

**SUPPLIER TERMS AND CONDITIONS FOR THE PROVISION OF PRODUCTS AND SERVICES –
EXPERIAN KNOW YOUR BUSINESS API (“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 the Supplier Standard Services Terms at the Commencement Date, available at <https://www.Supplier.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

1. The Buyer shall not use the Supplier Data as the sole basis for any business decisions.
2. The Permitted Purpose shall be the Buyer's own internal business purposes as part of its measures to comply with legal and regulatory obligations in relation to fraud prevention and anti-money laundering.
3. The Buyer shall use the KYB API Service including any VAT Registration Numbers received as part of the KYB API Service solely for the purpose of carrying out know-your-customer checks for anti-money laundering or fraud prevention purposes.

FREEDOM OF INFORMATION

1. Where the Buyer is a public authority under The Freedom of Information Act 2000 or the Freedom of Information (Scotland) Act 2002 as appropriate (“FOIA”), the Buyer agrees and undertakes to the Supplier that (notwithstanding any contrary provision of this Call-Off Contract) upon receiving any request about or relating to the Supplier under the FOIA (including a request relating to this Call-Off Contract) or otherwise, it shall give full details of such request to the Supplier as soon as reasonably practicable;
2. it shall consult with the Supplier in relation to the response to such request;
3. in considering such a request it shall follow the guidance set out in this table;
4. it shall consider in good faith any comments or suggestions by the Supplier as to what information should be provided as part of such response.

Part A: Information that may be disclosed without consulting the Supplier (although the Supplier should still be notified of disclosure)

- Contract and pre-contract information
- The existence of this Call-Off Contract
- The Terms & Conditions of the Call-Off Contract, unless stated to be not on the Supplier standard terms. (This Call-Off Contract and any attachments cannot be disclosed – see reasons below.)
- The total duration of this Call-Off Contract
 - Pricing
- The total value of this Call-Off Contract
 - The Services and data provided as part of the Services
- General information that the Supplier publicly provides to clients/prospective clients on its website and by other means.

Part B: Information that may not be disclosed without consulting the Supplier

Information & whether Buyer can confirm/deny its existence	FOIA exemption(s)	Explanation
This Call-Off Contract, and any attachments to the Call-Off Contract. (The Buyer can confirm the existence of the Call-Off Contract.)	Disclosure would prejudice commercial interests.	The Call-Off Contract contains various information that is commercially sensitive. The information in question is detailed in the remainder of this table.
Details of the pricing other than the total contract value, such as: how the price is calculated, the individual fees, any discounts given. (The Buyer can confirm the existence of this information.)	Disclosure would prejudice commercial interests. The information constitutes a trade secret. Disclosure would be in breach of confidence.	The pricing for this Call-Off Contract has been specifically negotiated with the Buyer, based on the nature of the Services. The pricing was negotiated on a confidential basis. The Supplier cannot offer the same pricing to all its Buyers. Disclosure would damage the Supplier's ability to sell similar services as a commercially viable rate and cause the Supplier to lose its competitive edge.
Information about the Services and data provided as part of the Services that Supplier provides to the Buyer, and which is not made publicly available. (The Buyer can confirm the existence of this information.)	The information constitutes a trade secret. Disclosure would be in breach of confidence. Disclosure would prejudice	This information is the result of high-value investment by the Supplier into developing its services and constitutes the Supplier Intellectual Property. If this information became public, it would severely damage the Supplier. It would allow competitors to reproduce the Supplier services, causing the Supplier to financial damage and loss of market position. The information was disclosed to the Buyer in confidence to allow it

	commercial interests.	to connect to and make the most of the Services.
Information about the Supplier business, including staff and structural changes, unless and until the Supplier makes such information publicly available. (The Buyer can confirm the existence of this information.)	Disclosure would be in breach of confidence. Disclosure would prejudice commercial interests.	This information was disclosed to the Buyer as a result of the relationship of trust that has arisen. The Supplier is careful about how such information is disclosed. If this information were to be disclosed in response to a FOIA request, this would be likely to cause damage to investor and supplier confidence in the Supplier, and could affect relations between the Supplier and its employees.
The Terms & Conditions of the Call-Off Contract, because they have been amended following negotiation with the Buyer. (The Buyer can confirm the existence of the Call-Off Contract.)	Disclosure would prejudice commercial interests	The Supplier has made various amendments to the Terms & Conditions that it would not normally agree to and which are specific to the Buyer. Disclosure would harm the Supplier's negotiating and commercial position in the market place.

GENERAL

1. The Buyer acknowledges that certain Supplier Data may contain data licensed to the Supplier by third parties. The Supplier is contractually restricted from sub-licensing the whole or substantially the whole of certain third-party databases in one single selection of records or in several selections to a single sub-licensee in any 12-month period either alone or together with its affiliates. The Supplier reserves the right (without incurring any liability to the Buyer) to withhold performance of the Services and/or the provision of any data to the Buyer to the extent that the Supplier reasonably considers this to be necessary in order to comply with this restriction and/or any other obligation of the Supplier to any licensor of data.
2. Supplier Data may contain a number of seed records, which can be tracked in order to monitor the usage and to ensure that the Supplier Data is used in accordance with this Call-Off Contract.
3. If the Buyer has pre-paid for any use of the Services, then charges will not be refunded (or credited) if any pre-paid units are not used within the agreed time period, or (if no time period has been agreed) any reasonable time period specified by the Supplier.
4. The Buyer acknowledges that Supplier Data may contain data licensed to the Supplier by third parties. Certain of those third parties require the Supplier to identify them as a source of data, as set out at www.experian.co.uk/attributionstatements.
5. The Buyer cannot under any circumstances use any Supplier Data to compile its own Business Database or to verify any other Business Database. For the purposes of this Call-Off Contract, "Business Database" means any general database of business names, telephone numbers, addresses and other related information, other than its own customer database.

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 UAT ACCESS

1. If the parties have agreed that the Buyer will have access to Supplier Data in a test environment, such access shall be subject to any volume restrictions notified to the Buyer by the Supplier, limited to a maximum duration of 3 months (unless otherwise agreed in writing by the parties) and any Supplier Data provided to the Buyer during such period shall:
 - 1.1. be used by the Buyer solely for the purpose of testing the Services (and for the avoidance of doubt, not used for any live decisioning); and
 - 1.2. be deleted by the Buyer at the end of the testing period.

SPECIAL TERMS RELATING TO SUPPLIER KNOW YOUR BUSINESS API

1. The Services have not been designed to relieve the Buyer of its obligations to comply with Applicable Law, including anti-money laundering obligations and obligations under the Financial Conduct Authority's regulatory regime.
2. The Buyer shall ensure that during the onboarding process its customers are provided with the following link to The Supplier's privacy notice: <https://www.experian.co.uk/legal/bi-compliance-and-risk-privacy-notice/index>.
3. Without prejudice to any other term of this Call-Off Contract, the Buyer agrees that any VAT Registration Numbers supplied by the Supplier as part of the KYB API Service will not be disclosed to any other parties.
4. Without prejudice to Clause 2 from the Permitted Purpose clause above, the Buyer agrees that the VAT Registration Numbers will not be disclosed to any other parties.

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

This Service is dependent upon data derived from a Data Sharing Scheme and therefore clauses 15.2 and 15.3 of the Terms and Conditions shall apply.

TERMS RELATING TO SERVICES WHICH UTILISE DATA FROM LEXISNEXIS

In order for the Supplier to provide Services which utilise LexisNexis Data (as such data is identified in the Services section) to the Buyer, the following provisions shall apply ("LN Licence Terms"):

1. For the purposes of this Call-Off Contract, the following terms shall have the following meanings:
"LexisNexis" means LexisNexis Risk Solutions (UK) Ltd; and

“LexisNexis Data” means the services, including the data (including personal data) and information contained therein, provided by LexisNexis.

2. The Buyer shall only use the LexisNexis Data (a) within the Territory, (b) for lawful and legitimate business purposes relating to its business, (c) as governed by this Call-Off Contract, and (d) for the Permitted Purpose.

3. Notwithstanding anything to the contrary in this Call-Off Contract, the Buyer shall not use LexisNexis Data in breach of any Applicable Law nor for any of the following purposes: (a) marketing, (b) employment screening, (c) credit assessment purposes, or (d) determining eligibility for credit, insurance or employment.

4. The Buyer shall not resell, re-distribute, re-licence, or otherwise provide or transfer, the LexisNexis Data, in whole or in part, to any third party.

5. The Buyer shall: (a) restrict access to LexisNexis Data to those employees who have a need to know as part of their official duties; (b) ensure that none of its employees (i) obtain and/or use any information from the LexisNexis Data for personal reasons, or (ii) transfer any information received from the LexisNexis Data to any party except as permitted hereunder; (c) keep all User IDs and related passwords, or other security measures used to access the LexisNexis Data confidential and prohibit the sharing of User IDs; (d) immediately deactivate the User ID of any employee who no longer has a need to know, or for terminated employees on or prior to the date of termination; (e) take all commercially reasonable measures to prevent unauthorized access to, or use of, the LexisNexis Data or data received therefrom, whether the same is in electronic form or hard copy, by any person or entity; (f) maintain and enforce data destruction procedures to protect the security and confidentiality of all information obtained through the LexisNexis Data as it is being disposed; (g) be capable of receiving the LexisNexis Data where the same are provided utilizing “secure socket layer,” or such other means of secure transmission as is deemed reasonable by LexisNexis and/or the Supplier; (h) not access and/or use the LexisNexis Data via mechanical, programmatic, robotic, scripted or other automated search means, other than through batch or machine-to-machine applications approved by LexisNexis and/or the Supplier; and (j) take all steps to protect its networks and computer environments, or those used to access the LexisNexis Data, from compromise.

6. The Buyer shall implement policies and procedures to prevent unauthorised use of User IDs and the LexisNexis Data and shall immediately notify the Supplier if the Buyer suspects, has reason to believe or confirms that a User ID or the LexisNexis Data (or data derived directly or indirectly therefrom) is or has been lost, stolen, compromised, misused or used, accessed or acquired in an unauthorised manner or by any unauthorised person, or for any purpose other than legitimate business reasons. The Buyer shall be solely liable for all costs associated therewith and shall further reimburse LexisNexis or the Supplier (as appropriate) for any expenses LexisNexis or the Supplier incurs due to the Buyer’s failure to prevent such impermissible use or access of User IDs and/or the LexisNexis Data, or any actions required as a result thereof.

7. Notwithstanding anything to the contrary in this Call-Off Contract, the Buyer acknowledges and agrees that:

7.1. LexisNexis will use reasonable efforts to deliver the LexisNexis Data requested by the Buyer provided however that the Buyer accepts the LexisNexis Data “as is”;

7.2. LexisNexis does not guarantee or warrant the accuracy, timeliness, completeness, currentness, merchantability or fitness for a particular purpose of the LexisNexis Data or the media on or through which the LexisNexis Data is provided and therefore neither LexisNexis nor the Supplier shall be liable to the Buyer or other third parties for any loss or injury arising out of or caused in whole or in part by LexisNexis’s acts, omissions, whether negligent or otherwise, in procuring, compiling, collecting, interpreting, reporting, communicating or delivering the LexisNexis Data;

- 7.3. it shall not to sue or maintain any cause of action, claim, demand, cross-claim, third party action or other form of litigation or arbitration against LexisNexis or the Supplier, their officers, directors, employees, contractors, agents, affiliated bureaus or subscribers arising out of or relating in any way to the LexisNexis Data being blocked by LexisNexis or not being accurate, timely, complete or current.
8. The Buyer shall immediately notify the Supplier if:
- 8.1. it or any person associated with it is identified on OFAC's list of Specially Designated Nationals ("SDN List"), the UK's HM Treasury's Consolidated List of Sanctions Targets, or the EU's Consolidated List of Persons, Groups, and Entities subject to EU Financial Sanction ("Sanctions Lists"); or
- 8.2. it (or any person associated with it) has been the subject of any proceeding regarding any trust related matter including, but not limited to, fraud, counterfeiting, identity theft and the like, or have been the subject of any civil, criminal or regulatory matter that would create an enhanced security risk to LexisNexis, the Supplier or the LexisNexis Data ("Trust-Related Matter").
9. Without prejudice to the Supplier's other rights or remedies under this Call-Off Contract, the Supplier shall be entitled to suspend or terminate the provision of the LexisNexis Data under this Call-Off Contract immediately by serving written notice on the Buyer upon becoming aware at any time that (a) the Buyer is using the LexisNexis Data in breach of this Call-Off Contract or is otherwise in breach of this Call-Off Contract in relation to the LexisNexis Data, (b) the Buyer (or any person associated with it) is identified on the Sanctions Lists, or (c) the Buyer is or has been the subject of a Trust-Related Matter.
10. Notwithstanding anything to the contrary in this Call-Off Contract but without prejudice to any right to provide less notice, the Supplier shall be entitled to terminate the provision of the LexisNexis Data under this Call-Off Contract upon serving no less than twelve (12) months' written notice to the Buyer.
11. The Buyer shall not:
- 11.1. remove or obscure the copyright notice or other notices contained on materials access through the LexisNexis Data; and
- 11.2. use LexisNexis's Intellectual Property Rights without the Supplier's prior written consent.
12. Notwithstanding anything to the contrary in this Call-Off Contract, the Buyer shall permit the Supplier to audit the Buyer's use of LexisNexis Data and its compliance with this Call-Off Contract in relation to the LexisNexis Data at any time, including conducting site visits, and shall provide the Supplier with all reasonable assistance thereto (including the provision of evidence demonstrating compliance).
13. The Buyer agrees to comply with the LexisNexis policies, requirements and procedures (including any updates thereto) ("LexisNexis Policies") which the Supplier notifies the Buyer of from time to time.
14. For the avoidance of doubt, Clauses 1.5 (Warranties), 5.1 (Compliance with Applicable Law), 4 (Nature and Use of the Services), 6 (Confidentiality), 7 (Intellectual Property Rights) and 9 (Limits on Liability) of the Terms and Conditions apply to the LexisNexis Data (as the provision of LexisNexis Data forms part of the Services provided by the Supplier and is contained in "Supplier Materials").
15. Where the Buyer posts information contained in the LexisNexis Data ("Mailed Data") to its customers and/or consumers, the Buyer shall take reasonable and appropriate steps to ensure such Mailed Data is appropriately secured, including using confidential envelopes for mailing, not marking the outside of the envelope with any information regarding its contents, and masking or truncating sensitive information in printed and mailed documents wherever possible.
16. Subject to a liability cap of £1,000,000 and no double recovery and notwithstanding any other provision to the contrary contained in this Call-Off Contract, the Buyer will indemnify, defend, and hold

LexisNexis and the Supplier (which for the purpose of these of LN Licence Terms shall be deemed to include LexisNexis and Supplier's Group Companies) harmless from and against any and all liabilities, damages, losses, claims, costs and expenses, including reasonable attorneys' fees, which may be asserted against or incurred by LexisNexis or the Supplier, arising out of or resulting from the use, disclosure, sale or transfer of the LexisNexis Data by the Buyer, or for any act or omission of the Buyer which causes Supplier to breach its contract with its supplier.

17. If the Buyer reasonably determines that the LexisNexis Data does not meet LexisNexis or the Supplier's obligations under this Call-Off Contract, the Buyer shall so notify the Supplier in writing within seven (7) days after receipt of the LexisNexis Data in question. The Buyer's failure to notify the Supplier within the said specified period of time, shall mean that the Buyer accepts the LexisNexis Data as is, and the Supplier will be discharged of any liability for non-performance of the LexisNexis Data. If the Buyer so notifies the Supplier within seven (7) days after receipt of the LexisNexis Data, then, unless the Supplier disputes the Buyer's claim, the Supplier will, at its option, either re-provide the LexisNexis Data in question or issue the Buyer a credit for the amount the Buyer paid to the Supplier for the nonconforming LexisNexis Data. The Buyer agrees that the credit for nonconforming LexisNexis Data shall be LexisNexis and the Supplier's aggregate liability for any and all losses or injuries arising out of any act or omission of LexisNexis and the Supplier in connection with anything to be done or furnished under this Call-Off Contract, regardless of the cause of the loss or injury, and regardless of the nature of the legal or equitable right claimed to have been violated.

18. In no event shall LexisNexis be liable to the Buyer or third party for any indirect, incidental, consequential or special damages (including but not limited to damages to business reputation, lost business or lost profits), whether foreseeable or not and however caused, even if LexisNexis is advised of the possibility of such damages.

19. Notwithstanding anything to the contrary in this Call-Off Contract, the Buyer acknowledges and agrees that these LN Licence Terms are given for the benefit of LexisNexis and its data suppliers and that LexisNexis and its data suppliers may enforce the benefits conferred on it under these LN Licence Terms (in relation to data security, use, legal compliance and indemnification provisions) as if it were a party to the Call-Off Contract, in accordance with the Contracts (Rights of Third Parties) Act 1999.

TERMS FOR ANY SERVICE RELATING TO IDENTITY AUTHENTICATION SERVICE

1. The Buyer will ensure that at the point of collection of the personal data, the relevant individual is informed of the following principles:

- 1.1. A search will be carried out with the Supplier for the purposes of verifying their identity.
- 1.2. The Supplier may check the details they supply against any particulars on any database (public or otherwise) to which they (Supplier) have access to verify their identity.
- 1.3. The Supplier will retain a record of the search.

2. If any such notification is not provided by the Buyer, the Buyer undertakes to the 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 RELATING TO ANY SERVICE WHICH USES DATA PURSUANT TO THE SMALL AND MEDIUM SIZED BUSINESS (CREDIT INFORMATION) REGULATIONS 2015 (THE "REGULATIONS")

1. Pursuant to clause 15.2 and 15.3 of the Term and Conditions, if the Buyer requests Supplier Data pursuant to The Small and Medium Sized Business (Credit Information) Regulations 2015 (the "Regulations"), the Buyer:
 - 1.1. warrants that it is a finance provider for the purposes of the Regulations;
 - 1.2. shall only request Supplier Data on businesses who have agreed to such information being provided to the Buyer in accordance with the Regulations;
 - 1.3. acknowledges that it shall only be entitled to request and receive Supplier Data where it agrees to share credit information with the Supplier in accordance with the Regulations; and
 - 1.4. shall only use Supplier Data for the purposes set out in Regulation 6(3);
2. Where the Buyer requests a score from the Supplier which is derived from information obtained by the Supplier under the Regulations, the conditions set out in 1.2 and 1.4 above shall apply.

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.
--------------------	---