additional knowledge each time they analyse data;
 - (d) the Supplier (or and the Supplier Group Company as the case may be) retains all Intellectual Property Rights derived, prepared or generated pursuant to the analysis of the Account Information;
 - (e) where the Supplier informs the Buyer of an error in the Open Banking Data (as notified to the Supplier by a User exercising their data subject rights under the Data Protection Legislation), the Buyer shall update, delete or otherwise rectify (as appropriate) the relevant Open Banking Data it holds in compliance with Data Protection Legislation.
11. The Buyer acknowledges that if any provider of a data source requires the Supplier to pay any fees to access data, the Supplier may remove such data source from the scope of the Services, unless the Buyer agrees to pay additional fees (to be agreed between the parties).
12. The Buyer acknowledges and agrees that in relation to the Open Banking data contained in the Open Banking Data:
- (a) such data may originate from either sole bank accounts or joint bank accounts;
 - (b) such data will not identify or distinguish whether any particular transaction or set of transactions originates from a sole bank account or a joint bank account; and
 - (c) the Buyer accepts the data on an "as-is" basis and shall be solely responsible for any decisions or actions taken based on such data without regard to the underlying account ownership.

Data Processing

13. The sharing of Personal Data comprised in the Open Banking Data on a Controller to Controller basis shall be governed by this Call-Off Contract.
14. For the avoidance of doubt, the Supplier is the AISP and the Account Information will be retained by the Supplier in accordance with the Applicable Law and in accordance with the AISP requirements.
15. the Supplier is a data controller in respect of the Account Information data used and shall ensure that it has notified each Customer regarding the purposes for which it will use the Customer's Account Information in accordance with the requirements of the PSRs and all Applicable Law.

APPENDIX - ROYAL MAIL NCOA® ALERT DATA – END USER AGREEMENT

The Royal Mail has stipulated that the following terms and conditions (the “Minimum Terms”) shall apply to a Buyer of the Supplier who is licensed to receive Royal Mail NCOA® Alert Data. These terms and conditions have been imposed and the Supplier has no authority or ability to agree to any amendments.

In this Appendix, references to “the End User” are references to the Buyer, references to “the Licensee” are references to the Supplier and the following terms have the following meanings:

"Applicant"	an applicant for the End User's products or services;
"Applicant Record"	the name and address (and, where available, the date of birth) of an Applicant which have been lawfully and fairly obtained by the End User for the purpose of verifying the Applicant's application for the relevant product or service of the End User;
"DPA"	the Data Protection Act 1998;
"EEA"	the European Economic Area comprising, for the time being, the EU member states, Norway, Iceland and Liechtenstein;
"Intellectual Property Rights"	all intellectual property rights including copyright and related rights, database rights, trademarks and trade names, patents, topography rights, design rights, trade secrets, know-how, and all rights of a similar nature or having similar effect which subsist anywhere in the world, whether or not any of them are registered and applications for registrations, extensions and renewals of any of them;
"Match"	each instance where any of the name and address (and, where available, the date of birth) fields within an Applicant Record is identified as the same as or is an abbreviation, extension or variation of the full name and Old Address (and, where available, the date of birth) fields included in the NCOA® Alert Data;
"NCOA ® Alert Data"	the Redirection Data and Non-Redirection Data licensed to the Licensee by Royal Mail which is comprised in the Product and shared with the End User by way of an Output;
"New Address"	the address specified by a Redirection Customer as that to which mail should be redirected (as subsequently amended by Royal Mail, if necessary, to ensure that the address information is correct for Royal Mail's postal purposes);
"Non-Redirection Data"	data collected from databases or sources other than the Redirection Forms;
"Old Address"	the address specified by a Redirection Customer as that from which mail should be redirected (as subsequently amended by Royal Mail, if necessary,
"Outputs"	the elements of the NCOA® Alert Data which shall be provided to the End User in the case of a Match;
"Permitted Purpose "	to search for and identify Matches in order to find out where a mail redirection is or has been in place or is pending in the name of an Applicant for the explicit purpose of verifying the identity of the

	Applicant for the prevention of fraud including cases of money laundering and impersonation of the Applicant;
"Product"	any product, service or other solution which is modified or enhanced by, incorporated with, created using, derived from or involves the supply or the making available of, the Outputs;
"Redirection Customer"	a customer of the Redirection Service;
"Redirection Data"	data collected from the Redirection Forms completed by Redirection Customers;
"Redirection Form"	the application form completed by individuals who wish to use the Redirection Service;
"Redirection Service"	Royal Mail's redirection service provided to members of the public who wish to have mail which is addressed to them forwarded from their old address to their new address;

Licence

- In consideration of the End User complying with these Minimum Terms, the Licensee grants to the End User a non-exclusive, non-transferable, revocable sub-licence to access and use the NCOA® Alert Data accessed as part of its use of the Product in the EEA only for the Permitted Purpose.
- The End User shall not at any time, sell, deal, transfer, sub-license, distribute, commercially exploit, or otherwise make available to third parties or use for the benefit of third parties the whole or any part of the NCOA® Alert Data other than in accordance with these Minimum Terms.
- The End User shall not copy, adapt, alter, modify, or otherwise interfere with the Outputs or combine the same with other materials or data.
- The End User shall not assign, sub-contract or otherwise deal with the End User Agreement or any part of it.
- The End User shall be permitted to search for Matches either in respect of individual Applicants or a batch of Applicants at the same time.
- The End User shall not retain any Outputs and/ or information relating to Matches on Applicant Records or credit files, provided that, by way of exception and where relevant, the End User may separately retain information on Matches only for a period of up to a maximum of five years from the date of termination of the relevant customer relationship in so far as and for as long as this is necessary to comply with the Financial Services and Markets Act 2000, any statutes, statutory instruments, regulations, rules, guidance or codes of practice (and modifications and/or re-enactments of the same) issued by the Financial Services Authority and/or issued pursuant to any EU Directives on Money Laundering (including but not limited to the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2003 SI 2003/3075, and the Joint Money Laundering Steering Group guidance).
- The End User agrees to indemnify and keep indemnified Royal Mail against all losses, costs, claims and damages suffered or incurred by Royal Mail directly or indirectly as a result of a breach of any provision of these Minimum Terms by the End User.
- The End User must not withhold any product or service from an Applicant solely on the basis of a Match and the associated Outputs.
- The End User must pay the Licensee all relevant fees as specified by the Licensee for its use of the Product.

- The End User shall:
 - comply in full at all times with all requirements concerning the security processes notified to it by the Licensee in respect of the Product;
 - ensure that all details of the security processes are only provided to employees on a strictly "need to know" basis and for use only in accordance with the Permitted Purpose;
 - ensure that all details concerning the security processes are treated as confidential at all times.

Liability of Royal Mail

- The End User acknowledges that Royal Mail:
 - does not warrant the accuracy and/or completeness of the NCOA® Alert Data;
 - will not be liable for any loss or damage (whether direct or indirect or consequential) however arising from the use by the End User of, or performance of, the NCOA ® Alert Data or the Product, with the exception of death or personal injury caused by Royal Mail's negligence;
 - will not be liable to the End User in respect of any services provided by the Licensee; and
 - will not be obliged in any circumstances to provide NCOA® Alert Data or related services directly to the End User.

Intellectual Property

- The Intellectual Property Rights in NCOA® Alert Data supplied to the End User as part its use of the Product shall remain at all times the property of Royal Mail.
- The End User will not do or permit the doing of anything within its control which will prejudice in any way whatsoever the name of Royal Mail or the rights of Royal Mail in the NCOA® Alert Data and will give immediate notice to Royal Mail upon the End User becoming aware of anything which may prejudice the name of Royal Mail or the rights of Royal Mail in the NCOA® Alert Data.
- The End User undertakes to Royal Mail that it will give immediate notice to Royal Mail upon its becoming aware of any unauthorised use of the NCOA® Alert Data or any other of the Intellectual Property Rights of Royal Mail.

Confidentiality

- The End User shall keep all Outputs confidential and shall not disclose any part of it to any person except as permitted by the Licensee.

Data Protection

- The End User shall comply with the requirements of the Data Protection Act 1998 and related statutory instruments, regulations or codes or practice ("DPA") as they apply to the End User's use of the NCOA® Alert Data received through its use of the Product, and makes any notification required under the DPA.
- The End User undertakes that it will not do anything or omit to do anything which would place the Licensee or Royal Mail in breach of the DPA.

Termination

- The Licensee may terminate the End User Agreement at any time if the End User fails to comply with any of the Minimum Terms.

- The End User Agreement shall terminate in respect of the NCOA® Alert Data with immediate effect in the event that the Licensee's agreement with Royal Mail is terminated.
- The End User acknowledges that the Licensee may cease to supply or modify the Product where Royal Mail is required to cease or change the supply of NCOA® Alert Data by law or by a relevant regulatory body.

General

- The End User acknowledges and agrees that these Minimum Terms are given for the benefit of Royal Mail and that Royal Mail may enforce the benefits conferred on it under these Minimum Terms as if it were a party to the End User Agreement, in accordance with the Contracts (Rights of Third Parties) Act 1999. The End User further acknowledges and agrees that Royal Mail shall bring any action for any unauthorised use of its Intellectual Property Rights in the NCOA® Alert Data on its own behalf.
- Except as set out above, a person who is not a party to the End User Agreement may not enforce any of its provisions under the Contracts (Rights of Third Parties) Act 1999.
- These Minimum Terms may not be varied by the Licensee or the End User without the prior written consent of Royal Mail.
- These Minimum Terms are governed by English law.
- The Buyer is not permitted to receive access to the NCOA Alerts if the Buyer is a Public Body, unless agreed in writing with the Supplier and Royal Mail. Public Bodies mean those bodies listed (or is a type described) below.

Public Bodies

- 1. Police forces;**
- 2. National Crime Agency;**
- 3. HM Revenue & Customs;**
- 4. The intelligence services (these are primarily the Security Service and Government Communications HQ);**
- 5. Police Scotland;**
- 6. Prudent Regulation Authority;**
- 7. Gangmasters Licensing Authority;**
- 8. Home Office;**
- 9. Gambling Commission;**
- 10. Information Commissioner's Office;**
- 11. Serious Fraud Office;**
- 12. Criminal Cases Review Commission;**
- 13. Scottish Criminal Cases Review Commission;**

- 14. Civil Nuclear Constabulary;**
- 15. Office of the Police Ombudsman for Northern Ireland;**
- 16. Independent Office for Police Conduct;**
- 17. Child Maintenance Group;**
- 18. Force comprising the special constables appointed under section 79 of the Harbours, Docks and Piers Clauses Act 1847 on the nomination of the Dover Harbour Board;**
- 19. Force comprising the constables appointed under Article 3 of the Mersey Docks and Harbour (Police) Order 1975 on the nomination of the Mersey Docks and Harbour Company;**
- 20. Food Standards Agency; and**
- 21. Health and Safety Executive.**
- 22. Financial Conduct Authority**

APPENDIX EXHIBIT IDENTITY AUTHENTICATE – INFORM (PRIVATE SECTOR USE)

Identity Authenticate – Inform Report Details

Inform Management Information (MI):

1. The Inform MI report shows the Buyer how the current Authenticate strategy is performing, using the previous month's statistics.
2. For Buyers taking Inform MI, the report shall include metrics on:
 - o Number of records processed through Authenticate resulting in decision output
 - o Authentication decision (as a % and a volume figure)
 - o Authenticated index distribution
 - o Data counts distribution (at current and additional address where applicable)
 - o Validation score (Note: Only available if post CR44 Authenticate index is being used by the Buyer)
 - o Verification score (Note: Only available if post CR44 Authenticate index is being used by the Buyer)
 - o Age verification statistics (date of birth match level volumes and age range as percentage)
 - o Data source distribution (including granularity if enabled)
 - o High risk policy alerts

Inform Optimise:

3. The Inform Optimise report contains all the data of Inform MI, plus simulation tool capability to enable the Buyer to see what the results of potential strategy changes would be.
4. For Buyers taking the simulation tool capability in Inform Optimise, the report will include:
 - All Identity Authenticate Inform MI metrics
 - Strategy summary
 - Authenticate strategy simulation
 - High risk alerts simulation
 - Data sources simulation

Data:

5. If indicated in Section 1 of the Call-Off Contract, the Buyer will also receive the Supplier Data either standalone or in addition to Inform MI or Inform Optimise (as applicable).

General:

6. Each report will relate to either one Supplier account number or an amalgamation of data from multiple account numbers into one single amalgamated report (as applicable).
7. The report will be delivered via SFTP by the end of the 15th day of the month (ie. A report containing June data will be delivered by 15th July).

SUPPLIER TERMS AND CONDITIONS PART B

SUPPLIER TERMS AND CONDITIONS VERSION 5.1 (“TERMS AND CONDITIONS”) ADOPTED: 02/2026

SECTION A: CORE TERMS

These Core Terms shall always apply.

1. PRIMARY OBLIGATIONS AND WARRANTIES

1.1. The Supplier shall:

- 1.1.1. provide the Services in the Territory in accordance with the Specification;
- 1.1.2. use all reasonable care and skill in the performance of the Services (including in the collection and collation of any data on which the Services are based or which is comprised within the Services); and
- 1.1.3. use suitably qualified personnel in the provision of the Services.

1.2. The Buyer shall provide the Supplier with any information or assistance which the parties have agreed the Buyer shall provide in order for the Supplier to perform its obligations under this Call-Off Contract and shall use all reasonable endeavours to ensure that any such information provided to the Supplier is complete, accurate and in the agreed format.

1.3. Each of the parties shall

- 1.3.1. where there is a Project Timetable, use all reasonable endeavours to perform its obligations under this Call-Off Contract in accordance with the Project Timetable; and
- 1.3.2. ensure that its personnel, whilst on the premises of the other party, comply with that party's reasonable requirements governing security and health and safety as have been notified to it.

1.4. Each party warrants that:

- 1.4.1. it has the full power and authority to enter into this Call-Off Contract;
- 1.4.2. it has obtained and will continue to hold all necessary licences, consents, permits and agreements required for it to comply with its obligations under this Call-Off Contract and for the grant of rights to the other party under this Call-Off Contract; and
- 1.4.3. the use by the other party as permitted by this Call-Off Contract of any information, data, software, documentation, scorecards and/or services which it provides to the other party shall not infringe any third party Intellectual Property Rights in the Territory.

1.5. The warranties expressly set out in this Call-Off Contract are the only warranties that each party gives to the other in respect of the subject matter of this Call-Off Contract. All other warranties, representations or terms of equivalent effect that might be implied by law are excluded to the extent permitted by law.

2. TERM

2.1. This Call-Off Contract shall be deemed to have commenced on the Commencement Date and, subject to the provisions for early termination set out in this Call-Off Contract, shall continue for the Initial Term and thereafter unless terminated by either party serving on the other not less than the Minimum Notice Period to expire on or after the end of the Initial Term.

3. PAYMENTS AND INVOICING

- 3.1. The Buyer shall pay the fees set out in the Call-Off Contract.
- 3.2. Apart from any sums which are stated in the Call-Off Contract to be payable in accordance with a specified payment timetable, all sums payable by the Buyer to the Supplier will be invoiced monthly in arrears. All invoices are payable in cleared funds within 30 days after the date of the relevant invoice. If the Buyer (acting reasonably and in good faith) believes that the amount of any invoice submitted by the Supplier under this Call-Off Contract is incorrect, the Buyer shall notify the Supplier of this and the reasons for this belief and of the amount of the invoice which it believes to be incorrect (the "Disputed Amount"). Provided that any such notification and payment of the invoice other than the Disputed Amount have been received by the Supplier by the due date for payment of the invoice (the "Due Date"), the Buyer shall be entitled to withhold payment of the Disputed Amount until the date on which the relevant dispute is resolved by the parties. Both parties shall act reasonably and promptly in attempting to resolve any such dispute.
- 3.3. If any sum payable by the Buyer to the Supplier other than a Disputed Amount is not paid in cleared funds by its due date, subject to Clause 3.2, the Supplier shall be entitled to charge interest on the overdue amount at 2% per annum above Barclays Bank plc's base rate from time to time. Interest will accrue on a daily basis from the due date up to the date of actual payment, after as well as before judgment. In addition, the Supplier shall, on giving written notice to the Buyer, be entitled to suspend provision of the Services with immediate effect until the overdue amount is paid in full.
- 3.4. If under this Call-Off Contract the Buyer agrees in the Call-Off Contract to pay a minimum fee over any particular period, and it does not meet such minimum fee requirement in that period, the Supplier shall be entitled to invoice the Buyer for the difference between the relevant fees actually payable in respect of that period and such minimum fee. Any such amount shall be payable to the Supplier as a debt.
- 3.5. All sums referred to in this Call-Off Contract are exclusive of VAT or any other similar sales or turnover tax (if applicable); such taxes shall be payable on the same payment terms as apply to the sums to which the taxes relate.
- 3.6. The fees set out in the Call-Off Contract will be fixed, save that the Supplier shall be entitled to increase the fees on the date(s) set out in the Call-Off Contract (or, if none, then each anniversary of the Commencement Date) by such percentage as is equal to the percentage increase in the Relevant Index for the most recent period of 12 consecutive months for which figures are available.

4. NATURE AND USE OF THE SERVICES

- 4.1. The Supplier's services are not intended to be used as the sole basis for any business decision, nor to relieve the Buyer of its obligation to comply with its own obligations under Applicable Law. Supplier Data is based upon data which is provided by third parties, the accuracy and/or completeness of which it would not be possible and/or economically viable for the Supplier to guarantee. The Supplier's services also involve models and techniques based on statistical analysis, probability and predictive behaviour. The Buyer acknowledges that it is prudent to use, and it is responsible for using, the Services as one of a number of factors in its decision-making process, and for determining those other factors. Therefore, the Supplier will be liable if it fails to comply with its obligation under Clause 1.1.2 but the Supplier is not able to accept any other liability for:
 - 4.1.1. any inaccuracy, incompleteness or other error in the Supplier Data which arises as a result of data provided to the Supplier by the Buyer or any third party; or
 - 4.1.2. any failure of the Services to achieve any particular result for the Buyer or any Permitted User.
- 4.2. The Buyer agrees that it will:

- 4.2.1. use the Services, and/or Supplier Materials provided under this Call-Off Contract, for the Permitted Purpose only and in accordance with any Documentation;
- 4.2.2. not sell, transfer, sub-license, distribute, commercially exploit or otherwise make available to, or use for the benefit of, any third party any of the Services, and/or Supplier Materials provided under this Call-Off Contract, except as specifically permitted by this Call-Off Contract;
- 4.2.3. not (and will not allow any third party to) adapt, alter, modify, reverse engineer, de-compile or otherwise interfere with any Supplier Materials provided under this Call-Off Contract without the prior written consent of the Supplier or as otherwise permitted by law; and
- 4.2.4. only take such copies of the Supplier Materials as are reasonably required for the use of the Supplier Materials in accordance with this Call-Off Contract.

5. COMPLIANCE AND AUDIT

- 5.1. Each party shall in connection with the provision or use of the Services (as appropriate) comply with all Applicable Laws which are applicable to that party.
- 5.2. Each party shall permit the other (on reasonable notice and during normal working hours and (save where the party being audited is, or is reasonably suspected of being, in material breach of this Call-Off Contract) no more than once per Contract Year) to audit the first party's compliance with its obligations under this Call-Off Contract in relation to the use of any software, data or other materials. If either party wishes to carry out an additional audit in any Contract Year, it shall reimburse the party being audited for any costs reasonably and properly incurred in connection with supporting such additional audit. The party carrying out the audit shall:
 - 5.2.1. observe the other party's procedures relating to the protection of confidential information about any clients or customers of the other party; and
 - 5.2.2. take all reasonable steps to minimise disruption to the other party's business during such audit.
- 5.3. User Access Devices are (where applicable) provided by the Supplier to enable the Buyer to access and use the Services in accordance with the terms of this Call-Off Contract. The Buyer shall ensure that any User Access Device(s) are not copied, interfered with and/or used in any unauthorised way.
- 5.4. It is the Buyer's responsibility to inform the Supplier of any unauthorised use and/or disclosure of any User Access Device so that the Supplier can suspend or disable that User Access Device as appropriate. The Buyer shall remain liable for any and all fees for the Services incurred in connection with the use of any User Access Device, until the Buyer has informed the Supplier.
- 5.5. Each party will cooperate and share information with the other as reasonably necessary from time to time (including in circumstances where the parties may individually or collectively have caused harm to end consumers) to ensure that both parties discharge their regulatory obligations, and in order to help achieve positive consumer outcomes.
- 5.6. Consumer Duty (where applicable). Without prejudice to the general obligations under Clause 5.5 in respect of consumer harm, each of the parties agree that in the event Consumer Duty applies in the provision or use of the Services (as appropriate), the parties shall comply with Consumer Duty and the following provisions will apply:
 - 5.6.1. Where Consumer Duty applies in the Buyer's use of Services the Buyer must determine itself how to distribute products in a way that supports good customer outcomes.
 - 5.6.2. Permitted Purpose. The Buyer must comply with the provisions of Clause 15.1 including (but not limited to) using the Services in accordance with the Permitted Purpose and any other provisions relating to use of the Services or restrictions on the use of the

Services set out in the Call-Off Contract. In addition to any audit rights described within this Clause 5, the Supplier reserves the right to assess and monitor whether the Buyer is in compliance with the Permitted Purpose and any usage rights and restrictions in the Call-Off Contract and its obligations under this Call-Off Contract. The Buyer will provide the Supplier with any materials the Supplier reasonably requests in order to conduct such an assessment. The Buyer is also obligated to report back to the Supplier any non-compliances with the Permitted Purpose and any usage rights or restrictions. In the event that in the Supplier's reasonable judgement the Buyer's use of the Services is not compliant with the Permitted Purpose or any usage rights and restrictions set out in the Call-Off Contract or the Buyer is in breach of its obligations in relation to Consumer Duty, the following process applies:

- 5.6.2.1. the Supplier will notify the Buyer in writing specifying the non-compliance and grant the Buyer 15 days to remedy any non-compliances and ensure its use of the Services complies with the Permitted Purpose and any usage rights and restrictions.
- 5.6.2.2. If the Supplier in its sole discretion judges the Buyer to still be non-compliant after such remediation period set out in Clause 5.6.2.1, the Supplier reserves the right to suspend the Buyer's use of the Services by serving written notice and grant the Buyer a period of remediation of 28 days after receipt of the suspension notice within which to remedy the non-compliance.
- 5.6.2.3. In the event of the non-compliance being remedied within the remediation period set out in Clause 5.6.2.2 the Supplier will lift the suspension. Otherwise, the Supplier reserves the right to terminate this Call-Off Contract immediately by serving written notice to the Buyer in the event that either:
 - 5.6.2.3.1. the non-compliance is not capable of remedy; or
 - 5.6.2.3.2. the non-compliance is capable of remedy and the Buyer has failed to remedy the non-compliance in accordance with the timelines set out in Clause 5.6.2.2 above.
- 5.6.3. Cross-cutting Rules. The following provisions apply:
 - 5.6.3.1. the parties agree to act in good faith towards retail customers;
 - 5.6.3.2. the parties must avoid causing foreseeable harm to retail customers; and
 - 5.6.3.3. the parties must enable and support retail customers to pursue their financial objectives.
- 5.6.4. Pricing. The Buyer acknowledges that it is its responsibility to ensure it provides fair value and complies with pricing obligations it has under Consumer Duty and the Buyer confirms it will evidence its compliance with PRIN 2A.4 under Consumer Duty.
- 5.6.5. Monitoring. The Supplier reserves the right to assess and monitor whether the Buyer is in compliance with Consumer Duty and is providing good outcomes for retail customers.

The Buyer must monitor the outcomes retail customers receive from any Supplier products, the communications it has with retail customers and the customer support it provides to retail customers. The Buyer agrees to share with the Supplier any documentation or management information ("MI") the Buyer generates as a result of its outcome monitoring involving Supplier products.

- 5.6.6. Reporting. The following provisions apply:
- 5.6.6.1. if the Buyer identifies that it or another firm in its distribution chain is not delivering good outcomes for retail customers, it must promptly notify the Supplier; or
 - 5.6.6.2. where either party identifies or becomes aware of a communication produced by another firm in its distribution chain that is not delivering good outcomes for retail customers, it must promptly notify the issue to the relevant firm in the distribution chain (which may include the other party to this Call-Off Contract); and
 - 5.6.6.3. notwithstanding any suspension of the Services, each party is obligated under Consumer Duty to notify the Financial Conduct Authority if it becomes aware that any other firm in the distribution chain is not or may not be complying with Principle 12 under Consumer Duty. Each party shall be responsible for its own costs incurred in such reporting.
- 5.7. Without prejudice to the general obligations under Clause 5.1, each of the parties shall in connection with this Call-Off Contract:
- 5.7.1. comply with the Anti-Corruption Requirements and the Anti-Slavery Requirements;
 - 5.7.2. not engage in any activity, practice or conduct which would constitute either a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017, a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017.
- 5.8. Each party shall have and shall maintain in place throughout the Term its own policies and procedures to ensure compliance with Clause 5.6, including adequate procedures under the Bribery Act 2010, and will enforce them where appropriate.
- 5.9. Each party shall promptly report to the other:
- 5.9.1. any request or demand for any undue financial or other advantage of any kind received in connection with this Call-Off Contract;
 - 5.9.2. any slavery or human trafficking in a supply chain which has a connection with this Call-Off Contract;
 - 5.9.3. any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017, in connection with the performance of this Call-Off Contract.
- 5.10. If, as a result of (a) any changes in Applicable Law (including any reasonable interpretation thereof); (b) any changes in the supply of third party data used in connection with the Services; or (c) a security vulnerability (other than a Personal Data Breach) which the Supplier reasonably considers may cause consumer harm, the Supplier considers the Services to have become Affected Services the Supplier will be entitled to do one of the following (as applicable) on giving prior written notice to the Buyer (and the Supplier shall, where possible, use reasonable endeavours to give three months written notice):

- 5.10.1. suspend and modify the Affected Services as necessary; or
- 5.10.2. procure alternative data, the same as or similar to the data used in the Affected Services; or
- 5.10.3. terminate this Call-Off Contract without liability in respect of those Affected Services.

6. CONFIDENTIALITY

- 6.1. Each party shall, in respect of the Confidential Information for which it is the recipient:
 - 6.1.1. keep the Confidential Information strictly confidential and not use or disclose any part of such Confidential Information to any person except as permitted by or as required for the performance of the recipient's obligations under this Call-Off Contract; and
 - 6.1.2. take all reasonable steps to prevent unauthorised access to the Confidential Information.
- 6.2. The parties may disclose the Confidential Information for which it is the recipient to, and allow its use in accordance with this Call-Off Contract by, the following (as long as the conditions in Clause 6.3 are met):
 - 6.2.1. employees and officers of the recipient who necessarily require it as a consequence of the performance of the recipient's obligations under this Call-Off Contract;
 - 6.2.2. the recipient's auditors, bankers, lawyers and accountants solely for the purposes of providing professional advice and any other persons or bodies having a legal right or duty to have access to, or knowledge of, the Confidential Information in connection with the business of the recipient;
 - 6.2.3. the recipient's Group Companies for reasonable reporting purposes;
 - 6.2.4. (in the case of the Buyer being the recipient) Permitted Users to the extent required to exercise the Permitted User Rights;
 - 6.2.5. (in the case of the Supplier being the recipient), agents and/or sub-contractors of the Supplier who reasonably require it as a consequence of the performance of the Supplier's obligations under this Call-Off Contract.
- 6.3. As a condition of the rights set out in Clause 6.2 the party wishing to exercise the rights must:
 - 6.3.1. ensure that any person to whom it discloses Confidential Information is under an obligation of confidentiality which is substantially the same as set out in this Clause 6 in relation to such Confidential Information; and
 - 6.3.2. procure that such persons observe the restrictions in this Clause 6.
- 6.4. The restrictions in Clause 6.1 do not apply to any information to the extent that it:
 - 6.4.1. is or comes within the public domain other than through a breach of Clause 6.1; or
 - 6.4.2. is in the recipient's possession (with full right to disclose) before receipt from the other party; or
 - 6.4.3. is lawfully received from a third party (with full right to disclose); or
 - 6.4.4. is independently developed by the recipient without access to or use of the Confidential Information of the disclosing party; or
 - 6.4.5. is required to be disclosed by law or by a court of competent jurisdiction or by any regulatory body or in accordance with the rules of any recognised stock exchange.
- 6.5. The parties acknowledge that from time to time the parties may discuss the provision of additional and/or new products and services by the Supplier to the Buyer and/or that the Supplier may bid

to provide new products and/or services to the Buyer (whether as part of a formal tender process or not). In such circumstances the parties agree that:

- 6.5.1. the terms of this Clause 6 shall apply to any such discussions or bid (including any documents issued in relation to the bid) and any ideas and output developed as part of those discussions and/or bid;
 - 6.5.2. references in this Clause 6 to a recipient's obligations and the purposes of this Call-Off Contract shall be deemed to refer to the assessment of the provision of goods/services by the Supplier to the Buyer; and
 - 6.5.3. the recipient shall return to the other party all materials containing the other party's Confidential Information immediately upon demand by the other party.
- 6.6. Where the Supplier processes Personal Data contained within Buyer Data, the terms of Clause 18 shall govern such processing and Personal Data contained within Buyer Data shall not therefore be considered Confidential Information for the purposes of this Clause 6.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1. All Intellectual Property Rights in the Buyer Materials will remain vested in the Buyer (or its relevant licensors) and to the extent that any rights in such materials vest in the Supplier by operation of law, the Supplier hereby assigns such rights to the Buyer.
- 7.2. All Intellectual Property Rights in the Supplier Materials and the Derivative Output will remain vested in the Supplier (or its relevant licensors) and to the extent that any rights in such data or materials vest in the Buyer by operation of law, the Buyer hereby assigns such rights to the Supplier.
- 7.3. Each party:
 - 7.3.1. acknowledges and agrees that it shall not acquire or claim any title to any of the other party's Intellectual Property Rights (or those of the other party's licensors) by virtue of the rights granted to it under this Call-Off Contract or through its use of such Intellectual Property Rights;
 - 7.3.2. agrees that it will not, at any time, do, or omit to do, anything which is likely to prejudice the other party's ownership (or the other party's licensors' ownership) of such Intellectual Property Rights; and
 - 7.3.3. agrees not to remove, suppress or modify in any way any proprietary marking, including any trade mark or copyright notice, on or in the materials of the other party and agrees to incorporate any such proprietary markings in any copies it takes of such materials.

8. THIRD PARTY CLAIMS

- 8.1. Subject to Clause 8.2, each party shall fully indemnify the other party against:
 - 8.1.1. any amounts paid by the indemnified party to any third party as a result of or in connection with any claim which that third party brings against the indemnified party alleging that its Intellectual Property Rights are infringed by the provision by the indemnifying party to the indemnified party of the indemnifying party's Materials or the use of the indemnifying party's Materials by the indemnified party as permitted by the terms of this Call-Off Contract; and
 - 8.1.2. any associated legal expenses reasonably and properly incurred.
- 8.2. The indemnities in Clause 8.1 shall not apply to the extent that any claim arises as a result of use of any infringing Materials supplied or developed by the indemnified party, and are subject to the

indemnified party:

- 8.2.1. notifying the indemnifying party promptly on becoming aware of any matter or claim to which the indemnity might relate;
 - 8.2.2. not making any admission, settlement or payment in respect of such matter or claim, other than a payment made pursuant to a court order, without the prior written consent of the indemnifying party (such consent not to be unreasonably withheld or delayed); and
 - 8.2.3. allowing the indemnifying party, where appropriate, to appoint legal advisers of its choice and to conduct and/or settle negotiations and/or proceedings relating to such matter or claim and the indemnified party shall comply with the indemnifying party's reasonable requests in the conduct of any such negotiations and/or proceedings.
- 8.3. If any claims are made, or in the Supplier's reasonable opinion are likely to be made, by any third party alleging that its Intellectual Property Rights are infringed by the Buyer's use of the Supplier Materials as permitted by the terms of this Call-Off Contract, the Supplier may at its sole option and expense:
- 8.3.1. procure for the Buyer the right to continue using the relevant Supplier Materials (or any part of them) in accordance with the terms of this Call-Off Contract; and/or
 - 8.3.2. modify the relevant Supplier Materials to avoid the infringement or replace the relevant Supplier Materials with non-infringing materials, whilst still providing the same, or substantially similar, functionality to the infringing materials.

9. LIMITS ON LIABILITY

- 9.1. Neither party excludes or limits its liability to the other for any of the following (and nothing in this Call-Off Contract shall be construed as excluding or limiting such liability):
- 9.1.1. for breach of its obligations under section 12 Sale of Goods Act 1979 or section 2 Supply of Goods and Services Act 1982;
 - 9.1.2. for personal injury or death resulting from its negligence or that of its employees, agents and/or sub-contractors by operation of Section 2(1) of the Unfair Contract Terms Act 1977;
 - 9.1.3. for breach of Clause 6;
 - 9.1.4. for any matter which it would be illegal for that party to exclude and/or limit, or attempt to exclude and/or limit, its liability; or
 - 9.1.5. for that party's fraud or fraudulent misrepresentation.
- 9.2. The liability of each party to the other (whether in contract, negligence, breach of statutory duty or under any indemnity or otherwise) in respect of any claims for the damage to or loss of tangible property (excluding claims for loss or corruption of, or damage to, data contained on any tangible media) shall be limited to £1 million per claim or series of claims arising from any one incident.
- 9.3. Except as provided in Clauses 9.1, 9.2, and 9.4, the liability of each party to the other in respect of any claims (whether in contract, negligence, for breach of statutory duty or under any indemnity or otherwise) brought under or in connection with this Call-Off Contract shall be limited as follows:
- 9.3.1. for all claims arising in the first Contract Year, liability shall be limited in aggregate to the Initial Contract Value;
 - 9.3.2. for all claims arising in any subsequent Contract Year liability shall be limited in aggregate to the fees (excluding VAT) paid by the Buyer to the Supplier under this Call-Off Contract in the previous Contract Year.

- 9.4. The limitations in Clause 9.3 shall:
- 9.4.1. not apply to the indemnity given under Clause 8.1;
 - 9.4.2. not apply to any liability of either party under Clause 18.5;
 - 9.4.3. be in addition to the obligation of the Buyer to pay the fees and charges under this Call-Off Contract.
- 9.5. Subject to Clause 9.1, neither party shall be liable to the other (whether in contract, negligence, for breach of statutory duty or under any indemnity or otherwise) for:
- 9.5.1. any indirect or consequential loss;
 - 9.5.2. the following types of financial loss: loss of profits; loss of earnings; loss of business or goodwill; even if that party had notice of the possibility of the other party incurring such losses; or
 - 9.5.3. the following types of anticipated or incidental losses: loss of anticipated savings; increase in bad debt; failure to reduce bad debt; even if that party had notice of the possibility of the other party incurring such losses.

10. TERMINATION

- 10.1. Either party shall be entitled to terminate this Call-Off Contract immediately by serving written notice on the other party in the following circumstances:
- 10.1.1. if the other party commits a material breach of any of its obligations under this Call-Off Contract which is not capable of remedy;
 - 10.1.2. if the other party commits a material breach of any of its obligations under this Call-Off Contract which is not remedied within 28 days after receipt of a notice from the party not in breach specifying the breach, requiring its remedy and making clear that failure to remedy may result in termination;
 - 10.1.3. if the other party has passed a resolution for its winding up or is subject to a petition presented to any court for its winding-up (save, in either case, for a voluntary winding-up for the purpose of a voluntary reconstruction or amalgamation), is the subject of an application for administration, or a notice of intention to appoint an administrator, filed at any court, or is dissolved or declared bankrupt, or has a receiver, administrator or administrative receiver appointed over all or part of its assets, or enters into an arrangement with its creditors, or suspends or threatens to suspend payment of its debts or is unable to pay its debts within the meaning of section 123 Insolvency Act 1986, or ceases to trade or takes or suffers any similar action;
 - 10.1.4. upon becoming aware at any time that Sanctions apply to or otherwise target the other party or the other party is on an applicable Sanctions list maintained by such Sanctions Authority as apply to the party giving notice ("Notifying Party"), and that such listing prevents or materially affects the Notifying Party's ability to (as applicable) provide or receive the Services or give or receive payment or makes it impossible, impracticable or unlawful for the Notifying Party to perform any of its obligations or exercise any of its rights under this Call-Off Contract. In addition, if the Supplier becomes aware that Sanctions apply to or otherwise target a Permitted User of the Buyer or a Permitted User is on a Sanctions list, the Supplier shall be entitled to terminate the Permitted User Rights immediately on serving written notice on the Buyer. In the event that the Supplier becomes aware that Sanctions apply to or otherwise target a Group Company of the Buyer or the Group Company of a Buyer is on a Sanctions list or the Buyer is directly or indirectly owned or controlled by a Sanctions Restricted Person, the Supplier shall be entitled to either suspend the Services provided under this Call-Off Contract or terminate

this Call-Off Contract, even if Sanctions do not apply to or otherwise target the Buyer itself or the Buyer itself is not on a Sanctions list;

- 10.1.5. where a Change in Law renders some or all of the activities of that party in connection with this Call-Off Contract illegal or unlawful and no action that party could reasonably be expected to take can make such activities legal and lawful.
- 10.2. Termination of this Call-Off Contract (or of any element of it) shall not affect any rights, obligations or liabilities of either party:
 - 10.2.1. which have accrued before termination; or
 - 10.2.2. which are intended to continue to have effect beyond termination.
- 10.3. Upon termination of this Call-Off Contract (or the relevant elements of it) and subject to Clause 10.4:
 - 10.3.1. the parties shall each promptly return the Confidential Information of the other party to its owner;
 - 10.3.2. the Buyer shall, at the Supplier's request either return any Supplier Materials to the Supplier or destroy such materials and, if destroyed, provide a certificate stating that such materials have been destroyed; and
 - 10.3.3. The Supplier shall promptly return any Buyer Materials to the Buyer on request.
- 10.4. The obligations under Clause 10.3 shall not apply where it is necessary to retain any Confidential Information, Supplier Materials or Buyer Materials to exercise any rights granted under this Call-Off Contract which are intended to survive termination of this Call-Off Contract and/or to the extent that retention is required by law or any applicable governmental or regulatory authority, for audit requirements or handling of any consumer complaints, or where electronic records have been automatically backed up to a backup or recovery system in the ordinary course of business for disaster recovery purposes. The terms of this Call-Off Contract (including Clause 6 and 18) shall continue to apply to any information or materials retained.
- 10.5. The licences granted by the Supplier under this Call-Off Contract will automatically expire on termination of this Call-Off Contract for any reason and the Buyer shall, other than as set out in Clause 10.4, cease to use all Supplier Materials (unless any licence is expressed in the Call-Off Contract to be perpetual in which case such licence and any terms relating to the extent and/or exercise of that licence shall remain in force notwithstanding termination of this Call-Off Contract, except if termination is by the Supplier pursuant to Clause 10.1).

11. FORCE MAJEURE

- 11.1. Neither party will be liable for any delay or failure in the performance of its obligations under this Call-Off Contract if such delay or failure is due to an event of Force Majeure.
- 11.2. If the Force Majeure persists for a period of 28 days or more, the party not claiming Force Majeure may give notice to the other to terminate this Call-Off Contract with effect from a date specified in the notice without penalty or other liability (except for any liability on the Buyer to pay accrued fees).

12. SEVERANCE

- 12.1. If any court or competent authority finds that any provision of this Call-Off Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Call-Off Contract shall not be affected.
- 12.2. If any invalid, unenforceable or illegal provision of this Call-Off Contract would be valid,

enforceable and legal if some part of it were deleted, the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.

13. NOTICES

13.1. Any notices to be sent by one party to the other in connection with this Call-Off Contract except for the service of Court proceedings shall be in writing and shall be sent by first class post (or equivalent service offered by the postal service from time to time) to either the addresses of each party as set out in this Call-Off Contract or to the registered office addresses of each party (and in the case of notices sent to the Supplier, with a copy to the Supplier's Legal Department).

13.2. Notices shall be deemed to have been duly given two clear days after the date of posting.

If either party notifies the other party of a change to its details for the purposes of Clause 13.1, such notification shall only be effective on the date specified in such notice or seven days after notice is given, whichever is later.

14. GENERAL

14.1. If either party fails to exercise a right or remedy that it has or which arises in relation to this Call-Off Contract, such failure shall not prevent that party from exercising that right or remedy subsequently in respect of that or any other incident.

14.2. A waiver of any breach or provision of this Call-Off Contract shall only be effective if it is made in writing and signed on behalf of the party who is waiving the breach or provision. Any waiver of a breach of any term of this Call-Off Contract shall not be deemed a waiver of any subsequent breach and shall not affect the enforceability of any other term of this Call-Off Contract.

14.3. This Call-Off Contract and all matters arising out of it shall be governed by, and construed in accordance with, the laws of England. The English courts shall have exclusive jurisdiction over any claim or matter which may arise out of or in connection with this Call-Off Contract.

14.4. Variations of this Call-Off Contract shall not be effective unless recorded in writing signed by the parties (signature may be made by electronic signature); variations in electronic form shall not count as variations recorded in writing. However, variations to the Call-Off Contract made in accordance with any agreed change control procedure shall be effective.

14.5. Neither party may assign, transfer, charge or deal in any other manner with this Call-Off Contract or any of its rights under it, or purport to do any of these things, without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).

14.6. This Call-Off Contract sets out all the terms agreed between the parties relating to the subject matter of this Call-Off Contract and supersedes any previous Call-Off Contract between the parties (whether oral or written) relating to the same subject matter. Each party acknowledges that in entering into this Call-Off Contract it does not rely on, and shall have no remedies in respect of, any warranty or representation (whether made innocently or negligently) that is not set out in this Call-Off Contract. Nothing in this Clause shall limit or exclude any liability for fraudulent misrepresentations.

14.7. Except as expressly provided in Clause 19.1.2, a person who is not a party to this Call-Off Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any term of this Call-Off Contract. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Call-Off Contract are not subject to the consent of any other person.

14.8. Each party shall, at the reasonable request and cost of the other party, do whatever is reasonably

required to give the other party the full benefit of all the provisions of this Call-Off Contract.

14.9. This Call-Off Contract may be executed in any number of counterparts.

14.10. Nothing in this Call-Off Contract is intended to, or shall, operate to:

- 14.10.1. create a partnership or joint venture of any kind between the Buyer and the Supplier;
- 14.10.2. authorise either party to act as agent for the other party; or
- 14.10.3. authorise either party to act in the name or on behalf of, or to otherwise bind, the other party in any way.

14.11. In this Call-Off Contract:

- 14.11.1. any reference to a statutory provision includes a reference to any modification or re-enactment of it from time to time;
- 14.11.2. references to Clauses are to the clauses of the particular section of the Supplier Terms and Conditions in which they appear, unless reference is made to another set of Supplier Terms and Conditions;
- 14.11.3. references to Call-Off Contracts are to the Call-Off Contract;
- 14.11.4. the singular includes the plural and vice versa;
- 14.11.5. the headings are for ease of reference only and shall not affect the construction or interpretation of this Call-Off Contract;
- 14.11.6. where any matter is to be agreed, such Call-Off Contract must be recorded in writing; and
- 14.11.7. wherever the words “including”, “include”, “includes” or “included” are used they shall be deemed to be followed by the words “without limitation” unless the context otherwise requires.

14.12. The contents of the Call-Off Contract shall prevail over the contents of these Terms and Conditions to the extent of any conflict or inconsistency.

SECTION B: DATA AND MATERIALS TERMS

These terms relating to data and materials are supplemental to the Core Terms, and apply only if either party provides data and/or materials to the other party.

15. PROVISION OF DATA AND MATERIALS

- 15.1. The Supplier grants the Buyer (subject to Clauses 4.2 and 10.5) a non-exclusive non-transferable licence to use any Supplier Materials provided as part of the Services for the Permitted Purpose on any licence terms identified in the Call-Off Contract. Such licence to use any Supplier Materials is granted to the Buyer for the benefit of the Buyer's UK business. The licence granted under this Clause is made separately in respect of each individual element of the Supplier Materials and commences on the day that each element of the Supplier Materials is first made available to the Buyer.
- 15.2. The use by the Buyer of any Services which are dependent upon data derived from a Data Sharing Scheme is conditional upon the Buyer complying with the relevant Data Sharing Scheme Rules which are in force from time to time and any requirements in order to comply with Applicable Law.
- 15.3. If at any time the condition in Clause 15.2 is not satisfied, the Supplier shall be entitled to discontinue the provision of any and all Services which utilise data from the relevant Data Sharing Scheme.

- 15.4. The licence granted pursuant to Clause 15.1 does not permit, and therefore the Buyer shall not use, or allow any third party to use, Supplier Materials to develop, improve, train, validate or benchmark any artificial intelligence, machine learning or similar technologies, systems and agents (all collectively “**AI Technologies**”).
- 15.5. Any technology, information, data or materials created using the Supplier Materials in breach of this Clause shall be owned by the Supplier, treated as Supplier Confidential Information and the Buyer hereby assigns all Intellectual Property Rights in the same to the Supplier.
- 15.6. The Supplier’s rights under Clause 5 shall apply to assessing the Buyer’s compliance with Clause 15.4.

16. BUYER OBLIGATIONS

- 16.1. In addition to the obligations set out in the Clause 5.3, the Buyer shall comply with the Supplier’s reasonable instructions and security guidelines relating to access to the Supplier’s systems, including those set out at <https://ssp.uk.experian.com/securecontrol/securityGuidelines.html>.
- 16.2. In order to protect the integrity of the Supplier Data used in connection with the Services, the Buyer shall:
- 16.2.1. comply with the Supplier’s reasonable instructions and guidelines relating to data security, including those set out at <https://www.experian.com/content/dam/marketing/na/procurement/TPSMS029-Experian-Security-Requirements.pdf>, and where included, in the Call-Off Contract;
- 16.2.2. not copy, interfere with and/or use in any unauthorised way any digital certificate, web certificate or any other security device provided by the Supplier.

17. USE OF BUYER MATERIALS

- 17.1. The Buyer grants the Supplier (subject to Clause 10.3) a royalty free, non-exclusive, non-transferable licence to use (and copy) the Buyer Materials solely for the purposes of:
- 17.1.1. performing this Call-Off Contract; and
- 17.1.2. complying with any requests made to the Supplier under statute and/or regulation.

18. DATA PROTECTION

- 18.1. Without prejudice to the general obligations under Clause 5.1 each of the parties shall in the provision or use of the Services (as appropriate) comply with all applicable Data Protection Legislation.
- 18.2. Each party warrants that it shall implement appropriate technical and organisational measures to ensure a level of data security relating to the Personal Data of the other party appropriate to the risk presented by the Processing.
- 18.3. The Buyer instructs the Supplier to, and agrees that the Supplier may, process the Buyer Data for the Call-Off Contract Purposes.
- 18.4. There are circumstances in which the Supplier will or may be a Processor of Buyer Data. When, and to the extent that from time to time, the Supplier is a Processor of Buyer Data:
- 18.4.1. the Supplier shall process the Buyer Data only in accordance with the Buyer’s documented instructions referred to in Clause 18.3 (including with regard to transfers of Personal Data to a third country) and any other instructions agreed by the parties from time to time, unless the Supplier is required to process the Buyer Data to comply with Applicable Law (in which case, the Supplier shall inform the Buyer of that legal

- requirement before Processing, unless that law prohibits such information on important grounds of public interest);
- 18.4.2. (subject to the authorisation granted under Clause 18.4.4) Buyer authorises the international transfer of Buyer Data where (i) reasonably necessary for the performance, maintenance or support of the Services; or (ii) where the Supplier is required to conduct an international transfer in order to comply with Applicable Law (in which case, the Supplier shall inform the Buyer of that legal requirement before processing, unless Applicable Law prohibits such communication on important grounds of public interest);
 - 18.4.3. the Supplier shall ensure that persons authorised to process the Buyer Data have committed themselves to confidentiality;
 - 18.4.4. Buyer provides general authorisation to the Supplier's use of Sub-processors to provide Processing activities on Buyer Data on behalf of the Buyer. The details of the Supplier's current Sub-processors are available via the following link: <https://www.experian.co.uk/crain/data-sub-processors>. In the event that the Supplier adds or replaces any Sub-processors during the term of this Call-Off Contract, the Supplier will update this website and provide Buyer with a mechanism to obtain notice of that update. In line with Article 28(2) of UK GDPR the Buyer has the opportunity to object to such changes. The appointment of any Sub-processor shall not relieve the Supplier of its obligations under this Call-Off Contract.
 - 18.4.5. the Supplier shall ensure that where the Supplier appoints another Processor as contemplated by Article 28(4) of the UK GDPR, that Processor is subject to contract obligations as required by that Article;
 - 18.4.6. the Supplier shall take into account the nature of the Processing the Supplier carries out as a Processor of Buyer Data and assist the Buyer by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Buyer's obligation to respond to requests for exercising the data subject rights laid down in Chapter III of the UK GDPR;
 - 18.4.7. the Supplier shall assist the Buyer in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the UK GDPR, taking into account the nature of the Processing the Supplier carries out, and the information available to the Supplier, in its capacity as a Processor of Buyer Data;
 - 18.4.8. the Supplier shall (at the request of the Buyer) comply with its obligations relating to the return or destruction of data under Clause 10.3, and to audit under Clause 5;
 - 18.4.9. the Supplier shall (at the request of the Buyer) provide the Buyer with any information which it is reasonable for the Supplier to provide to allow the Buyer to demonstrate compliance with Article 28 of the UK GDPR;
 - 18.4.10. the Supplier shall comply with its obligations under Article 28(3) of the UK GDPR to inform the Buyer immediately if in the opinion of the Supplier any instruction of the Buyer referred to in Clause 18.4.1 infringes the UK GDPR or any other relevant data protection provision;
 - 18.4.11. the Supplier shall notify the Buyer without undue delay after becoming aware of a Personal Data Breach relating to the Buyer Data.
- 18.5. Subject to Clause 18.6, if, pursuant to Article 82(4) UK GDPR, one party (the "Paying Party") has been held liable to pay compensation to a data subject for damage caused (in whole or part) by the other party ("Other Party"), the Paying Party shall, as envisaged under Article 82(5) UK GDPR, be entitled to recover from the Other Party (as a debt) any part of such compensation corresponding to damage for which the Other Party was responsible.
 - 18.6. Following receipt of a claim (or notification of an intention to make a claim) from a data subject to

which Article 82(4) UK GDPR may apply:

- 18.6.1. the party in receipt of the claim shall promptly notify the other party of the claim;
- 18.6.2. neither party shall make any admission of liability, settlement or payment in respect of such claim, other than a payment made pursuant to a court order, without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed); and
- 18.6.3. each party shall provide such cooperation and assistance as is reasonably required by the other party in connection with the claim.

SECTION C: PERMITTED USERS

These terms relating to Permitted Users are supplemental to the Core Terms and shall apply only where the Call-Off Contract states that there are Permitted Users in connection with this Call-Off Contract.

19. PERMITTED USERS

- 19.1. It may be of benefit to the Buyer for agreed third parties to have certain access to the Services. The Buyer shall therefore be entitled to allow Permitted Users to exercise the Permitted User Rights. In order to achieve this without the need for each Permitted User to contract directly with the Supplier, the Buyer agrees as follows:
 - 19.1.1. the Buyer shall procure that each Permitted User complies with all relevant provisions of this Call-Off Contract, including the obligation that the Permitted Users use the Services for the Permitted Purpose only; and
 - 19.1.2. pursuant to the Contracts (Rights of Third Parties) Act 1999, the terms of this Call-Off Contract shall be enforceable by each Permitted User (to the extent permitted by law and subject to the terms of this Call-Off Contract including Clause 19.1.3) as if each Permitted User were a party to this Call-Off Contract;
 - 19.1.3. the terms of Clause 9 (Limits on Liability) shall apply on an aggregate basis across all claims that may be brought by the Buyer and/or a Permitted User under or in connection with this Call-Off Contract;
 - 19.1.4. unless expressly agreed otherwise in the Call-Off Contract, a Permitted User must at all times be a Buyer Group Company in order to have access to the Services as set out in this Call-Off Contract. If any Permitted User is no longer a Buyer Group Company ("Ex-Permitted User"), the rights of the relevant Permitted User will automatically terminate (without further notice and without liability to the Supplier) on the date it ceases to be a Buyer Group Company and the Buyer will be liable for any acts or omissions of the Ex-Permitted User as if they were the acts or omissions of the Buyer;
 - 19.1.5. where an Ex-Permitted User has any Supplier Materials, the Buyer shall inform the Supplier in writing, and shall ensure that such Ex-Permitted User:
 - 19.1.5.1. stops use of and has no further possession of or access to such Supplier Materials; and
 - 19.1.5.2. returns to the Buyer all copies of Supplier Materials and any other equipment or software which is the property of the Supplier in its possession or control; and
 - 19.1.5.3. deletes any remaining copies of such Supplier Materials from its computer system and any other medium on which it is stored.

19.1.6. if the Buyer's rights under this Call-Off Contract terminate (for whatever reason), the Permitted Users Rights shall also automatically terminate (without further notice and without liability to the Supplier).

19.2. References to Buyer Materials in this Call-Off Contract shall be deemed to include data and materials provided by Permitted Users.

SECTION D: DEFINITIONS

In this Call-Off Contract the following words and expressions shall have the following meanings:

Word or Expression	Meaning
Affected Services	Services which the Supplier (in its reasonable opinion) considers that it can no longer provide in accordance with their Specification or that it cannot provide at all as a consequence of the trigger events set out in Clause 5.10;
Call-Off Contract Purposes	The purposes of the Supplier providing the Services as contemplated by this Call-Off Contract, and for such other purposes as the parties may agree from time to time;
Word or Expression	Meaning
Anti-Corruption Requirements	All Applicable Law relating to anti-bribery and anti-corruption including the Bribery Act 2010;
Anti-Slavery Requirements	All Applicable Law relating to anti-slavery and human trafficking including the Modern Slavery Act 2015;
Applicable Law	All legislation, regulations, legally binding rules, policies, guidance, codes of practice, instructions, notices, publications or recommendations issued by any governmental, statutory or regulatory body and any legally binding industry codes of conduct or guidelines and any other rules having equivalent force which are applicable to the provision or use of the Services under this Call-Off Contract;
Change in Law	the coming into effect of a new Applicable Law or a change in Applicable Law or a fundamental change in the judicial interpretation of Applicable Law after the date of this Call-Off Contract;
Buyer Data	Any of the data (including Personal Data) and/or databases supplied by the Buyer and provided to the Supplier in connection with this Call-Off Contract but excluding any data supplied to the Buyer by the Supplier;
Buyer Materials	Any of the items provided to the Supplier by the Buyer in connection with this Call-Off Contract and includes Buyer Data;
Commencement Date	The Commencement Date set out in the Call-Off Contract or in the absence of such date then the date that on which this Call-Off Contract is signed by the final signatory;
Confidential Information	Any and all information relating to the trade secrets, operations, processes, plans, intentions, product information, prices, know-how, designs, customer lists, market opportunities, transactions, affairs and/or business of the parties and/or to their customers, suppliers, clients or Group Companies in or on any medium or format;
Consumer Duty	As set out in Principle 12 and PRIN 2A of the Principles for Business section of the Financial Conduct Authority ("FCA") Handbook and any related rules or guidance issued by the FCA relating to the delivery of good customer outcomes for retail customers;
Contract Year	A twelve calendar month period from the Commencement Date or any anniversary of the Commencement Date, or, if this Call-Off Contract is for a Term of less than twelve calendar months, the Term;
Controller	means the definition specified in the Data Protection Legislation;
Core Terms	The provisions set out in Section A and the definitions set out in Section D of these Terms and Conditions;

Data Protection Legislation	All Applicable Law relating to data protection and privacy;
Data Sharing Scheme	Any scheme, programme, membership, information exchange, or other arrangement where certain data sharing activities are carried out subject to the relevant Data Sharing Scheme Rules;
Data Sharing Scheme Rules	The rules of the relevant Data Sharing Scheme;
Derivative Output	Information, data and materials that are derived, prepared or generated by the the Supplier and/or its sub-contractors pursuant to (and/or as a consequence of) the Services, including search footprints but excluding the Buyer Materials themselves;
Documentation	Any or all of the Specification, user documentation, product documentation, technical documentation including guidelines relating to data security and access and/or statements of functionality;
Supplier Data	Any of the data (including Personal Data) and/or databases and/or scores supplied by the Supplier to the Buyer in connection with this Call-Off Contract but excluding the Buyer Data;
Supplier Materials	Software and any materials, Documentation, Scorecards or other items developed and/or licensed by the Supplier to the Buyer in connection with this Call-Off Contract and includes Supplier Data;
Force Majeure	Any act of government or state, civil commotion, epidemic, fire, flood, industrial action or organised protests by third parties, natural disaster, war, failure of payment systems, or any event beyond the reasonable control of the party claiming to be excused from performance of its obligations;
Group Company	any company which is in relation to the Supplier or (as the case may be) the Buyer, a subsidiary, holding company or subsidiary of a holding company as the terms “subsidiary” and “holding company” are defined by section 1159 of the Companies Act 2006. “Supplier Group Company” and “Buyer Group Company” shall be interpreted in this way;
Initial Contract Value	The greater of (1) the amounts (excluding VAT) payable by the Buyer under this Call-Off Contract in the first Contract Year as specified in the Call-Off Contract; and (2) the amounts (excluding VAT) actually paid by the Buyer under this Call-Off Contract in the first Contract Year;
Initial Term	The period specified as such in the Call-Off Contract;
Intellectual Property Rights	Copyright, database right, domain names, patents, registered and unregistered design rights, registered and unregistered trade marks, and all other industrial, commercial or intellectual property rights existing in any jurisdiction in the world and all the rights to apply for the same;
Materials	means Buyer Materials or Supplier Materials, as appropriate;
Minimum Notice Period	The minimum period of notice to be served by either party to terminate this Call-Off Contract as set out in the Call-Off Contract (and if none is specified 12 months);
Permitted Users	The permitted users identified in the Call-Off Contract;
Permitted User Rights	The rights of the Permitted User set out in the Call-Off Contract;
Permitted Purpose	Unless otherwise set out in the Call-Off Contract, the internal business purposes of the Buyer and not in any event for the provision of bureau services to any third parties.
Personal Data	The definition specified in the Data Protection Legislation;
Personal Data Breach	The definition specified in the Data Protection Legislation;
Processing	The definition specified in the Data Protection Legislation;
Processor	The definition specified in the Data Protection Legislation;
Project Timetable	Any timetable expressly set out or referred to in the Call-Off Contract or otherwise agreed between the parties from time to time;
Word or Expression	Meaning

Relevant Index	(i) in respect of man day rates the relevant managerial and/or professional band of the HAY Index produced by The HAY Group Management Limited (Company No 763575) based on the financial provincial scales for systems staff in the managerial and professional bands as the case may be; and (ii) in respect of all other fees the U.K. All Items index of the Retail Prices Index as published by the Office for National Statistics (or its successor from time to time), or any official index replacing it; If any of indices referred to in (i) or (ii) above ceases to be published then a broadly equivalent index (as may be reasonably determined by the Supplier) will be used as a substitute;
Sanctions	As in force from time to time, any treaty, law regulation, decree, ordinance, order, decision, directive, policy, demand, request, rule or requirement imposed, administered or enforced from time to time by any Sanctions Authority: (a) relating to any economic, financial trade or other, sanction, restriction, embargo, import or export ban, prohibition on receipt or transfer of funds or assets or on performing services, or equivalent measure; or (b) directed at prohibiting or restricting dealings with Sanctions Restricted Person(s);
Sanctions Authority	Means any of: a) the United Kingdom; b) the European Union or any of its Member States; c) the United States of America; and the respective governmental institutions and agencies of any of the foregoing in items (a) to (c) above;
Sanctions Restricted Person	Any person or entity: (i) included on the Consolidated List of Financial Sanctions Targets maintained by Her Majesty's Treasury; (ii) included on the Consolidated List of Persons, Groups and Entities subject to European Union Financial Sanctions; (iii) included on the Specially Designated National and Blocked Persons List maintained by the United States Office of Foreign Assets Control; (iv) included on any other list of a similar nature administered by a Sanctions Authority in respect of persons or entities with whom dealings are prohibited and/or whose assets are blocked; (v) owned 50% or more of, if applicable in accordance with respective Sanctions, controlled by any person, entity or body appearing on any list referred to in items (i) to (iv);
Call-Off Contract	The Call-Off Contract or Call-Off Contracts which describe the subject matter and specific terms relating to this Call-Off Contract;
Scorecard	A statistical formula derived to aid decision making and any supporting material in relation to such formulae;
Services	The services as specified in the Call-Off Contract and all other services supplied by the Supplier to the Buyer under or in connection with this Call-Off Contract, including the provision and grant of licences in respect of any Supplier Data and/or Supplier Material;
Specification	Any document identified as a specification in the Call-Off Contract (as such document is updated by Call-Off Contract between the parties from time to time), or if none, the Supplier's standard configuration for the Services from time to time;
Sub-processor	Any person (including any third party and any Supplier Group Company but excluding an employee of the Supplier or any of its sub-contractors) appointed by or on behalf of the Supplier to process Personal Data on behalf of the Supplier in connection with the Call-Off Contract;
Term	The duration of this Call-Off Contract as determined in accordance with Clause 2.1;
Territory	The United Kingdom;
UK GDPR	the General Data Protection Regulation (1016/679), to the extent that and in the form that it is a requirement of English law from time to time;

User Access Device	Any identification code, username, password, digital certificate, web certificate or any other security device provided by the Supplier and used by the Buyer to access the Services.
--------------------	---