

**SUPPLIER TERMS AND CONDITIONS FOR THE PROVISION OF PRODUCTS AND SERVICES – SUPPLIER TRACING SOLUTIONS WITH AUTOTRACE PLUS (“SUPPLIER TERMS AND CONDITIONS”)**

**SUPPLIER TERMS AND CONDITIONS PART A**

**SERVICE SPECIFIC TERMS**

| <b>SET UP AND MIGRATION SERVICES</b>                                                                                                           |
|------------------------------------------------------------------------------------------------------------------------------------------------|
| 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 (ESM)                                                                                                                                                                                                                                                                                                                                                                                                                              |                                     |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|
| Supplier shall manage the Services by providing Service Desk, Service Request Management, Major Incident Management, Incident Management, Availability Management, Problem Management and Operational Change Management according to the latest version of the Supplier Standard Services Terms available at <a href="https://www.experian.co.uk/legal-information/terms-and-conditions">https://www.experian.co.uk/legal-information/terms-and-conditions</a> |                                     |
| Core Hours (09:00 – 17:00, Monday to Friday, excluding any UK public holidays)                                                                                                                                                                                                                                                                                                                                                                                 | <input checked="" type="checkbox"/> |
| <u>Optional</u> : 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).                                                                                                                                                                                                                                                                                                 | <input type="checkbox"/>            |

| <b>PERMITTED PURPOSE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Except as set out below, the Permitted Purpose will remain as defined in the Terms and Conditions. In each case, provided always that the Buyer has the necessary legal grounds to process the individual’s Personal Data in compliance with Applicable Law.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <p><b><i>Autotrace Plus</i></b></p> <p><i>For the following purposes:</i></p> <p>(i) <i>debt recovery in order to locate the home address and/or telephone number only of individuals who are in debt to the Buyer for the following reasons:</i></p> <ul style="list-style-type: none"><li>• <i>Council Tax recovery</i></li><li>• <i>Local Authority benefits overpayment</i></li><li>• <i>DWP benefits overpayments</i></li><li>• <i>Former tenant arrears tracing and recovery</i></li><li>• <i>NNDR debt collection - Tracing</i></li><li>• <i>NNDR debt collection - Collections</i></li><li>• <i>Recovery of tax credits</i></li><li>• <i>HMCTS fines</i></li><li>• <i>HMRC tax recovery</i></li></ul> <p style="text-align: center;"><i>or</i></p> <p>(ii) <i>investigation of the following offences where the Buyer has the power to prosecute:</i></p> |

- *Offences against the person*
- *Offences against the property*
- *Fraud*
- *Theft*
- *Money laundering*
- *Terrorism*
- *Drug-related offences*
- *Financial crime*
- *Traffic*
- *Immigration*
- *Environmental crime*
- *Insolvency*
- *Fine enforcement*

*or*

- (iii) *tracing an individual in order for the Buyer to reunite an asset with its owner (or the owner's legal representative) and for no other purpose.*

#### **FREEDOM OF INFORMATION**

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;
- it shall consult with the Supplier in relation to the response to such request;
- in considering such a request it shall follow the guidance set out in this table;
- 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
  - o The existence of this Call-Off Contract
  - o The Terms & Conditions of the Call-Off Contract, unless stated to be not on the Supplier standard terms. (The Call-Off Contract and any attachments cannot be disclosed – see reasons below.)
  - o The total duration of this Call-Off Contract
- Pricing
  - o The total value of this Call-Off Contract
- The Services and data provided as part of the Services
  - o General information that the Supplier publicly provides to Buyers/prospective Buyers on its website and by other means.

#### **Part B: information that may not be disclosed without consulting the Supplier**

| Information & whether the Buyer can confirm/deny its existence                                                                                                                                                           | FOIA exemption(s)                                                                                                                               | Explanation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| The 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 Call-Off 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.<br>The information constitutes a trade secret.<br>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 the 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.<br>Disclosure would be in breach of confidence.<br>Disclosure would prejudice commercial interests. | 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 to connect to and make the most of the Services. |
| Information about the 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.<br>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.                                                                                   |
| <u>The Terms &amp; 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.)</u>                         | 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.                                                                                                                                                                                                                                                     |

**TERMS RELATING TO TRACING AND DYNAMIC TRACING SERVICES (OTHER THAN TRACING FOR UTILITY COMPANIES)**

1. The Buyer shall not identify the Supplier to any traced individual, their legal representatives or other third party as the source of any data relating to such individual (save as is required by law).
2. The Buyer shall not (save as is required by law) divulge or disclose all or any part of the Supplier Data to any third party.
3. The Buyer undertakes that in relation to tracing for debt collection it shall take reasonable steps to confirm the identity of individuals who are in debt to the Buyer or the customers of the Buyer ("Debtors") before taking any action to recover the relevant debt where the Supplier Data/Services provide a home address and/or telephone number for that Debtor.
4. The Buyer undertakes that in relation to tracing for asset reunification, fraud prevention, fraud detection, anti-money laundering or "Know Your Customer" it shall take reasonable steps to confirm the identity of an individual and corroborate the validity of that individual's entitlement to an asset before contacting an individual whom the Buyer has traced.
5. Except where the services are used for debt collection and asset re-unification purposes, the Buyer acknowledges that the Supplier will only provide an updated address for a Customer which the Supplier has held for at least three months.

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

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

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

"Data Sharing Scheme Rules" means the rules of the relevant Data Sharing Scheme.

1. The use by the Buyer of any Services which are dependent upon data derived from a Data Sharing Scheme is conditional upon the Buyer complying with the relevant Data Sharing Scheme Rules which are in force from time to time.
2. If at any time this condition is not satisfied, the Supplier shall be entitled to discontinue the provision of any and all Services which utilises data from the relevant Data Sharing Scheme.

**TERMS RELATING TO ANY SERVICES PROVIDED VIA THE SUPPLIER'S WEB BASED PLATFORMS**

The Buyer acknowledges that the Supplier may cease to provide the Services via any particular platform during the Term and agrees to such Services being supplied via a replacement platform with comparable functionality. Where the Supplier intends to migrate any Services to the replacement

platform, the Supplier shall provide not less than 30 days' prior written notice and the Buyer shall provide such co-operation as the Supplier reasonably requires to complete the migration.

#### **TERMS RELATING TO HOME OWNERSHIP VERIFICATION SERVICE**

The Buyer agrees to use the Service to verify land and property ownership for its internal business purposes only, but not to use the Service for the purposes of direct marketing, advertising or promoting a particular product or service.

#### **TERMS RELATING TO ANY SERVICES WHICH UTILISES BT OSIS DATA**

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

## **SUPPLIER TERMS AND CONDITIONS PART B**

### **SUPPLIER TERMS AND CONDITIONS VERSION 5.0 ("TERMS AND CONDITIONS") ADOPTED: 07/2023**

#### **SECTION A: CORE TERMS**

These Core Terms shall always apply.

##### **1. PRIMARY OBLIGATIONS AND WARRANTIES**

###### **1.1 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 Supplier with any information or assistance which the parties have agreed the Buyer shall provide in order for Supplier to perform its obligations under this Call-Off Contract and shall use all reasonable endeavours to ensure that any such information provided to 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 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 Supplier under this Call-Off Contract is incorrect, the Buyer shall notify 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 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 Supplier other than a Disputed Amount is not paid in cleared funds by its due date, subject to Clause 3.2, 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, 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, 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 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 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 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 Supplier to guarantee. 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, Supplier will be liable if it fails to comply with its obligation under Clause 1.1.2 but 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 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 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 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 Supplier of any unauthorised use and/or disclosure of any User Access Device so that 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 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, 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 Supplier with any materials Supplier reasonably requests in order to conduct such an assessment. The Buyer is also obligated to report back to Supplier any non-compliances with the Permitted Purpose and any usage rights or restrictions. In the event that in 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 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 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, 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 Supplier will lift the suspension. Otherwise, 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. 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 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 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 Supplier reasonably considers may cause consumer harm, Supplier considers the Services to have become Affected Services Supplier will be entitled to do one of the following (as applicable) on giving prior written notice to the Buyer (and 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 and professional advisors 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 Supplier being the recipient), agents and/or sub-contractors of Supplier who reasonably require it as a consequence of the performance of 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 Supplier to the Buyer and/or that 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 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 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 Supplier by operation of law, 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 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 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 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, 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:

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 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 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, Supplier shall be entitled to terminate the Permitted User Rights immediately on serving written notice on the Buyer. In the event that 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, 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 Applicable 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 Supplier's request either return any Supplier Materials to Supplier or destroy such materials and, if destroyed, provide a certificate stating that such materials have been destroyed; and

10.3.3 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 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 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 Supplier, with a copy to Supplier's Legal Department).
- 13.2 Notices shall be deemed to have been duly given two clear days after the date of posting.
- 13.3 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 agreement 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 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 agreement 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 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. The Buyer shall not upload any Supplier Materials into any third party applications including any artificial intelligence ("AI") technologies including, but not limited to, large language models and generative AI and any other artificial intelligence type technologies.
- 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, Supplier shall be entitled to discontinue the provision of any and all Services which utilise data from the relevant Data Sharing Scheme.

## **16 BUYER OBLIGATIONS**

- 16.1 In addition to the obligations set out in the Clause 5.3, the Buyer shall comply with Supplier's reasonable instructions and security guidelines relating to access to 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 Supplier's reasonable instructions and guidelines relating to data security, including those set out at [https://www.experian.com/content/dam/marketing/na/procurement/TPSMS02\\_9-Experian-Security-Requirements.pdf](https://www.experian.com/content/dam/marketing/na/procurement/TPSMS02_9-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 Supplier.

## **17 USE OF BUYER MATERIALS**

- 17.1 The Buyer grants 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 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 Supplier to, and agrees that Supplier may, process the Buyer Data for the Call-Off Contract Purposes.
- 18.4 There are circumstances in which Supplier will or may be a Processor of Buyer Data. When, and to the extent that from time to time, Supplier is a Processor of Buyer Data:
- 18.4.1 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 Supplier is required to process the Buyer Data to comply with Applicable Law (in which case, 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 Buyer authorises the international transfer of Buyer Data where Supplier is required to conduct an international transfer in order to comply with UK Law (in which case, Supplier shall inform the Buyer of that legal requirement before processing, unless UK Law prohibits such communication on important grounds of public interest);
  - 18.4.3 Supplier shall ensure that persons authorised to process the Buyer Data have committed themselves to confidentiality;
  - 18.4.4 Buyer provides general authorisation to Supplier's use of Sub-processors to provide Processing activities on Buyer Data on behalf of the Buyer. The details of Supplier's current Sub-processors are available via the following link: <https://www.experian.co.uk/crain/data-sub-processors>. In the event that Supplier adds or replaces any Sub-processors during the term of this Call-Off Contract, 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 Supplier of its obligations under this Call-Off Contract.
  - 18.4.5 Supplier shall ensure that where 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 Supplier shall take into account the nature of the Processing 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 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 Supplier carries out, and the information available to Supplier, in its capacity as a Processor of Buyer Data;

- 18.4.8 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 Supplier shall (at the request of the Buyer) provide the Buyer with any information which it is reasonable for Supplier to provide to allow the Buyer to demonstrate compliance with Article 28 of the UK GDPR;
  - 18.4.10 Supplier shall comply with its obligations under Article 28(3) of the UK GDPR to inform the Buyer immediately if in the opinion of 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 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 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 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 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 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 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:

| Words or Expression          | Meaning                                                                                                                                                                                                                            |
|------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Affected Services            | Services which 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 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;                                                                 |
| 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 Supplier in connection with this Call-Off Contract but excluding any data supplied to the Buyer by Supplier;                                                                                                                                                                                                      |
| Buyer Materials           | Any of the items provided to 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, Buyers 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 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 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 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 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;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Relevant Index               | <p>(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</p> <p>(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 Supplier) will be used as a substitute;</p> |
| 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         | <p>Meaning any of:</p> <ul style="list-style-type: none"> <li>(a) the United Kingdom;</li> <li>(b) the European Union or any of its Member States;</li> <li>(c) the United States of America; and</li> </ul> <p>the respective governmental institutions and agencies of any of the foregoing in items (a) to (c) above;</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 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 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 agreement between the parties from time to time), or if none, 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 Supplier or any of its sub-contractors) appointed by or on behalf of Supplier to process Personal Data on behalf of 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 Supplier and used by the Buyer to access the Services.                                                                                        |