

**SUPPLIER TERMS AND CONDITIONS FOR THE PROVISION OF PRODUCTS AND SERVICES -
EXPERIAN BACKGROUND CHECKING EMPLOYMENT SCREENING SERVICES (“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)	☒
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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).	☐
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PERMITTED PURPOSE

The Buyer shall only use the Services in its capacity as an employer (or potential employer) of the Applicant and for no other purposes.

SUPPLIER BACKGROUND CHECKING EMPLOYMENT SCREENING SERVICES SPECIAL TERMS

1. For the purposes of these Special Terms and Conditions:
“Applicant” means that person who is the subject of the Services provided by the Supplier to the Buyer.
2. The Buyer shall ensure that each Applicant has been notified in advance (in accordance with all applicable data protection laws) that a check is to be undertaken using the Supplier (but the Supplier acknowledges that the Buyer may appoint the Supplier to make certain notifications on the Buyer’s behalf). The Supplier shall not be obliged to provide the Services in respect of any Applicant who has not been provided with such notification.
3. The Buyer acknowledges (data controller) that the Supplier will retain (in accordance with its data retention policy) a record of each check carried out under this Call-Off Contract for the purposes of dealing with any queries, complaints or claims relating to the check.
4. If the Buyer requests a check on an Applicant who has lived or worked outside of the United Kingdom at any time, the Buyer agrees that the Supplier may use one of its subcontractors to obtain information from sources outside of the United Kingdom, which may (where necessary) involve a transfer of Personal Data outside the European Economic Area. In addition, the Buyer agrees that the Supplier may use a third party processor based outside the European Economic Area to assist in processing checks and compiling reports, which may involve a transfer of

Personal Data outside the European Economic Area to the extent necessary to provide the Services. The Supplier shall ensure that any transfer of Personal Data outside the European Economic Area is compliant with all applicable data protection laws.

5. In connection with Criminal Record Checks (CRCs) the Buyer shall perform its own validation on identity, address and other documentation submitted by an Applicant and the Buyer shall ensure that it has validated and countersigned such documentation prior to using the Services in accordance with the requirements of the Disclosure and Barring Service or Disclosure Scotland (as applicable). The Buyer shall retain all identity, address and other documentation submitted by the Applicant until the certificate has been completed as the Disclosure & Barring Service or Disclosure Scotland may request copies of this identification for processing purposes. Where permitted in accordance with all Applicable Law the Buyer shall retain a copy of the countersigned documentation for audit purposes.
6. When commencing a CRC check, the Buyer shall provide the Supplier with a contact name of the Buyer's employee that has checked and countersigned an Applicant's documentation and the Buyer hereby warrants that such employee shall be authorised to do so in accordance with its own policies and procedures.
7. At the request of the Supplier, the Buyer shall provide such evidence as the Supplier may reasonable require to evidence its compliance.

SPECIAL TERMS FOR SOCIAL MEDIA CHECKS

1. For the purposes of this section, "Report" shall mean an online social profile report provided in respect of an Applicant.
2. The Buyer acknowledges and agrees that the Supplier engages a third-party Processor in the provision of Social Media Checks and for the purposes of the Data Protection Legislation instructs the Supplier to engage such Processor.
3. Notwithstanding any other provisions of this Call-Off Contract the Buyer acknowledges and agrees that any Reports issued to the Buyer are for the confidential use of the Buyer only and the Buyer shall not distribute, disclose or publish the Report or any part of the Report without the prior written consent of the Supplier (such consent being subject to the consent of the third party supplier of the Report).
4. Without prejudice to the Terms and Conditions, the Buyer shall notify the Supplier of any defect in a Report within 5 days of supply of the Report. Provided such notification is made within 5 days, the Supplier will use reasonable endeavours to reissue the Report with the defect remedied.
5. The Buyer acknowledges and agrees that copies of all content and return from searches utilised in the provision of Social Media Checks are retained by the Supplier's third-party Processor for a maximum period of 30 days. In the event the Buyer wishes to query information provided in a Report or request further information, the Buyer acknowledges and agrees that the Supplier cannot guarantee a response to such query or request unless it is raised within 20 days of supply of the Report.

If at any time the Supplier is unable to continue to provide Social Media Checks for any reason, the Supplier may terminate the provision of Social Media Checks on giving not less than 30 days' prior written notice to the Buyer. If the Supplier exercises this right of termination, it shall refund, on a pro-rata basis, any fees paid by the Buyer in advance in relation to the Social Media Checks.

SPECIAL TERMS FOR CRIMINAL RECORD CHECKS

The provisions of Appendix 1 to this Call-Off Contract shall apply where the Supplier is providing criminal history information on Applicants as part of the Services.

SPECIAL PAYMENT TERMS

Notwithstanding any contrary provision of the Terms and Conditions, the fees provided in this Call-Off Contract become payable on the Supplier's receipt from the Buyer of the Applicant's details. The fees are not refundable if the Applicant withdraws from the application process, or the Buyer otherwise instructs the Supplier not to complete the check.

SPECIAL TERMS FOR PRICE CHANGES

Notwithstanding any provisions to the contrary in this Call-Off Contract the Supplier shall be entitled to increase the fees specified in this Call-Off Contract to reflect any increase in the charges the Supplier incurs with third parties in order to provide the Services (including the charges of the Disclosure and Barring Service or Disclosure Scotland). The Supplier shall notify the Buyer in advance of any such increase.

IDENTITY VERIFICATION SPECIAL TERMS

1. Definitions:

1. For the purpose of these Special Terms:

- **"Approved Countries List"** means any of the following countries: Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Guernsey Hungary, Ireland, Isle of Man, Jersey, Latvia, Lithuania, Luxembourg, Malta, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Switzerland, Sweden, United Kingdom, or any other country notified by the Supplier to the Buyer in writing (collectively referred to as the **"Approved Countries List"**)
- **"Terms and Conditions"** means the Supplier's standard terms and conditions as defined at the beginning of this Call-Off Contract.
- **"Identity Verification Result(s)"** means the employee and/or candidate on-boarding and ID verification check result information which may include personal data provided to the Buyer by the Supplier.
- **"Identity Verification Service Provider"** has the meaning in clause 2 of the Special Terms.
- **"Identity Verification Services"** means the employee and/or candidate on-boarding and ID verification third-party service that is provided by the Identity Verification Service Provider.

2. In respect of the Identity Verification Results Supplier is considered to be Data Controller.

3. The Buyer agrees that it shall, and it shall procure that its employees and/or candidates shall only upload identity verification documents into the Identity Verification Service that the UK government deems acceptable for a DBS criminal record check.

4. On the expiry or termination of this Call-Off Contract or suspension of provision of the Service for whatever reason the Buyer shall only retain any Identity Verification Results or data contained within Identity Verification Results, including personal data, in its possession, custody, power or control which are permitted to be kept under Applicable Law. For the avoidance of doubt, any other Supplier

Data can be kept by the Buyer post-termination of the Call-Off Contract in accordance with Clause 10.4 of the Terms and Conditions.

5. The Buyer acknowledges that the Supplier and/or its Identity Verification Service Provider is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and Buyer acknowledges that the Identity Verification Services and Identity Verification Results may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
6. The Supplier in accordance with Clause 4.1 of the Terms and Conditions does not warrant the accuracy of the Identity Verification Results and the Buyer shall not solely rely upon the Identity Verification Results in making decisions.
7. The Buyer shall keep all Identity Verification Results secure and confidential and shall not share the Identity Verification Results with the employee and/or candidate whose identity the Buyer is verifying using the Identity Verification Service.
8. The Buyer shall prevent unauthorised access to the Identity Verification Service and the Identity Verification Results and shall not and shall procure that their employees and agents shall not (and shall not attempt to) do any of the following:
 - a) disclose (other than as mandated under Applicable Laws), sell, license, rent, loan, transfer, distribute, reproduce, adapt, translate, arrange, publish, modify, reverse engineer, decompile, disassemble, or otherwise attempt to derive or copy the Identity Verification Service or Identity Verification Results, display or make available to any third party (either directly or indirectly) any part of the Identity Verification Service or Identity Verification Results nor use the Identity Verification Service or Identity Verification Results on behalf of any third party; or
 - b) re-use a Identity Verification Result for any transaction other than the transaction that the identity verification and relevant Identity Verification Result was first intended to support; or
 - c) integrate the Identity Verification Service into any other website without the written agreement of the Identity Verification Service Provider; or
 - d) interfere with or disrupt the proper operation of the Identity Verification Service, Identity Verification Service Provider's software or systems including (but not limited to) knowingly or negligently transmitting data or files that may interrupt, damage, destroy or limit the functionality of the Identity Verification Service, Identity Verification Service Provider's systems or software, including corrupted files or files that contain viruses or other malicious content; or
 - e) gain unauthorised access or attempt to gain unauthorised access to the Identity Verification Service Provider's systems or the Identity Verification Service; or
 - f) access or use the Identity Verification Service through mechanical , programmatic, robotic, scripted or other automated search means; or
 - g) participate in any illegal, deceptive, misleading practices using the Identity Verification Service or Identity Verification Results; or
 - h) use the Identity Verification Service or Identity Verification Results for or in connection with any sexually explicit, pornographic, offensive, racist, obscene, abusive, violent, criminal, discriminatory, libellous, defamatory or illegal purposes; or
 - i) use the Identity Verification Service for anything that is not allowed by the Permitted Purpose; or
 - j) use the Identity Verification Service in any way which is infringing, facilitates illegal activity or causes or may cause damage or injury to any person or property; or

k) unless agreed by the parties in writing utilise the Identity Verification Service in, or transfer Identity Verification Results to, any country not in the Approved Countries List. 9. Any breach by Buyer of any of the provisions in clause 8 above shall constitute a material breach of this Call-Off Contract that cannot be remedied. 10. The Buyer shall promptly provide the Supplier with all reasonable assistance required to deal with any complaint, enquiry or investigation made of either the Identity Verification Service Provider, the Supplier or the Buyer which relates to the use of Personal Data. 11. Further to the license granted by the Buyer to the Supplier in Clause 17 of Supplier's Terms and Conditions the Buyer shall also grant to the Identity Verification Service Provider a non-transferable, non-exclusive license to use, copy and store Buyer Data to enable the Identity Service Provider to: (i) exercise its rights and carry out its obligations under this Call-Off Contract namely to carry out the Identity Verification Services; or (ii) to comply with Applicable Law (iii) and/or to improve the effectiveness of the Identity Verification Service. For the avoidance of doubt, in respect of the use case identified in this clause 11 (iii) above this shall only apply to anonymised Buyer Data. 12. The license granted by the Buyer to the Identity Verification Service Provider for the use cases identified in clause 11 (ii) and (iii) of these Special Terms above are intended to survive expiry and/or termination of the Call-Off Contract.

SPECIAL TERMS RELATED TO NORTHERN IRELAND
1. In the event the Buyer requests Services to be provided in respect of individuals in Northern Ireland, the provision of such Services is conditional upon the Buyer entering into an AccessNI Service Level Call-Off Contract, in such form as the Supplier may reasonably require. When executed by both parties, in accordance with the terms of the Service Level Call-Off Contract, the Service Level Call-Off Contract shall form part of this Call-Off Contract. 2. In the event of any conflict between the terms of the Service Level Call-Off Contract and the terms of this Call-Off Contract, then the terms of this Call-Off Contract shall apply.

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. Where any update to the Services requires the Buyer to perform an installation, the Buyer must install the update immediately on receipt or notification of the requirement. 3. The Supplier shall not be liable for any failure of the Services to operate in accordance with this Call-Off Contract unless the Buyer has installed all relevant updates. 4. 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.

APPENDIX 1 - DBS REQUIREMENTS

For the purposes of this Appendix:

- 1.1. "Basic Disclosure" means details of convictions considered unspent under the Rehabilitation of Offenders Act 1974;
- 1.2. "DBS" means the Disclosure and Barring Service (or such replacement body from time to time responsible for providing potential employers and voluntary sector organisations with criminal history information in England and Wales);
- 1.3. "DBS Code of Practice" means any guidance or code of practice relating to Disclosure Information created by the DBS from time to time;
- 1.4. "Disclosure Information" means the document and any other information issued by the DBS or Disclosure Scotland when a basic, standard or enhanced check is performed;
- 1.5. "Disclosure Scotland" Disclosure Scotland (or such replacement body from time to time responsible for providing potential employers and voluntary sector organisations with criminal history information in Scotland));
- 1.6. "Disclosure Scotland Code of Practice" means any guidance or code of practice relating to Disclosure Information published by the Scottish Ministers from time to time;
- 1.7. "Enhanced Disclosure" means the details included in a Standard Disclosure plus a check of locally held police records.
- 1.8. "Standard Disclosure" means details of all spent and unspent convictions, cautions, reprimands and final warnings from the Police National Computer.
- 1.9. the definition of "Supplier Data" in the Terms and Conditions shall include (where relevant) Disclosure Information.
- 2. The Buyer warrants to the Supplier that:
 - 2.1. it will comply with all eligibility requirements when requesting Standard or Enhanced Disclosures, including, without limitation, those set out in the Exceptions Order to the Rehabilitation of Offenders Act 1974 and the Police Act 1997;
 - 2.2. in relation to each Basic, Enhanced or Standard Disclosure requested, it shall ensure that it requests such disclosure from the correct body based on where the Applicant will be working;
 - 2.3. it will make all applications and store, handle, retain and dispose of all Disclosure Information in accordance with the DBS Code of Practice and the Disclosure Scotland Code of Practice (as applicable) including any requirements issued by DBS or Disclosure Scotland in relation to identity verification;
 - 2.4. it recognises that the Supplier may receive Disclosure Information which it is prevented by law from disclosing to the Buyer;
 - 2.5. it may use the DBS Update Service to verify the status of an employee's or applicant's standard or enhanced DBS certificate, provided the individual has given consent, the role is eligible for such checks under Applicable Law, and the certificate relates to the same workforce and level

of check required for the role. This check may be used to support ongoing suitability assessments and safeguarding obligations.

3. The Buyer shall report to the Supplier:
 - 3.1. evidence of failure by the Buyer, or any third party, to comply with the DBS Code of Practice or the Disclosure Scotland Code of Practice (as applicable); and/ or
 - 3.2. any reasonable suspicion that any offence has been committed by the Buyer or any third party under section 124 of the Police Act 1997.
4. Without prejudice to its other rights and remedies under this Call-Off Contract, the Supplier shall be entitled immediately to suspend the provision of criminal records checks on giving notice to the Buyer where the Supplier is made aware or, in its reasonable opinion, the Supplier believes that the Buyer is in breach of the provisions of this Appendix.
5. In connection with Criminal Record Checks (CRCs), the Buyer shall always validate the ID and address documentation provided by an Applicant. When the Supplier background checking platform is not used by the Buyer to upload and store this documentation as a full audit trail to meet the obligations listed in the DBS & DS Code of Conduct, the Buyer shall perform its own validation on identity, address and other documentation submitted by an Applicant and the Buyer shall ensure that it has validated and countersigned such documentation prior to using the Services in accordance with the requirements of the Disclosure and Barring Service or Disclosure Scotland (as applicable). The Buyer shall retain all identity, address and other documentation submitted by the Applicant until the certificate has been completed as the Disclosure & Barring Service or Disclosure Scotland may request copies of this identification for processing purposes. Where permitted in accordance with all applicable law the Buyer shall retain a copy of the countersigned documentation for audit purposes.

When commencing a CRC check, the Buyer shall provide the Supplier with a contact name of the Buyer's employee that has checked and countersigned an Applicant's documentation and the Buyer hereby warrants that such employee shall be authorised to do so in accordance with its own policies and procedures.

At the request of the Supplier, the Buyer shall provide such evidence as the Supplier may reasonably require to evidence its compliance with this paragraph 5.

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.
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