

SUPPLIER TERMS AND CONDITIONS FOR THE PROVISION OF PRODUCTS AND SERVICES – [Experian Decision Management Solutions with Affordability Passport] (“SUPPLIER TERMS AND CONDITIONS”)

SUPPLIER TERMS AND CONDITIONS PART A

SERVICE SPECIFIC TERMS

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

SUPPLIER SERVICE MANAGEMENT (SSM)	
The parties agree that the Services shall be supported in accordance with the latest (or named) version of the Supplier Standard Services Terms at the Commencement Date, available at https://www.experian.co.uk/legal-information/terms-and-conditions and the parties shall adhere to the terms and conditions for such support as set out therein.	
Core Hours (09:00 – 17:00, Monday to Friday, excluding any UK public holidays)	☒
<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).	☐

PERMITTED PURPOSE
<u>Local Authority</u> The Affordability Passport Services shall be used by the Buyer solely for the purpose of assisting in the Buyer’s affordability assessment of the Customer in connection with restructuring payment plans to repay any taxes owed, and for assessing eligibility for benefits, where the Customer requests the Buyer to obtain a copy of their Account Information, any Categorized Data and Credit Summary Report for such purposes.
<u>Debt Management</u> The Affordability Passport Services shall be used by the Buyer solely for the purpose of assisting in the Buyer’s affordability assessment in connection with providing advice to an indebted Customer who is considering entering into a debt management plan, debt relief order or individual voluntary arrangement with their creditors where the Customer requests the Buyer to obtain a copy of their Account Information, any Categorized Data and Credit Summary Report for such purposes.
<u>Tenant vetting</u> The Affordability Passport Services shall be used by the Buyer solely for the purpose of assisting in the Buyer’s affordability assessment in connection with assessing a Customer’s affordability for the rental of a property. The Services may be used by the Buyer as part of its own decision making criteria to produce a PASS or FAIL result for the Customer’s affordability for that rental property. For the avoidance of doubt, the Buyer shall be permitted to disclose that PASS or FAIL result to any Estate Agent dealing

with the Customer. The Buyer shall not be permitted to make any use of the Categorised Data for its own internal purposes.

Definitions

For the purposes of this Call-Off Contract:

“Account Information” means information on one or more accounts held in the name of a Customer which is used for the execution of payment transactions;

“AISP” has the meaning set out in the PSRs;

“ASPSP” means a payment service provider providing and maintain a payment account for a Customer;

“Broker” means a business registered with FCA as a broker of financial services and with the relevant credit broking permissions;

“CAIS Member” means a provider which has signed an agreement with the Supplier to participate in the Supplier’s credit account information sharing scheme or an agreement with another credit reference agency in the United Kingdom to participate in a credit account information sharing scheme governed by the Standing Committee on Reciprocity;

“Categorised Data” means the output of the data analysis carried out by the Supplier on the Account Information, which for the avoidance of doubt is deemed to be Supplier Data;

“Client Website” means the platforms operated by the Buyer under specific URL;

“Credit Summary Report” means a summarised view of the Customer’s credit reference data held in the Supplier credit reference agency;

“Customer” means the Buyer’s customer in relation to whom the Buyer has requested the Supplier to access bank or building society account information and any of the services elements listed in section 1 of this Call-Off Contract;

“Customer Data” means all information or data relating to any Customer, which is made available to the Supplier via the Services; For the avoidance of doubt, Customer Data is considered Buyer Data.

“Identity Document” means a copy of the Customer’s passport, driving license, and other Government issued identity documents and a photo I.D (selfie)

“Estate Agent” means the entity to who a Customer has applied for a rental property;

“Insolvency Practitioner” means an insolvency practitioner authorised by the Insolvency Practitioners Association, the Law Society or the Institute of Chartered Accountants in England and Wales to carry out debt advice;

“Provider” means an insurer or mortgage lender, as applicable, which is a CAIS Member to whom a Customer makes an application for an insurance product or mortgage, as applicable, via the Buyer;

“PSRs” means the Payment Services Regulations 2017;

“Transaction” means each time a search is performed against a Customer record; and

“Vulnerable Customer” means someone who, due to their personal circumstances, is especially susceptible to harm, particularly when a firm is not acting with appropriate levels of care.

General Terms

1. The Buyer shall only use the Affordability Passport Services in accordance with the conditions stated in the Permitted Purpose section and not for marketing purposes.
2. The Buyer shall only make a request for an Affordability Passport Service where it has notified each Customer regarding the purposes for which it will use the Affordability Passport in accordance with the requirements of the PSRs and Data Protection Legislation and that the Customer consent has been expressly requested and recorded;
3. The Buyer’s use of each of these Services is conditional on the Buyer holding a valid data protection registration as required by the ICO;
4. The Buyer acknowledges that the Supplier is not able to guarantee that it will be able to retrieve bank statement data, as it is reliant on third party data sources making such data available to it;
5. The Buyer acknowledges that if any provider of a data source requires the Supplier to pay any fees to access data, the Supplier may remove such data source from the scope of the Services, unless the Buyer agrees to pay additional fees (to be agreed between the parties);
6. The Buyer shall not process any the Supplier Data (including the Credit Summary Report, where provided) outside the United Kingdom;
7. The Buyer shall not make any changes to the format of the Affordability Passport (including the Credit Summary Report,, where provided), including by merging any data comprised within the Affordability Passport with any third party data, without the prior consent of the Supplier;
8. The Buyer shall provide Customers with alternative options to share their Account Information if they do not wish to share it electronically and prefer sending it via paper statements or provide the information verbally over the phone with paper evidence to follow;
9. As soon as the Credit Summary Report, where provided, or Affordability Passport is no longer required for the Buyer Permitted Purpose, the Buyer shall securely and permanently destroy the Categoricalised Data;
10. Prior to any live use of the Service and before making any material change to the Buyer Website on which the Services are used, the Buyer shall provide such information as the Supplier reasonably requires (which may include access to a test version of the Buyer Website) to verify that the Buyer has complied with its obligations under this Call-Off Contract and meets all regulatory requirements and to ensure any notification or consent requirements are met. Any issues raised by the Supplier shall be addressed by the Buyer prior to live use of the Services, or within such timescale as the Supplier may reasonably require;
11. In addition to all other rights and remedies which the Supplier may have at law or in accordance with the terms of this Call-Off Contract, the Supplier shall be entitled to suspend the provision of the Services (or the affected part of the Services as the case may be) with immediate effect if the Supplier reasonably believes that the Buyer (i) is in material breach of this Call-Off Contract, (ii) is in breach of any Applicable Law; or (iii) does not have the necessary authorisations or permissions to operate its business.

12. The Supplier warrants that it shall maintain for the duration of this Call-Off Contract such professional indemnity insurance as is required under the PSRs, and at the request of the Buyer shall provide a copy of a broker's letter evidencing that such policy is in place.
13. If the Buyer has opted to perform their own Customer identity verification as part of the Open Banking Service, the Buyer warrants that any Customer Data transferred to the Supplier for the provision of the Services pertains to Customers who have successfully passed the Buyer's identity verification process.
14. The Buyer agrees to indemnify, defend, and hold harmless the Supplier, its affiliates, officers, directors, employees, and agents from and against any and all claims, liabilities, losses, damages, costs, and expenses (including associated legal expenses reasonably and properly incurred) arising out of or related to the Buyer's identity verification process. This includes, but is not limited to, any claims of fraud, unauthorized access, or data breaches resulting from the Buyer's verification methods. The terms of the foregoing indemnity shall not be subject to any limitations or exclusions of the Buyer's liability under the Terms and Conditions.

TERMS APPLICABLE TO BUYERS PROVIDING DEBT MANAGEMENT SERVICES & ACTING AS DEBT ADVISORS

1. The Buyer's use of the Affordability Passport Services is conditional on the Buyer:
 - 1.1. employing and providing advice under the direction of an Insolvency Practitioner;
15. **or**
 - 1.2. being authorised by the FCA to provide debt management services.
2. The use by the Buyer of any of the Services which is dependent upon data derived from the Supplier's "Credit Account Information Sharing" Scheme ("CAIS") is conditional upon the Buyer being a CAIS Member, and the Buyer complying with the "Principles of Reciprocity". The Buyer agrees that it will use the Services in compliance with their entitlement under CAIS from time to time.
3. If at any time these conditions are not satisfied the Supplier shall be entitled (without prejudice to any other rights or remedies of the Supplier) to discontinue the provision of the relevant Services, and/or to modify the Services accordingly.
4. The output from the Services shall not be used by the Buyer as the sole basis for any decision nor in place of any other checks that they are required or ought reasonably to undertake in response to a Customer's request for benefits or restructure of their payment plans.

TERMS APPLICABLE TO BUYERS ACTING AS LOCAL AUTHORITY

1. The right to audit in Clause 5.2 of the Terms and Conditions shall be extended so as to allow the Supplier or its appointed auditors to inspect or cause to inspect that the Buyer has implemented appropriate processes to evaluate where they have not met the needs of Vulnerable Customers in accordance with the FCA guidelines, so that they can make improvements.
2. Without prejudice to any other provisions of this Call-Off Contract, the Supplier shall be entitled to suspend and/or terminate with immediate effect the provision of the Services if the Buyer doesn't comply with the obligations to promote individuals well-being, including economic well-

being as well as individual Codes of Conduct as required by the Department for Levelling Up, Housing & Communities.

TECHNICAL SERVICE PROVIDERS

1. The Buyer agrees that the Supplier may use the services of Onfido Ltd to provide Identity Document Checks.
2. The Supplier shall be responsible for the acts and omissions of Onfido Ltd to the same extent as if it had carried out the obligations itself pursuant to this Call-Off Contract.

BUYER FIRST LINE SUPPORT OBLIGATION

Customer Queries

In relation to any queries from Customers relating to the Services, the Buyer shall:

- Act as the initial contact point for the Customer;
- Prior to dealing with any query, ensure that it has carried out an appropriate identify verification check on the Customer;
- Answer queries in accordance with any materials provided to the Buyer by the Supplier;
- Ensure that sufficient information is collated during the first point of contact to enable the query to be identified when forwarded; and
- Where queries cannot be resolved by the Buyer using the materials provided by the Supplier, the Buyer shall transfer the Customer to the Supplier, via the mechanisms specified by the Supplier for onward management of the query.

Customer Complaints

In relation to any complaints from Customers relating to the Services, made to the Buyer, the Buyer shall:

- Act as an initial contact point for the Customer;
- Prior to dealing with any complaint, ensure that it has carried out an appropriate identify verification check on the Customer; and
- Decide whether the complaint relates to the Buyer or the Supplier.

Complaints relating to the Buyer

- Where complaints are made which relate to the Buyer's business or services rather than the Supplier, the Buyer shall handle these in accordance with the Buyer's relevant processes.

Complaints relating to the Supplier

- Where a complaint is made which relates to the Supplier's business or services it must be forwarded to the Supplier within 24 hours of the complaint being received by the Buyer via the mechanisms specified by the Supplier for management of the complaint.

In relation to any complaints from Customers relating to the Services, made to the Supplier about the Buyer, the Supplier shall:

- Forward such complaint to the Buyer to deal with these in accordance with the Buyer's internal procedures and all relevant regulatory requirements; and

- Provide the Supplier with contact details on where to forward any complaints received by the Supplier which are identified by the Supplier as relating to the Buyer's business or services. The Buyer shall notify the Supplier promptly of any changes to such contact details.

Technical Issues

The Buyer shall ensure that where it receives any queries from a Customer related to a technical issue, it has reviewed the query internally before passing to the Supplier to ensure that issue does not relate to Buyer's services or technology.

HANDLING CUSTOMER COMPLAINTS

In relation to any complaints from Customers or Buyers ('Complainant'), relating to the Services, the Supplier shall:

1. Record the nature of the complaint received;
2. Acknowledge all formal complaints in accordance with the latest version of the Supplier complaints handling procedure available at <https://www.experian.co.uk/consumer/product-factsheets/complaint-handling-procedure.pdf>;
3. Where the Complainant is not satisfied with the response, the Supplier will refer the Complainant to the appropriate regulatory body in line with its regulatory obligations; and
4. Depending on the nature of the complaint, the Supplier may inform the appropriate regulatory body in line with its regulatory obligations.

TERMS RELATED TO CATEGORISATION SERVICES (CAAS)

1. The Supplier's data categorisation services may include the use of machine learning and automated intelligence statistical techniques ("AI Techniques"). By their very nature, AI Techniques acquire additional knowledge each time they analyse data. By allowing the use of its data in this Service the Buyer agrees to allow the Supplier and its Group Companies to use the AI Techniques to acquire additional knowledge in order to (1) train the system prior to and during the provision of a live service; and (2) to inform its machine learning algorithms. This knowledge may be used to support the future development of products, but the Supplier will not use the Buyer Data in the provision of these products to other Buyers.
2. The Supplier may retain an anonymised subset of the Buyer Data for use by the Supplier and its Group Companies as a training dataset. This will not be shared outside of the Supplier and its Group Companies and will only be used to refine the Supplier's categorisation algorithms.
3. The Buyer acknowledges that the Supplier retains all Intellectual Property rights derived, prepared or generated pursuant to the analysis of the Account Information.
4. The Categorised Data shall not be used by the Buyer to enhance, inform or update the Buyer's or any third party methodology, and the Buyer will not reverse engineer, decompile, disassemble or otherwise attempt to derive techniques, processes, algorithms, know-how or other information from the Categorised Data or permit or induce the foregoing.

CUSTOMER CONSENT FOR AFFORDABILITY PASSPORT SERVICES

2. As the Supplier is the AISP it shall:
 1. explain in writing to the Customer:
 - which accounts it will access and with which ASPSPs;
 - What information it needs from the Customer in order to access the Account Information;
 - Who will access the Account Information;
 - Who the Account Information will be shared with; and
 - Such other information as may be required under the PSRs.
 2. obtain consent from the Customer to access the Account Information, based on the disclosures in paragraph 1 above;
 3. retain evidence of that consent for a period of at least 6 (six) years after the date on which the Supplier passes the Account Information to the Buyer;
 4. provide evidence of the consent to the Buyer on request; and
 5. promptly inform the Buyer if either of the following occurs which impacts the provision of the Services:
 - Customer withdraws her/his consent; or
 - an ASPSP denies access to Account Information.

PSR COMPLIANCE

1. In providing and using the Services, each party will comply (and ensure that each sub-contractor it uses complies) with the requirements of the PSRs. In providing the Services the Supplier shall:
 - 1.1. where it (or any of its sub-contractors) have access to the Customer's personalised security credentials, ensure that the Customer's personalised security credentials are not accessible to any third parties, apart from the issuer of those credentials, and that they are transmitted through safe and efficient channels;
 - 1.2. identify itself to the ASPSP and communicate securely with the ASPSP and the Customer in accordance with the relevant regulatory technical standards which are applicable at the time of access;
 - 1.3. not access any Account Information other than the Account Information agreed to by the Customer in accordance with the section above entitled "Customer Consent";
 - 1.4. not request any sensitive payment data linked to the accounts that are accessed;
 - 1.5. not use, access or store any Account Information for any purpose except for the provision of the Services.
2. Where the Customer has consented to the Supplier accessing non-payment account information, the Supplier will comply with the obligations set out above as if that account were a payment account.

SECURITY REQUIREMENTS

1. The Supplier will hold (and ensure that each sub-contractor holds) (a) all Customer credentials and (b) all Account Information obtained, securely and in accordance with all relevant legal and regulatory requirements.
2. Once the Supplier has provided Account Information and any Categorised Data to the Buyer, the Buyer shall hold such information securely and in accordance with all relevant legal and regulatory requirements.
3. The Supplier will have in place a framework with appropriate mitigation measures and control mechanisms to manage the operational and security risks relating to the Services, and will maintain effective incident management procedures, including for the detection and classification of major operational and security incidents.
4. The Supplier will carry out, on an annual basis, an updated and comprehensive assessment of its operational and security risks and relating to the adequacy of the mitigation measures and control mechanisms implemented in response to those risks.

REPORTING OBLIGATIONS

1. Each party will inform the other, without undue delay, in the event of any of the following:
 - 1.1. it receives a complaint relating to the Services from any Customer;
 - 1.2. it notifies the FCA (or any other regulator) of any major operational or security incident relating to the Services. It will also inform the other party whether it has notified the affected Customers;
 - 1.3. it becomes the subject of a regulatory investigation relating to the Services, including following an allegation that either party has breached the terms of its agreement with the Customer or otherwise misused, lost or failed to secure Account Information;
 - 1.4. it receives any fine from a regulator in relation to the Services;
 - 1.5. it loses its permission to provide or use the Services.
2. The Buyer may also request annual reports on the number of complaints received from Customers in relation to the Services.

REGULATORY ASSISTANCE

1. Each party shall provide the other with such reasonable assistance and information as the other party may require in order to respond to any question from a regulator relating to the Services or any question or complaint from a Customer within such timescales as are required for the parties to comply with their legal and regulatory obligations.
2. Where the Supplier is acting as the AISP, the Buyer shall:
 - 2.1. Provide the Supplier with a copy of its complaints policy and procedure for review by the Supplier on request; and
 - 2.2. Ensure that up to 4 of its call centre staff attend a training session with the Supplier prior to the Live Date to receive training on handling queries and complaints from Customers in relation to the Service. Such staff shall then train all of the Buyer's call centre staff on the

procedures for handling queries and complaints.

TERMINATION

Either party may terminate this Call-Off Contract with immediate effect if at any time the Supplier does not have permission to provide services as an AISP.

TERMS RELATING TO BANK ACCOUNT VERIFICATION SERVICES

Any information provided to the Buyer by the Supplier relating to the outcome of the Supplier's bank account verification checks are to be used by the Buyer solely in conjunction with the Affordability Passport product and are not licensed to the Buyer for wider usage.

PROOF OF CONCEPT TERMS

3. If the Services are provided as part of a proof of concept, trial or pilot, the Buyer shall provide updates on a monthly basis on:
 1. the levels of Customer appetite to share bank account transaction data;
 2. details of the messaging used by the Buyer to drive consumers to use the Affordability Passport services;
 3. Number of Customer consenting to share data;
 4. Drop out rates;
 5. Accuracy of Categorised Data compared to manual review of statement data; and
 6. Cost saving and efficiencies achieved by the Buyer as a result of using the Services.

CUSTOMER DATA

1. The Buyer shall be the data controller in respect of all Customer Data. The Buyer shall ensure that, if and to the extent that it passes Personal Data comprised in the Customer Data to the Supplier, it complies with Data Protection Legislation.
2. The Buyer shall ensure that it has properly verified each Customer's identity before requesting any Credit Summary Report, from the Supplier.
3. The Buyer shall promptly notify the Supplier if any Customer requests for their data to stop being processed and/or deleted and/or withdraws their consent given to use that Customer Data.
16. **Data retention**
 4. The Supplier may retain the Customer Data in connection with the Services, on a rolling basis, for a period specified by Buyer (with three (12) months being the default) after the Supplier's receipt of such data ("**Retention Period**").
 5. The Supplier and its subcontractors shall delete or otherwise destroy Customer Data that has been retained for longer than the Retention Period.
 6. Upon termination or expiration of this Call-Off Contract, the Supplier shall delete or return to Buyer all the personal data that the Supplier and its subcontractors process; provided that the Supplier

and its subcontractors may retain one copy of such personal data for a. record keeping and/or evidence purposes; and/or b. establishment, exercise or defence of legal claims; and/or c. compliance with legal obligations.

7. The Buyer agrees to communicate the applicable Retention Period so that the Supplier and its subcontractors are able to comply with the applicable Retention Period.

TERMS RELATING TO THE PROVISION OF THE SUPPLIER SUMMARY CREDIT REFERENCE REPORT

1. Without prejudice to any other provisions of this Call-Off Contract, the Buyer shall ensure that the Summary Credit Report is obtained by the Buyer only for the purpose set out in the Buyer Permitted Purpose, subject to the Customer providing consent in accordance with all Applicable Laws. The Buyer shall ensure that any Customer identity is verified before requesting any Summary Credit Report from the Supplier.
2. The Buyer shall maintain a record of Customer consent and make such records available to the Supplier on request. The Buyer shall promptly notify the Supplier if any Customer withdraws their consent given to use that Customer's data.
3. Without prejudice to any other provisions of this Call-Off Contract, the Summary Credit Report is Confidential Information and may not be disclosed to any third party.
4. Without prejudice to any other provisions of this Call-Off Contract, the Buyer shall comply with such processes as the Supplier provides to it from time to time in respect of any complaints or queries raised by a Customer relating to the Summary Credit Report and shall take all steps required to reduce and avoid complaints as determined by the Supplier.
5. In the event that the Buyer receives a communication from a Customer that constitutes a complaint relating to the Summary Credit Report then the Buyer shall explain that this is a matter that should be raised with the Supplier (and provide the Customer with the relevant the Supplier contact details to raise such complaint directly with the Supplier). The Buyer shall not resolve or seek to resolve any complaint relating to the Summary Credit Report on behalf of the Supplier.
6. If at any time the Supplier reasonably believes the Buyer is in breach of any of the above terms, the Supplier shall (without prejudice to any other right or remedy) be entitled to suspend with immediate effect all access by the Buyer to the Summary Credit Report until such time as the breach has been remedied to the Supplier's satisfaction. If the breach is material and is either not capable of remedy, or has not been remedied within a period of 21 (twenty one) days from the date of a notice requiring its remedy, the Supplier shall be entitled on giving written notice to the Buyer to terminate the Buyer's access to the Summary Credit Report.
7. Without prejudice to any other provisions of this Call-Off Contract, the Supplier shall be entitled to suspend and/or terminate with immediate effect the provision of the Summary Credit Report if the Supplier is unable to provide it to the Buyer for any reason.
8. If the Buyer is not a CAIS Member, it must include transparency information within its privacy notices explaining how data is shared with the Supplier, and a link to CRAIN([Credit Reference Agency Information Notice \(CRAIN\) | Experian](#)) must be included within its privacy policy. This is required as the Supplier is a data controller of the bureau data.

TERMS RELATING TO AML CHECK AND IDENTITY DOCUMENT CHECK

17. **General Terms**

1. The Buyer acknowledges that in the event of a suspected or confirmed security incident impacting the Buyer's use of the AML Check or Identity Document Check Service, the Supplier reserves the right to immediately withdraw or suspend access to such Services and/or to alter the password(s).
2. The Buyer shall not:
 - a. use the AML Check or Identity Document Check to discriminate against a Customer;
 - b. use Identity Document Check in a manner that could reasonably be expected to bring Onfido Limited (the provider of the Identity Document Check Services) into disrepute;
 - c. act in a way which interferes with or compromises the integrity of the AML Check or Identity Document Check element of the Services.

18. **Terms related to Identity Document Check**

1. The Buyer agrees that the Supplier may use the services of Onfido Ltd to provide Identity Document Check element of the Services.
2. The Supplier shall be entitled to make changes to the Identity Document Check element of the Services from time to time, or provide a replacement service, provided such changes or replacement service provide equivalent functionality.
3. The Supplier shall be responsible for the acts and omissions of Onfido Ltd to the same extent as if it had carried out the obligations itself pursuant to this Call-Off Contract.
4. Without prejudice to any other provisions of this Call-Off Contract, the Buyer acknowledges that they are a Data Controller in respect of the personal data used by the Supplier to provide the Identity Document check component of the Services and that the Supplier is acting as a Data Processor upon the instructions received from the Buyer and in accordance with the data protection schedule.
5. The Supplier will provide hosted screens / user interface elements for the Buyer's Customers to use the Identity Document Check element of the Services to capture the Customer's identity documents and photo ID, using the services provided by its partner (Onfido), to:
 - capture the consent from a Buyer's Customer that uses the services
 - send the Buyer's Customer's identity Documents and photo ID to Onfido Ltd for performing the Identity Document Check.
 - Give access to the Customer's identity documents and photo ID to the Buyer via the Affordability Portal and / or standard API mechanism, as detailed in the developer guide agreed between the parties.
 - Retain the Customer's identity documents and photo ID for up to 1 year.

UPDATES

1. The Supplier may update the Services from time to time (including by way of adding or amending features or functionality and/or changing delivery methods or mechanisms (including platforms)), provided in any event that the updated Services will provide the same or materially similar

outcomes. The Buyer shall provide such co-operation as the Supplier reasonably requires in order to complete the update in question.

2. The Services are provided at the Buyer's request and the Buyer is responsible for (i) ascertaining that the Services are suitable for its own needs; and (ii) ensuring it is able to receive the Services (including any development or testing required in order for the Services to be integrated with the Buyer's systems). If the Buyer fails to comply with the obligation in sub-paragraph (ii) of this paragraph, the Buyer acknowledges the availability of the Services may be affected.

SUPPLIER TERMS AND CONDITIONS PART B

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

SECTION A: CORE TERMS

These Core Terms shall always apply.

1. PRIMARY OBLIGATIONS AND WARRANTIES

1.1. The Supplier shall:

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

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

1.3. Each of the parties shall

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

1.4. Each party warrants that:

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

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

2. TERM

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

3. PAYMENTS AND INVOICING

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

4. NATURE AND USE OF THE SERVICES

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

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

5. COMPLIANCE AND AUDIT

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

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

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

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

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

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

6. CONFIDENTIALITY

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

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

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

7. INTELLECTUAL PROPERTY RIGHTS

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

8. THIRD PARTY CLAIMS

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

indemnified party:

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

9. LIMITS ON LIABILITY

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

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

10. TERMINATION

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

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

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

11. FORCE MAJEURE

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

12. SEVERANCE

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

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

13. NOTICES

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

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

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

14. GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

14.11. In this Call-Off Contract:

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

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

SECTION B: DATA AND MATERIALS TERMS

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

15. PROVISION OF DATA AND MATERIALS

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

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

16. BUYER OBLIGATIONS

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

17. USE OF BUYER MATERIALS

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

18. DATA PROTECTION

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

requirement before Processing, unless that law prohibits such information on important grounds of public interest);

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

which Article 82(4) UK GDPR may apply:

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

SECTION C: PERMITTED USERS

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

19. PERMITTED USERS

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

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

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

SECTION D: DEFINITIONS

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

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

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

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

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