Master Agreement

Customer	LNRSUK
Legal Entity:	Legal Entity: LexisNexis Risk Solutions UK Limited
Registered Address:	Registered Address: Global Reach, Dunleavy Drive, Cardiff, CF11 0SN
Registration Number:	Registration Number: 07416642

The Customer and LNRSUK are each a Party to this Master Agreement and are also referred to, collectively, as the Parties.

Customer	LNRSUK
Signed By:	Signed By:
Print Name:	Print Name:
Position:	Position:
Date:	Date:

Master Agreement

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In this MA made by and between the Parties identified on the Cover Page, the Parties agree to the following:

1. **Definitions and Interpretation**
    a. In this MA, these words and expressions will mean the following:

"Addendum"	means an attachment to this Master Agreement setting out any amended or supplemental terms.
"Affiliate"	means, in relation to a company, all subsidiaries, holding companies and any subsidiary of that holding company where "subsidiary" and "holding company" will have the meanings given to them in Section 1159 of the Companies Act 2006.
"Anti-Bribery Laws"	means any law relating to the offence of bribery or corruption as applicable to either Party, and in particular, the Bribery Act 2010 and the U.S. Foreign Corrupt Practices Act of 1977, as amended, 15 U.S.C. §§ 78dd-1, et seq.
"Applicable Laws"	means laws, regulations and rules, treaties, legal and regulatory requirements and codes of conduct that govern the provision, receipt and use of the Services and Data, including Anti-Bribery Laws, Data Protection Laws and Sanctions Laws.
"Application Form"	means the LexisNexis Risk Solutions UK Limited International Application that forms part of the MA.
"Authorised Users"	means Users and Customer Third Parties authorized by LNRSUK and Customer to access and use the Services.
"Business Day"	means any day other than a Saturday, Sunday or bank or other public holiday in England and Wales.
"Business Hours"	means 9:00 am to 5:30 pm on any Business Day.
"Claim"	means any demand, claim or action, whether actual or threatened, raised against a Party regardless of the form of action and irrespective of its legal basis.
"Confidential Information"	means all oral or written information of a confidential nature (however recorded or preserved) related to a Party's or Party's Affiliate's (or employees, customers, and third-party contractors of that Party or Party Affiliate), operational and business proposals, plans, pricing, financial information, proprietary technical methods,

	techniques, ideas, processes, trade secrets (as defined by Applicable Law), code, lists (including customer lists), problem and performance reports, inventions, apparatus, statistics, programs, research, development, algorithms, formulas, schematics, testing procedures, software design, and architecture, software, computer code, systems, supporting documentation internal or otherwise, design, and functional specifications, product requirements, performance information, and other technical, business, product, marketing, and third-party information, information technology, network designs, passwords, and sign-on codes, the terms of this MA, or any other information that is designated as confidential, developed or acquired exclusively by a Party or a Party's Affiliate, is unique to the business of a Party or its Affiliate, not generally known to the competitors of a Party or its Affiliate or utilised in the industry in which the Party or its Affiliate operates.
"Cover Page"	means the first page of this Master Agreement identifying the Parties and documenting the execution of the MA.
"Customer"	means the entity set out on the Cover Page that is responsible for the receipt and use of the Services and Data.
"Customer Third Party"	means any Affiliate, subcontractor, agent or other third-party of Customer who has been set out in Appendix 1 to access the Services in accordance with Clause 6.
"Data"	means the information and data that is provided, stored on and/or accessed through the Services, including relating to data subjects, under this MA.
"Disclosing Party"	has the meaning set out in Clause 10.a.
"Effective Date"	means the last date on which the Cover Page is signed by a Party or the date on which the Application Form is approved by LNRSUK, whichever is later.
"Exhibit"	means an attachment to a Schedule A setting out any supplemental terms to that Schedule A.
"FCA"	means the U.K.'s Financial Conduct Authority.
"Fees"	means the fees payable by the Customer for the Services and Data as set out in the relevant Schedule A(s).

"Force Majeure"	means an event outside of the reasonable control of a Party, including riot, civil unrest, military action or terrorism; damage to or destruction of premises or equipment; earthquake, storm, epidemic, pandemic, flood or other natural disaster; deliberate sabotage of, or malicious damage to, equipment or data; industrial action, strikes or lock-outs by employees of third parties; inability to obtain supplies of power, fuel, or transport; exercise of emergency powers by any governmental authority of the territory whether national, regional or local.
"Good Industry Practice"	means, in relation to any undertaking and any circumstances, the exercise of that degree of professionalism, skill, diligence, prudence and foresight that would reasonably and ordinarily be expected from a skilled and experienced person engaged in the same type of activity under the same or similar circumstances required to match the practices and professional standards of best practice organisations.
"Information Security Programme"	means appropriate policies and procedures covering the administrative, physical and technical safeguards in place with respect to the access, use, alteration, disclosure, storage, destruction and control of information that are measured against objective standards and controls and that account for known and reasonably anticipated threats, monitors for new threats on an ongoing basis, and meets or exceeds Good Industry Practice.
"Insolvency Event"	means, in respect of a Party, where: a proposal is made for a voluntary arrangement within Part I of Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); a petition is presented for winding up (that is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator; a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or

assets; an application is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; it is or becomes insolvent within the meaning of Section 123 Insolvency Act 1986; a moratorium comes into force in accordance with Schedule 1 of the Insolvency Act 1986; or any event similar to the above insolvency event occurs in respect of that Party in any jurisdiction in which it is incorporated or has a place of business.

"Intellectual Property Rights" means all rights in patents, copyright, computer software, websites, databases, design, trademarks, service marks, trade names, domain names, reputation, get-up, semiconductor chip topography, mask works, utility models, undisclosed or confidential information (including know-how, trade secrets (as defined by Applicable Law) and inventions) and all other rights of an equivalent or similar nature and in all cases, whether registered or unregistered and all applications for any of these rights as may exist anywhere in the world.

"LNRSUK"	means the entity set out on the Cover Page.
"Losses"	means demands, costs, expenses, loss, injury or damage (including professional and legal fees) incurred or suffered by a Party or an Authorised User in relation to a Claim.
"Master Agreement" or "MA"	means this agreement made between the Parties.
"Notice"	has the meaning set out in Clause 17.a.
"Permitted Use"	means the usage permitted under this MA for a specific Service or Data as set out in this MA, including, in particular, the Application Form, relevant Schedule A and any corresponding Exhibits.
"Receiving Party"	has the meaning set out in Clause 10.a.
"Representatives"	has the meaning set out in Clause 10.c.i.
"Sanctions Laws"	means any economic sanction law applicable to either Party and, in particular any law enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.K or the EU.
"Schedule A"	means an attachment to this MA setting out the terms applicable to specific Services References to a Schedule A shall also include, as applicable, any commercial terms detailed in an Order Form as referred to in Framework Schedule 6 and which may have additional terms attached
"Security Event"	means any incident where a User ID and/or password for access to the Services or Data (or any related information), is or has been lost, stolen, compromised, misused or used, disclosed, accessed or acquired in an unauthorised manner or by any unauthorised person, or for any purpose contrary to the terms of this MA.
"Services"	means the products and/or services, including through which the Data is delivered, to be provided by LNRSUK or its Affiliate to the Customer as set out in the relevant Schedule A(s) and any corresponding Exhibits.
"Subcontractor"	means any subcontractor of LNRSUK that delivers the Services in accordance with Clause 4.

"Term"	has the meaning set out in Clause 2.a.
"User"	means the Customer's officers, employees and any individual whose services are contracted principally to the Customer or to whom the Customer grants access to the Services as described in this MA.
"User ID"	has the meaning set out in Clause 11.a.
"VAT"	means any value added tax, sales taxes, duties or levies imposed by any authority, government or government agency in any jurisdiction.

b. Except where expressly stated otherwise in this MA:
   i. headings are included for convenience only and will not affect the construction or interpretation of this MA;
   ii. use of the singular includes the plural and vice versa;
   iii. references to "including", "in particular" or any similar expression are for illustration only and the words "include", "includes" or "including" are deemed to be followed by the words "without limitation";
   iv. any reference to "LNRSUK" in the MA will include its Affiliates to the extent relevant to the provision of the Services by an LNRSUK Affiliate(s) under the applicable Schedule A;
   v. any reference to a "person" or "persons" includes natural persons, firms, partnerships, bodies corporate, corporations, associations, organisations, governments, states, foundations and trusts (in each case whether incorporated and whether or not having a separate legal personality);
   vi. any reference to a statute or statutory provision will include a reference to any modification, consolidation or re-enactment (whether before or after the Effective Date) from time to time and will include reference to any re-enactment provisions (whether with or without modification) and any subordinate legislation including any by-laws, statutory instruments, rules, regulations, orders, notices, directions, consents, permissions or conditions;
   vii. use of the verb "may" denotes an action that a Party may take in its sole discretion; and,
   viii. any requirement for consent includes an obligation to not unreasonably withhold or delay that consent.

c. In the case of conflict or ambiguity, the order of precedence for this MA and the documents attached to or referred to in this MA will be:
   i. Schedule A;
   ii. Exhibit (if any);
   iii. the Application Form;
   iv. Addendum (if any); and
   v. Master Agreement,

2. Commencement and Duration

a. This MA commences on the Effective Date and will continue unless terminated earlier as set out in Clauses 11.h, 12.c, 13 and 14.d or expires as a result of the termination or expiry of all Schedule As (the "**Term**").

b. The term of each Service will be described in the relevant Schedule A.

3. The Services

a. In consideration of the payment of the Fees by the Customer to LNRSUK (or any Affiliate of LNRSUK), LNRSUK grants to the Customer and Authorised Users for the duration of the Term a revocable, non-exclusive, non-transferable licence to access and use the Services and the Data, via its Authorised Users, as set out in this MA, solely for the Customer's legitimate internal business purposes and the Permitted Use subject to the restrictions set out in this MA, in particular Clause 5, or any Schedule A or Addendum.

b. This MA governs all delivery methods provided to the Customer for the Services, including online, batch, XML, assisted searching, machine-to-machine searches and any other means that may become available.
c. LNRSUK will provide the Services as set out in this MA in accordance with Applicable Laws, and subject to the rest of this Clause 3, with reasonable skill and care, employing Good Industry Practice standards and in compliance with the standards and controls set out in the LNRSUK Information Security Programme Addendum to this MA, as updated from time to time.
d. LNRSUK will collect certain data from public records and other sources that may form part of the Data or a Service, such data may contain errors and is sometimes reported or entered inaccurately, processed poorly or incorrectly and is generally not free from defect.
e. LNRSUK will not take any steps to externally verify the accuracy or completeness of Data so the Data is therefore provided to the Customer "as is" and with no obligation as to the completeness or accuracy of the Data.
f. Other than as expressly set out in this MA, LNRSUK makes no representation or warranty with respect to the Services or the Data, including:
    i. that the Services will be available for access all the time, or at any time, or on a continuous uninterrupted basis;
    ii. that the Data is accurate, comprehensive, or up to date; or,
    iii. any warranty of title, satisfactory quality or fitness for a particular purpose.
g. Customer acknowledges and agrees that LNRSUK and its Affiliates may:
    i. compile statistical and other information related to the performance, operation and use of the Services and use data in aggregated form for security and operations management and for research and development purposes or other business purposes, provided that such information and data will not identify or serve to identify any individual; and
    ii. process all search enquiry data for any purpose consistent with Applicable Laws, including for its regulatory compliance purposes and to monitor and improve its products and services.

4. Provision of the Services

a. LNRSUK may provide all or a part of the Services by any of its Affiliates or a Subcontractor so long as LNRSUK:
    i. procures that the LNRSUK Affiliate or Subcontractor will comply with all the obligations placed upon LNRSUK in this MA to the same extent as if the LNRSUK Affiliate or Subcontractor were a party to this MA in its own right;
    ii. assumes all responsibility for the acts and omissions of the LNRSUK Affiliate and the Subcontractor and any of its employees, agents or subcontractors in relation to its delivery of the Services; and,
    iii. remains liable to the Customer for any and all Losses and Claims arising out of or in connection with the LNRSUK Affiliate's or Subcontractor’s delivery of the Services, subject to and included within LNRSUK's indemnification and limitation of liabilities set out in this MA.

5. Usage of the Services

a. The Customer will only use the Services as set out in this MA in accordance with Applicable Laws and will not, nor attempt to:
    i. use the Services for any private investigation services for the purpose of covert surveillance or matrimonial investigations, marketing, investigative journalism purposes, any personal (non-business) purpose nor any illegal or inappropriate purposes;
    ii. access the Services from Internet Protocol addresses located outside of the countries set forth in the Application Form, unless otherwise authorised by LNRSUK;

- iii. sell, resell, rent, lease or lend out the Services or Data to any third-party other than as set out at clause 6 of this MA;
- iv. use the Services to provide data processing services to third parties or evaluate data for third parties or, without LNRSUK's written consent, compare the Services or Data against a third-party's services to create a competing product;
- v. interfere with or disrupt the proper operation of LNRSUK's software, hardware, systems or networks, including knowingly or negligently transmitting files that might interrupt, damage, destroy or limit the functionality of any computer software, hardware, systems or networks, including corrupted files or files that contain viruses, trojans, worms, spyware or other malicious content;
- vi. gain or try to gain unauthorised access to LNRSUK's computer system or the computer system(s) of any other user, to which the Customer does not have access rights;
- vii. take any action that does or might cause LNRSUK's service to users to be interrupted or degraded;
- viii. convey any false, unlawful, harassing, defamatory, abusive, hateful, racial, threatening, harmful, vulgar, obscene, seditious or otherwise objectionable or offensive material of any kind or nature;
- ix. knowingly or negligently upload or download files that contain software or other material protected by Intellectual Property Rights (or by rights of confidentiality or privacy of publicity, where applicable) unless the Customer owns or controls those rights or has received all necessary consents;
- x. transfer or otherwise disclose or share any Data received through the Services to any party except as set out in this MA;
- xi. without prior written consent, access or use the Services via mechanical, programmatic, robotic, scripted or other automated search means, other than through batch or machine-to-machine applications approved by LNRSUK;
- xii. falsify the origin or source of any Data or other material; or,
- xiii. use the Data supplied by LNRSUK as the sole basis for any decision affecting a data subject.

b. The Customer will be solely responsible for any decisions made or actions taken in connection with the Services and Data with respect to a relevant data subject.

c. Where the Customer is a claims management company regulated by the FCA, it will maintain registration with the FCA and only use the Services in relation to customers who are currently or were previously engaged by the Customer.

d. The Customer shall at its own cost and in a timely manner:
   - i. provide to, or procure for LNRSUK:
     1. access to Customer software and/or Customer systems; and
     2. relevant information, instructions and assistance, including reasonable access to and cooperation by customer personnel: and
   - ii. take such action necessary for LNRSUK to perform its obligations under this MA, and/or for the installation, initiation, testing, configuration or upgrading of the Services.

e. The Customer shall adhere to and use the Services in accordance with any instructions, guidance or training provided or made available to the Customer by LNRSUK.

f. The Customer shall be responsible for the management of any third-parties and the quality of their input and work and LNRSUK shall not be responsible for any delays to the installation, initiation, testing, configuration or upgrading of the Services caused by such third-parties.

g. The Customer shall ensure that the computer and operating systems and any other hardware or software which LNRSUK is asked by the Customer to use, modify or access for the purposes of performing LNRSUK’s obligations is either the property of the Customer or is legally licensed to the Customer and that LNRSUK is authorised to use the same.

6. Authorised Users

a. LNRSUK will provide the Services to Authorised Users on the same terms on which Services are provided to the Customer, so long as the Customer:

i. procures that the Authorised Users will comply with all the obligations placed upon the Customer in this MA to the same extent as if the Authorised Users were a party to this MA in their own right;
ii. procures that any Claim that may arise from an Authorised User against LNRSUK is actioned only by Customer on Authorised User's behalf and in accordance with the terms of this MA, including Clause 15;
iii. assumes all responsibility for the acts and omissions of the Authorised Users and any of their employees, agents or subcontractors in relation to the receipt and use of the Services;
iv. ensures that the Authorised Users do not use the Services or obtain or use any Data for personal or other reasons other than as set out in this MA; and,
v. remains liable to LNRSUK for any and all Losses and Claims arising out of or in connection with the Authorised Users' receipt and use of the Services, subject to and included within the Customer's indemnification and limitation of liabilities set out in this MA.

b. Customer and any Authorised Users shall be entitled to enable certain key employees to access the Services working from home (the "**Home Workers**") to the extent that the Customer procures that the Home Workers maintain the same levels of security as required under the MA. Customer accepts all responsibility for the Home Workers access to the Services and Data.

7. Fees

a. The Customer will pay LNRSUK (or an Affiliate of LNRSUK as designated on the applicable invoice) the Fees for access to and use of the Services within 30 days of the date of LNRSUK's (or its Affiliate's) invoice, without any offset, defence or counterclaim.
b. Where Fees payable correspond to the permitted number of Users under a Schedule A, the Fees will be payable whether or not the User IDs for the Users are used.
c. LNRSUK will invoice the Customer electronically for the Fees as set out in a Schedule A.
d. All payments required to be made under this MA are stated exclusive of VAT and any other applicable taxes in any relevant jurisdictions that will also be paid by the Customer at the rates prevailing from time to time.
e. Unless set out otherwise in a Schedule A, as a result of any change in law, regulation, market standard or increase in the cost of providing the Services, LNRSUK may increase the Fees by giving the Customer no less than 45 days' written notice, and continued use of the Services following expiry of that notice period will be deemed acceptance of that increase.
f. The Customer will pay sums payable under this MA free and clear of all deductions and withholdings whatsoever, unless the deduction or withholding is required by law and, in that case, the Customer will:
    i. pay to LNRSUK (or the LNRSUK Affiliate, as applicable) the sum that will, after the deduction or withholding has been made, leave LNRSUK (or the LNRSUK Affiliate, as applicable) with the same amount as it would have been entitled to receive in the absence of any requirement to make a deduction or withholding; and,
    ii. within 30 days of making the deduction or withholding, provide a written statement showing the gross amount of the payment, the amount of the sum deducted and the actual amount paid.
g. If the Customer fails to pay when due any amount payable under this MA, LNRSUK may charge the Customer interest on the overdue amount from the due date up to the date of actual payment, after as well as before judgment, in accordance with Applicable Law.
h. The Customer will not require LNRSUK to enter into a third-party relationship with a payment processor to obtain payment for the Services.
i. Where the Customer disputes any amount invoiced in good faith, it will:
    i. notify LNRSUK as soon as reasonably practicable, however, not later than five Business Days after receipt of the relevant invoice;
    ii. pay the balance of the invoice that is not in dispute by the due date; and,
    iii. pay the balance and any interest as set out in Clause 7.g on sums found or agreed to be due within five Business Days after resolution of the dispute.

8. Intellectual Property Rights

a. The Customer acknowledges that all Intellectual Property Rights in the Services are owned by LNRSUK, LNRSUK's licensors and/or owners of rights in the Data.

b. The Customer will not:

   i. remove, edit or otherwise interfere with any copyright notices, names, marks, logos or branding of the Services;

   ii. copy, record, edit, alter or translate any of the Services, including the underlying software or any part of the Services except to the extent expressly permitted by law;

   iii. reverse engineer, disassemble or otherwise attempt to derive source code for the Services in whole or in part except to the extent expressly permitted by law or under the terms and the licences of any open source software on which the Services is based;

   iv. in any manner damage or impair any of the LNRSUK's and its licensors' Intellectual Property Rights; or,

   v. create a competing database from the results of the Services.

9. Data Protection

a. To the extent that LNRSUK or the Customer receives personal data from the other, the terms of the LexisNexis Risk Solutions Data Protection Addendum at https://risk.lexisnexis.com/group/dpa will apply, except to the extent that LNRSUK is processing personal data on behalf of the Customer, the terms of the LexisNexis Risk Solutions Data Processing Addendum at https://risk.lexisnexis.com/group/dpa will apply.

10. Confidentiality

a. During the Term and following termination or expiration of this MA, the following obligations will apply to the Party receiving Confidential Information (the "**Receiving Party**") from the other Party (the "**Disclosing Party**").

b. The Receiving Party will:

   i. not use any Confidential Information for any purpose other than as set out in this MA or in order to evaluate and possibly enter into a new business transaction pursuant to this MA;

   ii. not disclose any Confidential Information to any person not authorised by this MA to receive that Confidential Information except with the prior written consent of the Disclosing Party;

   iii. not reverse engineer any Confidential Information; and,

   iv. unless a higher standard is required by this MA, apply the same security measures and degree of care to the Confidential Information as the Receiving Party applies to its own confidential information of a similar nature.

c. The Receiving Party may disclose any Confidential Information:

   i. to its Affiliates and their directors, other officers and employees and advisers as well as subcontractors ("**Representatives**"), to the extent that disclosure is reasonably necessary for the purposes of this MA or in order to evaluate and possibly enter into a new business transaction pursuant to this MA, and who are subject to obligations of confidentiality materially similar to this Clause. The Disclosing Party may disclose Confidential Information to the Receiving Party's Representatives directly, provided such disclosure is reasonably necessary for the purposes of this MA or in order to evaluate and possibly enter into a new business transaction pursuant to this MA. All Representatives must be bound by written obligations of confidentiality materially similar to this Clause. The Receiving Party shall be responsible for ensuring compliance with these obligations by its Representatives; and,

   ii. to the extent required by law, to any governmental or other regulatory authority (including any relevant securities exchange, or by a court or other authority of competent jurisdiction) provided that, to the extent it is legally permitted to do so, it gives the Disclosing Party as much notice of this disclosure as possible and, where notice of disclosure is not prohibited and is given as described in this Clause, it takes into account the reasonable requests of the Disclosing Party in relation to the content of this disclosure.

d. The provisions of this Clause will not apply to any Confidential Information that:

i. is at or after the Effective Date publicly known other than by breach of this MA;
ii. can be shown by the Receiving Party to the Disclosing Party's reasonable satisfaction to have been known by the Receiving Party before disclosure by the Disclosing Party or to have been received by the Receiving Party from a third-party in good faith;
iii. was independently developed by employees of the Receiving Party without any knowledge or use of the Disclosing Party's Confidential Information; or,
iv. the Parties agree in writing is not confidential or may be disclosed.

e. The Disclosing Party warrants that it has the right to disclose the Confidential Information to the Receiving Party and the right to authorise the Receiving Party to use the Confidential Information as set out in this MA or in order to evaluate and possibly enter into a new business transaction pursuant to this MA.

11. Security

a. Where applicable, LNRSUK will only provide the Services to Authorised Users with an authenticated user ID and password ("**User ID**").

b. The Customer will take appropriate measures to protect against the misuse or unauthorised access of or to the User IDs and the Services or Data, including:
i. managing identification, use, access and control of all User IDs in an appropriately secure manner;
ii. deactivating, without undue delay, any User IDs when no longer needed or where access presents a security risk; and,
iii. using reasonable endeavours to follow the policies and procedures for account maintenance that LNRSUK may communicate to the Customer in writing from time to time.

c. The Customer will implement, maintain and, without undue delay, remediate any deficiencies in its Customer Information Security Progamme.

d. The Customer will ensure that all use of the Services is in compliance with its Customer Information Security Programme and this MA.

e. LNRSUK may, or may require the Customer, to change User IDs or suspend access to the Services to any Authorised Users to mitigate any security concerns.

f. LNRSUK may monitor the use by Users of the Services and the Customer agrees to fully cooperate with any reviews, including promptly providing requested information, for the purpose of:
i. ensuring compliance with the terms of this MA;
ii. security; or,
iii. subject to applicable Data Protection Laws, evaluating, updating and improving the Services.

g. If the Customer suspects, has reason to believe or confirms that a Security Event has taken place, the Customer will:
i. notify LNRSUK within 24 hours if practicable, but in all cases, without undue delay, by email to security.investigations@lexisnexis.com;
ii. provide to LNRSUK a reasonable summary of the circumstances surrounding the Security Event;
iii. cooperate reasonably with LNRSUK's requests for information regarding the Security Event;
iv. investigate the situation without undue delay;
v. where notification of a Security Event to the data subject or to a regulatory body is required by the Data Protection Laws, not reference LNRSUK or the Service through which the Data was provided, nor otherwise identify or reference LNRSUK or the Service in connection with the Security Event, without LNRSUK's express written consent, unless required by the Data Protection Laws or the relevant regulatory authority;
vi. provide all proposed third-party notification materials to LNRSUK for review and consent, prior to distribution; and,
vii. remain solely liable for any and all:
1. Losses and Claims that may arise from the Security Event;
2. legal or regulatory obligations that may arise under Applicable Law; and,

3. any other fines or costs incurred relating to a Security Event.

h. In the event of a Security Event, LNRSUK may:
    i. immediately suspend the Customer's access to the Services and the Parties will work together in good faith to remedy the Security Event within 30 days and LNRSUK will not be obliged to give any refund to the Customer for the period of suspension of its access to the Services nor provide to the Customer any of the Services during that suspension, unless otherwise agreed; and,
    ii. terminate this MA without further notice if the remedy has not been agreed or applied within the 30 day period.

12. Review

a. LNRSUK's ability to provide information is regulated by a variety of privacy, data protection, and other laws in a variety of jurisdictions ("Data Laws") and by the licenses under which it obtains information ("Licenses"). Customer acknowledges that LNRSUK, and third parties as authorised by LNRSUK, will:
    i. perform a due diligence review of its account upon registration and that the due diligence review will be heightened if Customer desires to access sensitive, non-public information; and
    ii. perform periodic reviews of Customer's use of the Services to comply with Data Laws and Licenses, and that the review may require Customer to verify that its use of the Services is in full compliance with the terms and conditions of this Agreement.

b. Customer agrees to fully cooperate with LNRSUK in any such due diligence or review and will, without undue delay, but in no event later than 10 days from receipt of such request, produce all relevant records and documentation requested by LNRSUK. All reviews will be at LNRSUK's expense.

c. If there is any failure to cooperate with LNRSUK, or if any review reveals a lack of compliance with the terms and conditions of this Agreement, LNRSUK may deny or limit access to the Services.

d. The Customer may conduct a review of certain of LNRSUK's facilities, policies and procedures, back-up, disaster recovery and business continuity plans and relevant documentation including practices and operations, so long as the Customer:
    i. provides an advance plan for any review;
    ii. provides at least 30 days' written notice of the review;
    iii. conducts the review at a mutually agreed time and manner; and,
    iv. conducts the review no more than once per year, except where the Customer has demonstrated a reasonable belief that LNRSUK is not compliant with its obligations under this MA.

13. Termination

a. Either Party may terminate this MA or all or part of an applicable Schedule A for Services and Data:
    i. Immediately upon Notice where the other Party is in material or persistent breach of any of the terms of this MA and has failed to remedy that breach within 30 days after receiving Notice of the breach from the terminating Party;
    ii. Immediately upon Notice where the other Party is in material breach of any of the terms of this MA and that breach is not capable of remedy;
    iii. Immediately upon Notice in the event that:
        1. the other Party or any Authorised Users (in respect of Customer), becomes subject to, whether by virtue of being listed on or being owned or controlled directly or indirectly by a person listed on, any sanctions regimes of the European Union (or its Member States), United Kingdom, United Nations or United States of America's regulatory authorities; or,
        2. the continuation of the Services presents a reasonable risk to either Party that it would be subjected to any form of sanction, designation, divestment, or procurement prohibition,

For the avoidance of doubt, in the event of termination for any cause pursuant to this paragraph 13.a.iii., no prepaid Fees shall be refunded to the Customer;

iv. Immediately upon Notice in the event of an Insolvency Event; or,
v. as set out in Clauses 14.d.

b. LNRSUK may terminate this MA or all or part of an applicable Schedule A for Services and Data, immediately upon Notice as set out in 11.h.ii.
c. The Customer may terminate all or part of an applicable Schedule A for Services and Data following 30 days' Notice as set out in 17.c.ii.3.
d. Upon expiry or termination of this MA or a Schedule A, the Customer will (and will ensure that the Customer's Authorised Users will):
   i. immediately cease to use or have access to the relevant Services;
   ii. immediately pay any Fees that are due and payable; and,
   iii. within 90 days of expiry or termination, securely delete all copies of the relevant Services and Data from its systems and destroy any hard copies of the Data in its possession or control, except that the Customer will be entitled to retain records that are strictly required for its own regulatory compliance or legal purposes.
e. Any termination or expiry of this MA or all or part of an applicable Schedule A for Services and Data, if any, will be without prejudice to the accrued rights of the Parties under this MA.

14. Excused Performance

a. If either Party is affected by Force Majeure, it will promptly notify the other Party of the nature and extent of the Force Majeure.
b. Neither Party will be in breach of this MA for any delay or non-performance of its obligations (other than a payment obligation) where that delay or non-performance is due to any Force Majeure of which it has notified the other Party as set out in this Clause.
c. If a Force Majeure continues uninterrupted for 30 days or more, the Parties will discuss how to minimise its effects or agree fair and reasonable alternative arrangements.
d. If a Force Majeure continues uninterrupted for 90 days and the Parties have been unable to minimise its effects or agree fair and reasonable alternative arrangements, then either Party may terminate this MA following 30 days' Notice.
e. LNRSUK will not be in breach of this MA for any delay or non-performance of its obligations where that delay or non-performance is due to any:
   i. delay or non-performance of actions or obligations by the Customer or any third-party; or,
   ii. restriction or prevention by Applicable Law.

15. Limitation of Liability

a. Nothing contained in this MA will restrict either Party's liability for:
   i. death or personal injury resulting from any act, omission or negligence of that Party or its officers, agents, employees or subcontractors;
   ii. any fraudulent misrepresentation;
   iii. any breach of the obligations implied by Section 12 Sale of Goods Act 1979 or Section 2 Supply of Goods and Services Act 1982; or,
   iv. any other liability that cannot be excluded by Applicable Law.
b. Neither Party will be liable to the other for any Losses, regardless of whether the other Party knew or had reason to know of the possibility of the Losses, for (or arising from):
   i. loss of profits or anticipated savings;
   ii. loss of goodwill or injury to reputation;
   iii. loss of business opportunity; or,
   iv. indirect, consequential or special loss or damage.
c. The Parties agree that Losses suffered by an Authorised User shall be deemed to be the Losses of Customer for the purposes of this MA except that in no event shall LNRSUK be liable to both Customer and an Authorised User for substantially the same Losses.

d. The Customer shall indemnify LNRSUK on demand against any and all Losses sustained by LNRSUK as a result of a Claim brought by an Authorised User to the extent that such Losses exceed LNRSUK's limitation of liability under this MA.
e. Subject to Clauses 15.a and 15.b, LNRSUK's maximum aggregate liability to the Customer in respect of all Losses arising out of or in connection with this MA will not exceed the lesser of:
    i. the total amount paid by the Customer for the Services during the 12 months immediately preceding the first Claim by the Customer in respect of a Loss; or
    ii. 12 times the average monthly fee for ongoing Services paid by the Customer during the calendar year of the first Claim by the Customer in respect of a Loss.
f. Subject to Clause 15.ce, LNRSUK will indemnify the Customer against all third-party Claims incurred by the Customer directly or indirectly arising out of or in connection with any Claim that the access or use by the Customer of the Services or any Data as described in this MA infringes the Intellectual Property Rights of any third-party.
g. In order for any indemnification for a third-party Claim described in this MA to apply, the Party being indemnified will:
    i. promptly notify the other Party of any third-party Claims or circumstances giving rise to a third-party Claim and provide all reasonable assistance and information related to that third-party Claim;
    ii. not make any admission of liability or settlement without the prior written consent of the other Party;
    iii. mitigate its losses; and,
    iv. have the right to participate, at its own expense, in the defence of any third-party Claim through counsel of its choosing; and,

   the Party providing the indemnity will have the right to conduct the defence of any third-party Claim and all negotiations for settlement or compromise, unless otherwise mutually agreed to in writing by the Parties.

16. Dispute Resolution

a. If any dispute arises under this MA that the Parties are unable to resolve within 30 Business Days, then the Parties will each designate a senior representative to resolve the dispute in the manner they choose and if they are unable to do so within a further 30 Business Days then the matter will be referred to mediation as set out in this Clause.
b. Any dispute not resolved as set out in the above provision of this Clause will be referred to non-binding mediation for resolution in accordance with the rules of the Centre for Effective Dispute Resolution prior to the commencement of any legal proceedings except where an order of a court may be necessary for the immediate preservation of any rights or assets.
c. Notwithstanding the rest of this Clause, in the event of a breach or a threatened breach of Clauses 9 and 10, monetary damages may not be an adequate remedy, so the non-breaching Party may immediately seek to apply for an injunction or other interlocutory relief against the breaching Party.

17. Miscellaneous

a. Notices
    i. Certain notices given under this MA by one Party to the other must be in writing and may be delivered personally, by registered post, by pre-paid registered courier or by email (in respect of notices served on the Customer by LNRSUK) and will be deemed given:
        1. at the time of delivery, if delivered personally; or,
        2. on the date and at the time a delivery receipt is signed, if delivered by registered post or by pre-paid registered courier, or
        3. in the case of email, upon receipt by the Customer during their Business Hours, being Monday–Friday 9.00am-5.30pm Greenwich Mean Time (GMT) and excluding any official public holidays where the Party is located. Emails received after 5.30pm shall be deemed received the following Business Day, (a "Notice").

ii. Notices should:

1. by post or courier, be sent to the company secretary at the registered company address of the Parties or if Notice is given of any other address by one Party to the other for the purpose of receiving Notices after the Effective Date, to that other address; and

2. by email, be sent to the address and individual named in Section III of the Application Form, unless otherwise notified in writing by Customer.

iii. Any Notices served on LNRSUK by the Customer should also be sent to the Account Manager and to Customer Services at: LexisNexis, Global Reach, Dunleavy Drive, Cardiff, CF11 0SN United Kingdom.

b. Entire Agreement

i. This MA, including terms on LNRSUK's website incorporated by reference, sets out the entire agreement and understanding of the Parties and supersedes any prior communications relating to its subject matter and no other terms, whether standard, pre-printed on purchase orders or elsewhere, and no matter when provided, will have any effect.

ii. The Parties will:

1. not rely on any prior communication or commitment that is not expressly set out in this MA; and,
2. waive any rights or remedies that they would otherwise have were it not for this Clause.

c. Amendments

i. Subject to Clause 17.c.ii, any amendment to this MA will only be valid if it is in writing and signed by a duly authorised representative of each Party, except that, if in accordance with clause 17.c.ii LNRSUK makes an amendment to any terms on LNRSUK's website which have been incorporated by reference into this MA, LNRSUK may update the terms on LNRSUK's website by posting updated terms on the website. Amendments cannot be made by email.

ii. LNRSUK may change, add to, modify, or remove the Services or any part of the Services or amend any of the terms in this MA:

1. upon as much Notice to the Customer as can be practicably given, in order to comply with any modification in Applicable Law; or,
2. that do not have a material adverse effect
on either Party's rights or obligations; or
3. where those changes do not have a material adverse effect on Customer's receipt or use of the Services, but if the Customer demonstrates that any change does have a material adverse effect on their receipt of or use of the Services the Customer may terminate the applicable Schedule A as set out in Clause 13.c and may request a pro-rata credit for any pre-paid Fees for any removed parts of the Service.

d. Waiver and Remedies

i. No failure or delay by either Party to exercise any right or remedy under this MA will waive that Party's right or remedy and all rights and remedies in this MA are cumulative and not exclusive of any others provided by Applicable Law.

e. Third-party Rights and Transfers

i. Except where expressly stated otherwise in this MA, no third-party will have the right to enforce any term of this MA under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

ii. Neither Party will assign or transfer any part of this MA without the prior written consent of the other Party, but LNRSUK may assign the benefit of any part of this MA to any of its Affiliates or novate this MA as part of legitimate business re-organisation so long as Notice is provided of the assignment or novation.

iii. This MA will be binding upon the Parties' respective successors and permitted assigns.

f. Severability and Survival

i. If any term of this MA is found to be unenforceable or invalid by a court of competent authority, then that part will be severed from the remainder of this MA, which will not be affected.
ii. The provisions of all Clauses that are either expressed to or ought to survive termination will survive termination for any reason of this MA.

g. Specific Laws
i. The Parties will comply with Sanctions Laws and will not provide access to the Services to any individual identified and maintained on any prohibition list by the U.S., EU or U.K. under the Sanctions Laws nor take any action that would place the other Party in a position of non-compliance with any Sanctions Laws.
ii. The Parties will not take or knowingly permit any action to be taken that would cause the other Party to be in violation of any Anti-Bribery Laws and will maintain and implement policies and procedures that will reflect a zero tolerance approach to bribery and ensure that bribery or attempted bribery is prevented from taking place on its behalf.
iii. LNRSUK represents and warrants that it complies with the Modern Slavery Act 2015 and publishes and maintains its current statement at: https://www.relx.com/~/media/Files/R/RELX-Group/documents/responsibility/relx-slavery-statement-2019.pdf.

h. Publicity
i. LNRSUK may reference Customer's name, branding, and logo in LNRSUK's marketing materials, promotional literature, on-line marketing, and as part of its sales presentations to other potential customers, so long as the material has been reviewed jointly and the Customer has given consent to the use of any tangible representation of its name, branding, and logo in those materials.

i. Governing Law and jurisdiction
i. This MA and all matters relating to it, including any non-contractual Claims, will be governed by and interpreted in accordance with the law of England & Wales and the Parties submit to the exclusive jurisdiction of the Courts of England.

j. Relationship of the Parties
i. Nothing in this MA is intended to create an agency relationship, a partnership or joint venture of any kind between the Parties.

k. Counterparts
i. This MA may be signed in multiple counterparts.

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LNRSUK INFORMATION SECURITY PROGRAMME ADDENDUM

1. Information Security Programme.

A. LNRSUK shall implement, document, and as appropriate, review, test and update policies and procedures that contain administrative, physical and technical safeguards relevant to the access, use, loss, alteration, disclosure, storage, destruction and control of information and which are measured against objective standards and controls ("**LNRSUK's Information Security Programme**"). LNRSUK's Information Security Programme shall include the implementation of appropriate technical and organisational measures to ensure a level of security appropriate to the risk related to processing of personal data provided to the LNRSUK under the Agreement.

B. LNRSUK's Information Security Programme shall:

i. take account in particular of the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed; and

ii. on an ongoing basis, account and monitor for known and reasonably anticipated internal and external risks, threats and vulnerabilities; and

iii. designate one or more individuals to maintain LNRSUK's Information Security Programme; and

iv. include appropriate training and awareness to all LNRSUK Personnel; and

v. meet or exceed industry standard practices; and

vi. ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services.

C. LNRSUK will promptly remediate any material deficiencies identified.

D. LNRSUK's Information Security Programme shall be in writing, and at a minimum, address the following areas:

i. Physical security inclusive of ensuring that physical access to facilities is restricted and controlled to allow access only to authorised personnel, and that such physical access is terminated when no longer needed;

ii. Acceptable use of assets owned by LNRSUK, and used for the performance of the Services;

iii. Use of mobile and portable devices including ensuring that Customer data is appropriately protected if stored on such devices;

iv. Restrictions on use or publication of Customer information or information about Services provided;

v. Requiring that any individual or entity acting under the authority of LNRSUK and who has access to personal data does not process such data except as required to do so by Customer, unless required to do so by Applicable Law, and that such individuals or entities are committed to maintaining confidentiality of such personal data as required by law;

vi. Access control and management including the identification, authentication and control of access to, and use of, information, facilities, networks, computers and software including deactivation of credentials when no longer needed;

vii. Appropriate logging and monitoring;

viii. Virus and malicious software detection, response and eradication performed on a timely basis;

ix. Security and system patching;

x. Building, operating, managing and administering systems;

xi. Network controls to prevent and detect malicious activities and segregate physical and logical access;

xii. Procedures for appropriate retention, handling and destruction of information;

xiii. Reviews of third parties with access to Customer data, systems or facilities or with access to LNRSUK systems that allow access to Customer systems or data (collectively or individually referred to as a "**Third Party** or as "**Third Parties**");

xiv. Change control including provisioning and de-provisioning as appropriate;

xv. Segregation of duties implemented at key operational points;

xvi. Media destruction using industry standard procedures;

xvii. Appropriate protection of data at rest and in transmission; and

- xviii. Appropriate backup, disaster recovery and business continuity plans including, for example, the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident.

E. Customer may periodically, but not more than once per calendar year, review certain records of LNRSUK's facilities, policies and procedures, backup, disaster and business continuity plans, and relevant documentation, including its practices and operations. Customer agrees that such review shall occur at a mutually agreed time, with at least thirty (30) days advance written notice by Customer, with a plan for such review agreed upon by the Parties, and subject to the execution of an appropriate confidentiality and non-disclosure agreement.

2. Third Party Security.

A. LNRSUK shall require that any Third Party has in place substantially similar security safeguards and controls as those set forth herein, and shall monitor its Third Parties as appropriate and as may be required by applicable law.

3. Incident Handling and Notification.

A. LNRSUK shall have in place an incident handling procedure that is documented, tested and updated as appropriate, and which shall comply with all applicable laws. In instances where LNRSUK is acting as a "data processor," as defined by applicable law, it shall notify the data controller without undue delay after becoming aware of a personal data breach.

B. If LNRSUK confirms that personal information provided by Customer has been acquired by an unauthorised person (an "**Incident**"), LNRSUK shall ensure the integrity of any impacted systems; and

C. Without disclosing information that is protected by the attorney-client privilege or otherwise confidential, LNRSUK shall:

- i. upon request, provide a reasonable summary of the circumstances surrounding such Incident to Customer; and
- ii. cooperate reasonably with Customer's requests for information regarding such Incident; and

D. Notify third parties if required by law.

4. Data Security Laws and Standards.

A. LNRSUK represents that it complies with applicable data security standards, rules and regulations.

This Addendum will apply where LexisNexis® Bankers Almanac® Validate™ services are being utilised.

Third Party Terms

(Updated 3 July 2025)

For Chinese version click **中文版**请点击; https://risk.lexisnexis.com/-/media/files/terms/bankers-almanac-zh

For Portuguese version click Para Português, clique aqui; https://risk.lexisnexis.com/-/media/files/terms/bankers-almanac-pt

This Addendum sets forth additional or amended terms and conditions for the use of the LexisNexis Risk Solutions ("LN"); Bankers Almanac® Validate™, Bankers Almanac® EPICWare, Bankers Almanac® Global Payments, Bankers Almanac® IBAN, Bankers Almanac® Counterparty KYC, Bankers Almanac® Online Payment Tools and Bankers Almanac® Routing & Transit Number File services ("Services") which are in addition to, and without limitation of, the terms and conditions set forth in: (a) Customer's agreement with LN or an affiliate; (b) Reseller's agreement with LN or an affiliate; and/or (c) Reseller's agreement with End User. Such agreements hereinafter collectively referred to as the "Agreement."

Unless otherwise stated, any reference to "Customer" or "End User" shall also apply to Reseller. The provisions set forth in this Addendum are in addition to, and unless expressly provided to the contrary, without limitation of, the provisions set forth in the Agreement. In the event of a direct conflict between this Addendum and the Agreement or any other document, the applicable portion of this Addendum shall control.

Unless otherwise stated, any reference to "Customer", "End User" or "You" shall also apply to Reseller. In the event of a direct conflict between these additional terms and the Agreement or any other document, the applicable portion of these third parties terms shall control to the extent of such conflict.

1 Vocalink
2 Swift
3 Paypoint
4 Fitch
5 Standards & Poors Ratings
6 Moody's
7 Use of Australian Credit Ratings
8 Iberpay Spain
9 The Bank of New York Mellon

1. VocaLink

VocaLink Limited UK Clearing Code information contained in this product is obtained from the Extended Industry Sorting Code Directory (EISCD) provided by VocaLink Limited. All property rights (including, but not limited to, intellectual property rights) of the EISCD, Sorting Code, and Sorting Code Data are vested in UK Payments Administration Limited, which it holds on behalf of its Member Institutions.

Extended Industry Sorting Code Directory Customer Licence BANK ACCOUNT VALIDATION DATA (Not applicable to Resellers)

These are the terms by which you may use the Bankmatch data based on the Extended Industry Sorting Code Directory (as defined below). By accepting this Agreement or otherwise accessing or using the Extended ISCD, you signify that you have read, understood, and agree to be bound by the terms set out in this Attachment ("Customer Licence").

1. In this Customer Licence the following definitions and rules of interpretation shall apply:

"Customer" means a party to whom the Master Distributor grants a Customer Licence to use the Extended ISCD.

"Customer Licence" means the licence granted by the Master Distributor to a Customer allowing it to use the Extended ISCD.

"Extended Industry Sorting Code Directory" or "Extended ISCD" means the VocaLink product by these names, consisting of a copy of a computer file of Sorting Code Data or any data taken from the computer file of Sorting Code Data and incorporated into any computer file or product produced by the Master Distributor.

"IDU Service" means the ID verification service produced and supplied by the Master Distributor.

"Master Distributor" means Tracesmart Ltd trading as LexisNexis, a company incorporated in England and Wales under registration number 3827062 the registered office of which is at Global Reach, Dunleavy Drive, Cardiff, CF11 0SN.

"Sorting Code" means the code numbers issued from time to time by UK Payments for use in payment schemes operated by its members.

"Sorting Code Data" means the information that constitutes a sort code.

"UK Payments" means UK Payments Administration Limited, a company incorporated in England and Wales under registration number 01935025, the registered office of which is at 2 Thomas More Square, London, E1W 1YN.

"VocaLink" means VocaLink Limited of Drake House, 3 Rivers Court, Homestead Road, Rickmansworth, WD3 1FX, registered in England, company number 6119048.

2. The Customer shall update its Extended ISCD at least monthly.
3. The Customer acknowledges and accepts that VocaLink and its officers, employees, agents and licensors have no liability to it whatsoever in connection with this Customer Licence or the Customer's use of the Extended ISCD

2. Swift

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3. PayPoint

a. In the course of using the Services and in relation to CoP Requests (as defined) associated with the Customer's use of the Services, the Customer will share requests including Personal Data ("COP Requests") with LN to share with PayPoint. The Customer instructs LN as Processor to share that COP Request with PayPoint as a Data Controller, managed under their privacy policy- https://www.paypoint.com/privacy-statement. The instruction from the Customer to LN includes confirmation that PayPoint should share Personal Data contained in the responses from PayPoint ("COP Responses") with LN. The COP Requests and COP Responses shared between the parties and any associated Processing shall be no more than is necessary in the particular circumstances.

b. The Customers will obtain any necessary consents, permissions and/or authorisations of any beneficial owner or other similar party required for PayPoint to undertake the appropriate regulatory checks on individuals including but not limited to Know Your Customer and Anti-Money Laundering checks and validations.

c. The Customer warrants that:
   i. it has no reason to believe that it is prohibited from sharing COP Requests, or that the other party is prohibited from receiving COP Requests; and
   ii. at the time of sharing the COP Requests are accurate and up to date to the best of its knowledge; and
   iii. it will at all times ensure that it (and any sub-contractor) has obtained the COP Request in accordance with Data Protection Legislation (as defined in the Agreement) and has provided all necessary notices to Data Subjects and has procured all necessary consents, or satisfied another legal basis, to disclose the COP Request to both LN and Paypoint.

4. Fitch Ratings

 THE FITCH INFORMATION AND ACCESS TO AND USE OF ANY FITCH WEB SITE, IF APPLICABLE, IS PROVIDED "AS IS" AND ALL FAULTS AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH THE USER. FITCH AND EACH OF ITS AFFILIATES AND ITS OR THEIR RESPECTIVE LICENSORS DISCLAIMS ALL WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ABSENCE OF VIRUSES AND DAMAGING OR DISABLING CODE. FITCH AND EACH OF ITS AFFILIATES AND ITS OR THEIR RESPECTIVE LICENSORS SPECIFICALLY DISCLAIMS ANY WARRANTY OR REPRESENTATION THAT FITCH INFORMATION OR ANY FITCH WEB SITE WILL MEET SUBSCRIBER'S REQUIREMENTS, THAT THE OPERATION OR USE OF FITCH INFORMATION AND/OR ANY FITCH WEB SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ANY DEFECTS IN FITCH INFORMATION OR ANY FITCH WEB SITE WILL BE CORRECTABLE OR CORRECTED, OR THAT FITCH INFORMATION IS COMPATIBLE WITH ANY PARTICULAR

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5. Standard & Poor's Rating

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6. Moody's® Ratings

1. **Proprietary Notice; LN Service provided solely for Subscriber's internal or personal use; No Redistribution to Third Parties.**

ALL DATA OR INFORMATION, FURNISHED BY LN PURSUANT TO THIS SUBSCRIPTION AGREEMENT ARE PROPRIETARY TO LN OR LN's LICENSORS ARE SO FURNISHED AT CUSTOMER'S REQUEST AND FOR CUSTOMERS'S EXCLUSIVE USE. NO DATA OR INFORMATION SO FURNISHED MAY BE COPIED OR OTHERWISE REPRODUCED, REPACKAGED, FURTHER TRANSMITTED, TRANSFERRED, DISSEMINATED, DISTRIBUTED, REDISTRIBUTED, SOLD, RESOLD, LEASED, RENTED, LICENSED, SUBLICENSED, ALTERED, MODIFIED, ADAPTED, OR STORED FOR SUBSEQUENT USE FOR ANY SUCH PURPOSE, IN WHOLE OR IN PART, IN ANY FORM OR MANNER OR BY ANY MEANS WHATSOEVER, BY SUBSCRIBER OR ANY OTHER PERSON OR ENTITY, WITHOUT LN'S PRIOR WRITTEN CONSENT (OR THAT OF LN'S LICENSORS' AS APPLICABLE).

2. **No Warranties; Limitation on Liability; Liability Cap.**

All data or information furnished pursuant to this Agreement is obtained by LN from sources believed by it to be accurate and reliable. However, because of the possibility of human and mechanical error as well as other factors, all data or information is provided "AS IS" without warranty of any kinds, and LN (AND LN'S LICENSORS), IN PARTICULAR EXPRESSLEY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES TO SUBSCRIBER OR ANY OTHER PERSON OR ENTITY WITH RESPECT TO THE DATA OR INFORMATION, EXPRESS OR IMPLIED, AND WHETHER ORAL OR WRITTEN, INCLUDING WITHOUT LIMITATION (A) ANY WARRANTY, AS TO THE ACCURACY, TIMELINESS, COMPLETENESS, OR THE RESULTS TO BE OBTAINED FROM USE OF THE DATA OR INFORMATION, (B) THE IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE EVEN IF LN HAS BEEN INFORMED OF SUCH PURPOSE; AND (C) ANY WARRANTIES ARISING BY IMPLICATION OR FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE.

To the extent permitted by law, under no circumstances shall LN (or LN's Licensors) have any liability to Customer or any other person or entity for (a) any loss, damage or other injury in whole or in part caused by, resulting from or relating to, any error (negligent or otherwise), or any other circumstance or contingency within or outside the control of LN or any of its directors, officers, employees or agents, or Licensors, in connection with the procurement, collection, compilation, analysis, interpretation, communication, publication or delivery of any data or information, or (b) ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR COMPENSATORY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS), EVEN IF LN SHALL HAVE BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES, IN EITHER CASE CAUSED BY, RESULTING FROM OR RELATING TO THE USE OF, OR INABILITY TO USE, ANY DATA OR INFORMATION. Without limiting the foregoing, in no event shall the total liability of LN or LN's licensors in the aggregate to the Customer arising from this Agreement (based on any cause of action whatsoever) exceed the fees actually paid by Subscriber to LN within the twelve (12) month period immediately preceding the date upon which the relevant claim accrued.

CREDIT RATINGS ISSUED BY MOODY'S INVESTORS SERVICE, INC. AND ITS RAING AFFILIATES ("MIS") ARE MOODY'S CURRENT OPINIONS OF THE RELATIVE FUTURE CREDIT RISK OF ENTITIES, CREDIT COMMITMENTS, OR DEBT OR DEBT-LIKE SECURITIES, AND CREDIT RATINGS AND RESEARCH PUBLICATIONS PUBLISHED MOODY'S ("MOODY'S PUBLICATIONS") MAY INCLUDE MOODY'S CURRENT OPINIONS OR THE RELATIVE FUTUE CREDIT RISK OF ENTITIES, CREDIT COMMITMENTS, OR DEBT OR DEBT- LIKE SECURITIES. MOODY'S DEFINES CREDIT RISK AS THE RISK THAT AN ENTITY MAY NOT MEET ITS CONTRACTUAL, FINANCIAL OBLIGATIONS AS THEY COME DUE AND ANY ESTIMATED FINANCIAL LOSS IN THE EVENT OF DEFAULT. CREDIT RATINGS DO NOT ADDRESS ANY OTHER RISK, INCLUDING BUT NOT LIMITED TO: LIQUIDITY RISK, MARKET VALUE RISK, OR PRICE VOLATILITY. CREDIT RATINGS AND MOODY'S OPINIONS INCLUDING IN MOODY'S PUBLICATIONS ARE NOT STATEMENTS OF CURRENT OR HISTORICAL FACT. MOODY'S PUBLICATIONS MAY ALSO INCLUDE QUANTITATIVE MODEL- BASED ESTIMATES OF CREDIT RISK AND RELATED OPINIONS OR COMMENTARY PUBLISHED BY MOODY'S ANALYTICS, INC. CREDIT RATINGS AND MOODY'S PUBLICATIONS DO NOT CONSTITUTE OR PROVIDE INVESTMENT OR FINANCIAL ADVICE, AND CREDIT RATINGS AND MOODY'S PUBLICATIONS ARE NOT AND DO NOT PROVIDE RECOMMENDATIONS TO PURCHASE, SELL, OR HOLD PARTICULAR SECURITIES. NEITHER CREDIT RATINGS NOR MOODY'S PUBLICATIONS COMMENT ON THE SUITABILITY OF AN INVESTMENT FOR ANY PARTICULAR INVESTOR. MOODY'S ISSUES ITS CREDIT RATINGS AND PUBLISHES MOODY'S PUBLICATIONS WITH THE EXPECTATION AND UNDERSTANDING THAT EACH INVESTOR WILL, WITH DUE CARE, MAKE ITS OWN STUDY AND EVALUATION OF EACH SECURITY THAT IS UNDER CONSIDERATION FOR PURCHASE, HOLDING, OR SALE.

MOODY'S CREDIT RATINGS AND MOODY'S PUBLICATIONS ARE NOT INTENDED FOR USE BY RETAIL INVESTORS AND IT WOULD BE RECKLESS FOR RETAIL INVESTORS TO CONSIDER MOODY'S CREDIT RATINGS OR MOODY'S PUBLICATIONS IN MAKING ANY INVESTMENT DECISION. IF IN DOUBT YOU SHOULD CONTACT YOUR FINANCIAL OR OTHER PROFESSIONAL ADVISER.

3. Moody's Rights to Data.

Subscriber agrees and acknowledged that the Moody's licensed data or information is and shall remain the valuable intellectual property owned by, or licensed to, Moody's Analytics, Inc, (Moody's) and that no proprietary rights are being transferred to Customer in such materials or in any of the information contained therein. Customer agrees that misappropriation or misuse of such materials shall cause serious damage to Moody's and that in such event monetary damages may not constitute sufficient compensation to Moody's; consequently Customer agrees that in the event of misappropriation or misuse, Moody's shall have the right to obtain injunctive relief in addition to any other legal or financial remedies to which Moody's may be entitled.

4. Securities Disclosures

Moody's Investors Services, Inc. ("MIS"), a wholly-owned credit rating agency of Moody's Corporation ("MCO"), hereby discloses that most issuers of debt securities (including corporate and municipal bonds, debentures, notes and commercial paper) and preferred stock rated by MIS have, prior to assignment of any rating, agreed to pay to MIS for the rating opinions and services rendered by it fees ranging from $1,000 to approximately $2,700,000. MCO and MIS also maintain policies and procedures to address the independence of MIS's ratings and rating processes. MCO annually publishes on its website at www.moodys.com disclosures regarding certain affiliations that may exist between directors of MCO and rated entities, and between entities who hold ratings from MIS and have also publicly reported to the SEC an ownership interest in MCO of more than five percent (5%). Although certain of the products licensed hereunder are designed to predict what an MIS rating would be based on certain assumptions, financial and portfolio data and/or other variable inputs, the output from such products may or may not reflect a MIS rating actually assigned to such security or issuer, whether or not any of the assumptions or other data are correct, or the ultimate events related thereto differ materially from the factors used as inputs to such products. Nothing in this Agreement will compel MIS to assign, as a result of any data or information, a particular rating or any revision thereof to the Subscriber or any securities, debt or other instruments. Subscriber understands that MIS may at any time refuse to issue any rating, or, if already issued, revise or withdraw such rating. Subscriber further agrees not to represent, imply or otherwise suggest that any output from such products constitutes or affects an MIS rating, rating action, or opinion."

Subscriber expressly agrees, on behalf of itself and each other person or entity that it permits to use any Information ("User"), that (a) the credit ratings and other opinions, and valuations, quotes, statistical, quantitative or other information contained in the data or information are, and will be construed solely as, statements of opinion and not statements of fact or recommendations to purchase, hold or sell any securities, (b) the data or information will be weighed solely as one factor in any investment decision made by or on behalf of Customer or any user, and (c) it will accordingly make its own study and evaluation of each security, and of each issuer and guarantor of, and each provider of credit support for, each security that it may consider purchasing, holding or selling. Subscriber agrees, on behalf of itself and each user, that (i) none of the credit ratings and other opinions, and valuations, quotes, statistical, quantitative or other information contained in the data or information shall, or any statement or disclosures by Moody’s to Customer or a user regarding the foregoing, shall create any duty of care on the part of Moody’s or any Moody’s Affiliate to Customer, (ii) neither Moody’s nor any Moody’s Affiliate is acting as a financial advisor to Customer, and (iii) iii) none of the credit ratings and other opinions, and valuations, quotes statistical, quantitative or other information contained in the data or information (whether in oral or written form) or statements or other communications supplied by Moody’s or any of its employees, representatives or agents shall constitute a representation or a warranty, or the provision of investment advice.

5. Not a Real-Time Service

Subscriber acknowledges and understands that the Moody's Ratings Delivery Service is not a real-time service, and that it may not reflect the most recent changes to ratings and other information published by Moody’s Investment Services (“MIS”), until MIS completed its regularly schedules updates to the service. Users of this service must refer to the official MIS press release announcements of ratings and related changes available on its website to receive up to date information.

7. Use of Credit Ratings by Licensees in Australia

Use of Credit Ratings by Customers in Australia. Customer accepts and acknowledges that provision of credit rating information to Customer is based on, and conditional on, Customer’s representation that it is a “Wholesale Client” (as such is defined in Chapter 7 of the Corporations Act of 2001 (Australia). In addition, Customer acknowledges that credit ratings and/or related research provided to Customer in the Product are not intended for and should not be distributed to any person other than a Wholesale Client.

8. Iberpay Spain

The Customer acknowledges intellectual property rights of Iberpay in the SIO+ database. Customers are prohibited from disseminating, assigning, transmitting, facilitating access to or selling any information contained in the SIO+ database, or derive, restructure or transform such information for the benefit of any private individual or legal entity.

9. The Bank of New York Mellon ("BNY")

BNY offers its Account Validation Services ("AVS") through a strategic collaboration with Early Warning Services, LLC ("Subcontractor"). AVS is designed to be a real-time data validation service that uses Inquiry technology enabling Customer to validate account and routing numbers and authenticate account owners for accounts within Early Warning's National Shared Database SM and other potential data sources prior specific actions.

1. The following definitions apply:

"Inquiry" or "Inquiries" means each request for Response Data BNY submits to Early Warning's National Shared Databases resource on Customer's behalf;

"Participant Data" means the data LN transmit to BNY in Customer Inquiries, which BNY in turn transmits to Early Warning. This data is contributed to the National Shared Databases for use in AVS;

"Response Data" means information from the National Shared Databases transmitted by Early Warning to BNY in response to an Inquiry. Response Data will be "Translated Response Data", meaning is not in the form of a detailed/multiple code type response, but in the form of a decision, such as an "accept/decline", "match/no match", "yes/no", or "unknown" type response. A "valid" or "invalid" response is BNY's indicative Translated Response for an Inquiry which is based on Response Data received from Subcontractor, potential other additional data sources and Customer's Acceptance Criteria Profile selection. An "unknown" response indicates that there is not enough information in the Response Data to return a definitive "valid" or "invalid" Translated Response for this Inquiry.

2. Customer shall use commercially reasonable efforts to ensure that all Inquiry and Participant Data transmitted to BNY and thus to the National Shared Database is accurate and complete at the time of transmittal . If Customer determines or otherwise becomes aware that Inquiry and Participant Data transmitted to BNY and thus the National Shared Database is inaccurate or incomplete, Customer shall: (a) immediately notify LN that such Inquiry and Participant Data is inaccurate and/or incomplete; (b) provide LN with any corrections to such Inquiry and/or Participant Data, or with additional information necessary to make such Inquiry and Participant Data accurate and complete; or (c) delete such information from the National Shared Database. Customer shall further ensure that the inaccurate, incomplete, or unverifiable information is not transmitted to the National Shared Database in any future transmission of Inquiry and Participant Data.

3. Inquiry and Participant Data may only be contributed if it applies to an event that occurred less than seven (7) years from the date of contribution.

4. Upon request by Subcontractor, and not more than once annually per contributed dataset, Customer may be required to and/or authorises LN to provide upon request: (a) certify the accuracy of contributed Inquiry and Participant Data by verifying that a random sample of Participant Data provided by Subcontractor to Customer is accurate; (b) assign individuals to the certification process that have the knowledge and authority to provide such certification; (c) cooperate with Subcontractor in the exchange of sample files and meet the established timelines for review and certification of such random sample; and (d) identify any inaccurate or incomplete information and provide a written resolution plan and remediation timelines agreeable to Subcontractor and ensure that inaccurate or incomplete information is not transmitted to the National Shared Database for any future transmission of Inquiry and Participant Data. Notwithstanding the foregoing, Subcontractor may request verification and certification of Participant's Data if it has reason to suspect such Inquiry and Participant Data may be inaccurate or incomplete.

5. Customer understands and agrees that BNY may share information, including Confidential Information, within its global financial organization and use other BNY entities and other parties in connection with its performance of Treasury Services and in certain other activities, including audit, accounting, administration, compilation and analysis of information, compliance, credit, data aggregation, information technology, legal, operations, performance measurement, records and data storage, risk management, relationship management, sales and marketing, and tax (collectively, “Activities”), and that such shared information could include names, addresses, telephone numbers, account numbers, Customer lists, and Customer Information. Each BNY entity may, in connection with the Activities, collect, use, store, and disclose, Customer Information to other BNY entities, and/or third-party service providers who have a “need to know” and are required to maintain the confidentiality of such Customer Information, as it considers necessary for the purposes and Activities. Notwithstanding the foregoing, BNY agrees that it will not sell, assign, license, or market Customer Confidential Information to any third party without Customer’s prior written consent.

6. BNY may use information, including Confidential Information, received from or in respect of Customer’s, to check identities and credit-worthiness including to make inquiries to reporting agencies and financial institutions to obtain and verify information; to improve its Treasury Services; to provide improved Treasury Services; to prevent and detect crime, including fraud and money laundering; for systems testing; and/or for legal and regulatory purposes, including where disclosure of information is required by any regulatory or fiscal authority, including where disclosure of information is required or warranted to facilitate compliance with Foreign Account Tax Compliance Act. BNY may share this information with (a) affiliates of BNY, (b) persons providing services to it, (c) credit reference and fraud prevention agencies, (d) regulatory and other governmental authorities, (e) to the extent necessary to perform Treasury Services, (f) beneficiaries of payments at other financial institutions, (g) exchanges and payment systems, (h) other persons to whom it is required by law to disclose, and (i) trade repositories as may be required or permitted by law or regulation in the relevant jurisdictions by BNY directly or through a third-party service provider.

7. BNY may aggregate transactional information (other than Enquiries) with other data collected and/or calculated by it, provided that BNY shall not distribute the aggregated data in a format that identifies Customers, Customer’s counterparties, or any individual or entity after such aggregation for analytics and regulatory reporting purposes.

8. By providing such Enquiries to BNY, Customer’s are authorized to provide such information for BNY’s collection, use, storage, processing, and disclosure in accordance with applicable law and BNY’s applicable privacy statements and notices, located at https://www.bny.com/us/en/data- privacy.jsp, (“Privacy Notices”). The referenced link contains privacy notices and policies specific to various countries, regions, and/or territories which are applicable to Customer Information. BNY may post revised Privacy Notices as applicable at the above-mentioned website link or such other link as BNY may advise from time to time.

This Addendum will apply where LexisNexis® Bridger Insight® XG services are being utilised.

Exhibit A - LexisNexis® Bridger Insight® XG License Terms

This Exhibit A to the Bridger Insight XG Schedule A (the "Schedule A"), which is pursuant to the services agreement between Customer and LexisNexis Risk Solutions FL Inc. or one of its affiliates, including LexisNexis Risk Solutions UK Ltd and LexisNexis Risk Solutions EU Ltd ("LN") (the "Agreement"), sets forth terms and conditions for the use of the Bridger Insight XG software and product options ordered on the Schedule A which are in addition to, and without limitation of, the terms and conditions set forth in the Agreement.

1. License

1.1. *License Grant; Ownership*. The license granted to Customer for Bridger Insight XG is limited, non-exclusive, and non-transferable. Customer shall not modify, adapt, reproduce, distribute, resell, retransmit, merge with any other program, prepare derivative works based on, demonstrate, translate, or reverse engineer, decompile, or disassemble or otherwise attempt to discover the source code of Bridger Insight XG, except to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation. With respect to any activity expressly permitted by applicable law, Customer must first give LN notice of its intention to engage in such activity sufficiently in advance thereof to permit LN to determine for itself beforehand if such activity is so permitted. Customer acknowledges that Bridger Insight XG is commercially valuable, proprietary information of LN, the design and development of which reflect the expenditure of great effort and expense. Customer acknowledges and agrees that for any breach of this Section, LN will not have an adequate remedy at law and consequently, LN (without limiting the right of LN to any other remedy) shall be entitled to specific performance, and Customer further consents (without limiting the right of LN to any other remedy) to the entry of an immediate injunction without need for posting a bond against any threatened or continuing breach of this Section.

1.2. *Disaster Recovery*. Customer may copy, install or use, as applicable, Bridger Insight XG as reasonably necessary to support the business operations of Customer for back-up, testing and archival purposes.

2. Customer's Obligations

2.1. *Denials of Service or Access.* Customer acknowledges and agrees that LN is providing data, services, or products to support Customer's own processes and decisions, and that no consumer or customer of Customer should be denied service or access based solely on data or results provided by LN or Bridger Insight XG. Customer is responsible for any denial of service or access to its customer, and Customer shall not deny such service or access without first conducting an appropriate review and adjudication process. Customer agrees to indemnify, defend and hold harmless LN and any third parties for any claim arising from any such denial of service or access.

3. Termination

3.1. Either party may terminate this **Schedule A** per the terms of the Agreement. Upon termination of this **Schedule A,** Customer shall immediately cease using Bridger Insight XG and shall dispose of all copies of Bridger Insight XG and any other products or materials received from LN by either returning same to LN or erasing or destroying same. Upon request, Customer shall provide LN with a written statement signed by a duly authorized representative certifying that Bridger Insight XG and all other products or materials received from LN have been duly returned, erased, or destroyed except as expressly permitted under this Agreement.

3.2. Any termination of this **Schedule A** shall not release Customer from its duty to pay any amount owed to LN. Upon termination of this **Schedule A**, Customer shall pay to LN any and all amounts that are due and payable or with the passage of time will become due and payable, the due dates for all of which shall automatically be accelerated to be the effective date of termination and upon which interest shall accrue as set forth in the Agreement.

4. Software Warranty

4.1. *Software Warranty*. LN warrants to Customer that at the time of initial delivery, Bridger Insight XG will be free from any virus, time bomb, Trojan horse, worm, drop dead device, or other software code or routine designed to disable, damage or erase the software, provided that the foregoing shall not apply if same could not have been detected by LN using commercially reasonable virus detection or other scanning practices.

5. Bridger Insight XG5 Service Data Retention

5.1 *Data Retention*. For alert data stored in the Bridger Insight XG5 Service production environment, the default retention period is the earlier of (i) ten (10) years from on the initial date of receipt or (ii) the date that the Bridger Insight XG5 license expires or terminates (**"Data Retention Term"** or **"DRT"**). Upon expiration of the DRT, the alert data is permanently deleted on a daily basis. Customer has the option to customize the DRT to a period of less than ten (10) by completing required paperwork to effectuate the change in retention. For more information, please see the LN account manager.

5.2 *Data Export – Professional Services*. Customer may opt to purchase professional services to export alert data prior to the expiration of the DRT. Customer must notify LN in writing at least ninety (90) days prior to the expiration of the DRT and must agree in writing as to the manner and date of delivery of the data.

5.3 *Extended Data Retention Period.* LN offers an extended data retention period for an additional annual fee. The extended retention period includes retention of alert data for up to an additional ten (10) years from the initial date of record receipt.

5.4 *Data Retention Responsibility.* At all times, beginning from the commencement of Bridger Insight XG5 Service and continuing through any extensions of data retention agreed upon by the Customer and LN, Customer is responsible for retaining the alert data to the extent Customer is required to retain such data pursuant to any applicable laws, regulations or to meet the regulatory examination requirements of any applicable jurisdiction.

6. General Provisions

6.1. *Downtimes*. Customer acknowledges and agrees that from time to time access to data files and/or Bridger Insight XG may be unavailable or inoperable for various reasons, including but not limited to periodic maintenance procedures or repairs which LN may undertake from time to time, equipment malfunctions, or other causes beyond the control of LN or which are not reasonably foreseeable by LN, including but not limited to interruption or failure of telecommunication or digital transmission links, network congestion, or other failures. Downtimes may also result from suspension by LN, in its sole discretion and without notice, of access to data files and/or Bridger Insight XG due to actual or suspected hostile network attacks or other improper activities by clients, employees or agents of Customer, or third parties. Customer agrees to cooperate fully with any and all investigations of misuse of Bridger Insight XG. If misuse is confirmed through investigation to be linked to Customer, LN may immediately terminate this Schedule A.

6.2. *U.S. Government Use.* To the extent applicable, Customer acknowledges and agrees that Bridger Insight XG is "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFAR Subpart 227.72 and FAR Section 12.212, as applicable, and any use, modification, reproduction, release, performance, display, provision, or disclosure of Bridger Insight XG by the U.S. Government shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted by the terms of this Agreement.

6.3. *Export Laws*. THE APPLICATION OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXPRESSLY EXCLUDED. Customer acknowledges that Bridger Insight XG is of U.S. origin and subject to U.S. export jurisdiction. Any export and/or use of Bridger Insight XG outside of the United States of America, and compliance with corresponding laws, regulations, taxes, and tariffs, are the sole responsibility of the Customer and LN shall have no liability whatsoever arising in connection therewith.

This Addendum will apply where LexisNexis® Bridger Insight XG® services are being utilised.

LexisNexis® Bridger Insight® XG Exhibit F – Hosting Terms

This Exhibit F to the Bridger Insight XG Schedule A ("**Exhibit F**") to the services agreement (the "**Agreement**"), sets forth terms and conditions for the use of the Bridger Insight XG software and product options ordered on the Schedule A which are in addition to, and without limitation of, the terms and conditions set forth in the Agreement. This Exhibit is applicable only with respect to the basic Bridger Insight XG Service; it is not applicable with respect to any other Bridger Insight XG product or service. References herein to Schedule A, shall mean the Bridger Insight XG Schedule A that refers to this **Exhibit F**.

1. **Hosting Services.** The hosting services provide the Customer with access to Bridger Insight XG components that are hosted on LN's servers and accessed through an internet web service (the "**Hosted Services**"). The Hosting Services include the following:

   (i) Automatic updates to most current version of Bridger Insight XG;

   (ii) Notification to Customer in advance (via e-mail, newsletters and/or technical support web sites) of the posting date for new versions of Bridger Insight XG; and

   (iii) Customer access (via Bridger Insight XG) to information stored in Bridger Insight XG pertaining to Customer's search results ("**Customer Results Data**") which may be exported to Customer's local systems.

2. **Data Backup; Disaster Recovery.** During this Schedule A Term, LN shall maintain regular backups of Customer's information, Bridger Insight XG, and servers housed in LN's data center. The backup tapes shall be stored at a separate LN location.

3. **Data Protection.** LN will take commercially reasonable technical and organizational measures to keep secure Customer's information and to protect it against accidental loss or unlawful destruction, alteration, disclosure, or access. The foregoing measures shall not be construed as a limitation on LN's obligations with respect to Customer's information under the Agreement or applicable laws.

4. **Effect of Termination.** In the event of termination of this Schedule A by LN or Customer, Customer may export the Customer Results Data from Bridger Insight XG to Customer's systems prior to the effective date of termination.

5. **Service Level Objectives.** Downtimes will not exceed 1% in any calendar month. For the purpose of this Schedule A, only, "**Downtime**" shall be defined as any interruption in the provision of Hosting Services to Customer, attributable to LN. The availability calculation excludes periods designated for production maintenance windows which are provided at the following site: https://lnrs.force.com/CustomerSupportHub/, and any interruption caused by a widespread or catastrophic failure of the internet, the telephone or power supply, or by an act of force majeure.

6. **Remedy.** In the event LN fails to provide the Hosting Services as described in this Schedule A, Customer shall notify LN by sending a written report of such failure via email to https://lnrs.force.com/CustomerSupportHub/. LN's sole obligation and Customer's sole remedy with respect to any breach of the provisions herein shall be that LN shall use commercially reasonable efforts to cure such breach.

This Addendum will apply where LexisNexis® Emailage®/LexisNexis® ThreatMetrix® services are being utilised.

LexisNexis Contributory Network Services Addendum
(Global, Non-U.S., Non-Brazil)

This LexisNexis Contributory Network Services Addendum ("**Addendum**") is entered into by and between (i) the undersigned entity ("**Customer**") and (ii) LexisNexis Risk Solutions FL Inc. ("**LNRSFL**"), LexisNexis Risk Solutions UK Limited ("**LNRSUK**") or LexisNexis Risk Solutions Europe Limited ("**LNRSEU**"), as applicable, acting on behalf of itself and its applicable affiliates. LNRSFL, LNRSUK and LNRSEU may collectively and individually be referred to as "**LN**".

This Addendum is incorporated into the services agreement between Customer and LN (the "**Agreement**") and includes additional or different terms which govern use of the LexisNexis Contributory Network Services as further described on one or more applicable Schedule(s) A issued by LN and signed by Customer. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Agreement.

In consideration of the foregoing recitals and the mutual covenants and agreements herein, the parties agree to the following:

1. **Customers' Services Subscription**. LN grants Customer a limited, revocable, non-exclusive, nontransferable right to use certain digital identity authentication services, global trust intelligence data, transactional data analytics, malware detection, device identification, fraud prevention, business or financial risk mitigation and/or scoring services, any other LN materials or intellectual property provided to Customer for contributory (give-to-get) services, and any related Support Services and/or Professional Services (collectively, the "**LN Services**''), subject to the terms and conditions in the Agreement as modified herein. Customer shall use the LN Services solely for its own internal legitimate business purposes of: (i) identity verification; (ii) mitigation of financial and business risk; (iii) detection, investigation, assessment, monitoring and prevention of fraud and other crime; and/or (iv) compliance with anti-money laundering (AML), counter-terrorism financing (CTF), anti-bribery and corruption (ABC) and similar laws. Customer shall not: (i) interfere with or disrupt the integrity or performance of the LN Services or the LN Services Data contained therein; or (ii) attempt to gain unauthorized access to the LN Services or their related systems or networks. "**LN Services Data**" includes the following: (i) any technology embodied or implemented in the LN Services; (ii) any computer code provided by LN or its affiliates for deployment in Customer's websites, computer networks or mobile applications; (iii) any hosting environment made accessible by LN to Customer for purposes of obtaining the LN Services; (iv) any suggestions, ideas, enhancement requests, or feedback related to the LN Services; (v) copies of user device data, Internet Protocol (IP) addresses, machine learning data and other information arising from the Transactions; (vi) copies of personal information including names, usernames, addresses, email addresses and other personal data provided by Customer or persistent in the LN network, (vii) device reports, Transaction information and histories; (viii) statistical data, environmental data, metadata and copies of the performance data provided by Customer or derived from the LN Services; and (ix) any corollaries, associations, and conclusions provided by Customer to LN or derived by LN or its affiliates pertaining to or arising out of any of the foregoing.

2. **Legal Compliance**. Customer will use the LN Services in compliance with applicable law including, without limitation, those laws related to banking, lending, data privacy, international communications, and the transmission of technical or personal data. Without limiting the generality of the foregoing, Customer will be responsible for any notifications or approvals required from regulatory bodies, Customer's customers, prospective customers and other data subjects, arising out of any use of the LN Services. Customer is responsible for compliance with applicable Laws concerning the data of Customer's clients or prospective clients provided to LN in connection with the LN Services. Customer will take such actions as may be legally and technically necessary to allow LN to collect LN Services Data in connection with the LN Services. Customer represents and warrants that (i) it is authorized to provide the data it chooses to provide to LN for the purposes provided herein; and (ii) the provision to LN of any such data does not violate any applicable law, regulation or agreement to which Customer is a party. Without limiting the foregoing, as

required of LN under the transparency obligations of the applicable data protection Laws, Customer is responsible for notifying and obtaining any required express or implied consents (including consent to LN's applicable privacy notice and/or policy) from Customer's clients, prospects, suppliers and other data subjects whose personal data LN receives as a controller, arising out of any use of the LN Services including, without limitation, any computer code deposited on any device, any information secured from such customers or clients (or their respective devices) and the transmission of such information to LN in accordance with the applicable LN processing notice, available at https://risk.lexisnexis.com/group/processing-notices (as updated from time to time, the "**Processing Notice**") and/or the privacy notice made available by LN by any other means and/or format. If express consent is required under applicable Laws, Customer shall insert language under the Customer's Privacy Notice tick box (or any other means used to retrieve such consent) indicating that by consenting to Customer's Privacy Notice, Customer's clients, prospects suppliers and other data subjects are expressly consenting to LN's Processing Notice, and shall include the necessary information to consult LN's Processing Notice and/or privacy notice, as applicable. Customer shall make available to LN all information necessary to demonstrate Customer's compliance with the foregoing.

3. **Use of Data.** LN and its affiliates may, in their sole discretion, use the LN Services and the LN Services Data, without identifying Customer and in compliance with all applicable privacy laws and regulations, for the following purposes: (i) security and operations management, (ii) research and development purposes, (iii) maintenance and improvement of LN Services provided to LN customers, (iv) development of products and services designed to verify identities, prevent consumer fraud, identity theft and mitigate other business risks, and/or (v) help customers prevent financial crimes and comply with applicable laws and regulations. For the avoidance of doubt, LN will not use any such data for marketing purposes. LN's rights set forth in this section shall survive termination of the Agreement.

4. **Limitations**. Certain LN Services analyze in real-time the fraud and business risk levels based on the data analyzed and the policies Customer defines associated, without limitation, with (i) email addresses and other reported online Transaction information and/or (ii) devices used in online Transactions and related Transaction information.

4.1 Customer acknowledges that the scores, analysis and other insights supplied as part of the LN Services are not intended to be used as the sole basis for any decision affecting a data subject and that Customer, not LN, is responsible for any and all decisions or actions made by Customer.

4.2 Customer certifies that it will not use the LN Services as a factor to determine an individual's eligibility for any of the following: (i) credit or insurance to be used primarily for personal, family or household purposes; (ii) employment purposes; (iii) a license or other benefit granted by a government agency; or (iv) apartment rental, check-cashing, or the opening of a deposit or transaction account.

4.3 The restriction in section 4.2 shall not apply to Customer's use of Decision Trust LN Services, when such services are used for credit assessment ("**Decision Trust for Credit Assessment**" or "**DTCA**"), subject to the following: Customer certifies and warrants that (i) Customer may use and allow its clients or customers to use DTCA in one or more countries listed in Appendix I, attached hereto, and in no other country; (ii) Customer understands that DTCA is not provided by credit bureaus or credit reporting agencies; (iii) Customer shall take appropriate measures to ensure Customer is in full compliance with all laws and regulations applicable to Customer' use of DTCA in all such jurisdictions, and (iv) Customer will not provide any data to LN in connection with DTCA unless it is allowed to provide such data to LN under such laws and regulations. The list of countries in Appendix I may be updated by LN from time to time in its sole discretion and such updates will apply to Customer upon written notice.

4.4 Customer shall not use the LN Services in the United States of America or in Brazil, unless otherwise agreed to in writing by LN.

4.5 Customer shall not, and shall not permit any representative or third party to: (i) copy all or any portion of any LN Services or related materials provided as part of the LN Services; (ii) decompile, disassemble or otherwise reverse engineer (except to the extent expressly permitted by applicable law, notwithstanding a contractual obligation to the contrary) the LN Services or any portion thereof, or determine or attempt to determine any source code, algorithms, methods, or techniques used or embodied in the LN Services or any portion thereof; (iii) modify, translate, or otherwise create any derivative works based upon the LN Services or portions thereof; (iv) distribute, disclose, market, rent, lease, assign, sublicense, pledge, or otherwise transfer the LN Services, in whole or in part, to any third party; or (v) remove or alter any copyright, trademark, or other proprietary notices, legends, symbols, or labels appearing on the LN Services or documentation therein.

5. **Support Services**. LN will use commercially reasonable efforts to support the LN Services, in accordance with this section and the support tier Customer purchases on the applicable Schedule A(s) ("**Support Services**"). For any entity or business function for which Customer desires Support Services to be separately accounted, an individual number may be assigned an Organization ID ("**Organization ID**"). The following definitions apply to the Support Services: "**Business Hours**" means regular business hours, Monday through Friday, excluding holidays. "**Event(s)**" means any substantial failure(s) of the LN Services to conform in any material respect with the user documentation provided for the LN Services (the "**Documentation**"). "**Event Correction**" means a bug fix, patch, or other modification or addition that brings the LN Services into material conformity with the Documentation. "**Critical Event**" means an Event that renders the LN Services inoperative or causes a complete failure of the LN Services. "**Priority Event**" means an Event that substantially degrades the performance of the LN Services or materially restricts your ability to use the LN Services.

5.1. **Event Reporting**. Customer will appoint an individual to communicate with LN concerning any Events (the "**Designated Support Contact**"). The Designated Support Contact must have that degree of expertise customarily required to work with the Services in an information technology department similar to Customer's. The Designated Support Contact will report to LN via e-mail (to emailage.support@lexisnexisrisk.com, to tmx.support@lexisnexisrisk.com, or at such other email addresses provided by LN from time to time) each Event in sufficient detail, with sufficient explanation of the circumstances under which the Event occurred or is occurring, and shall reasonably classify the Event as a Critical Event or Priority Event. The Designated Support Contact also will assist LN personnel with Event classification, diagnosis and resolution.

5.2. **Event Resolution**. LN will use commercially reasonable efforts to correct any Event reported by Customer and reproducible by LN, in accordance with the Event classification assigned by LN to such Event, as follows: (1) in the event of a Critical Event, LN shall, within two (2) Business Hours of receiving Customer's report, commence reproduction and verification of the Event; and (2) in the event of a Priority Event, LN shall, within six (6) Business Hours of receiving Customer's report, commence reproduction and verification of the Event. Upon reproduction and verification, LN shall use commercially reasonable efforts to resolve an Event with an Event Correction.

6. **Professional Services.** Where Customer also requests (i) implementation and activation services from LN as further described herein and on relevant Schedule(s) A and (ii) optional professional services from LN as further described herein and on relevant Schedule(s) A (collectively, "**Professional Services**"), the following terms apply:

6.1. **Performance**. LN shall exercise commercially reasonable efforts to provide Customer the purchased Professional Services set forth in an applicable Schedule A.

6.2. **Customer Obligations**. Customer shall provide, in a timely manner, and at no cost to LN, assistance, cooperation, complete and accurate information and data, and other resources reasonably requested by LN to enable it to perform the Professional Services (collectively, "**Assistance**"). LN shall not be liable for any deficiency in performing the Professional Services if such deficiency results from Customer's failure to provide full Assistance as required. Assistance includes, without limitation, if requested by LN, designating a project manager (the "**Project Manager**") to interface with LN during the course of performing the Professional Services, designating the technical representative who will be charged with deployment of the LN Services, and identifying a representative that will manage the LN Services after deployment. If applicable, LN will provide Customer with a Professional Services table assigning owners to each task involved.

7. **Invoices, Fees, Payment**. LN will issue an invoice to Customer and Customer shall pay the applicable fees for LN Services in accordance with one or more Schedule(s) A issued by LN and signed by Customer. If, for any reason, Customer consumes more LN Services than it has purchased (e.g., a Transaction overage), LN may, at its sole discretion, either (i) cancel and/or suspend Customer's access to such LN Services, or (ii) charge and invoice Customer, at then-prevailing rates, for such excess services until Customer enters into an order with LN to purchase additional LN Services as applicable. A "**Transaction**" is a call for the LN Services where LN returns a result to Customer that is marked by LN as successful. Customer shall reimburse LN for the reasonable travel costs and expenses LN incurs in connection with providing requested Support Services and/or Professional Services. LN reserves the right to modify the fees for the LN Services and charges and to introduce new charges at any time; provided, however, that pricing on any and all previously purchased LN Services are not subject to price changes and shall remain as purchased. All pricing terms are Confidential Information, and Customer agrees not to disclose them to any third party.

8. **Discontinuation of LN Services.** LN reserves the right to suspend or terminate this Addendum, related schedules and/or access to the applicable LN Services herein, with or without notice, if (i) Customer fails to pay any amount to LN when due or the account otherwise becomes delinquent (falls into arrears), or (ii) Customer violates any term of the Agreement as modified by this Addendum.

9. **Order of precedence.** In the event of a direct conflict between a provision in this Addendum and other provisions in the Agreement, this Addendum shall control. This Addendum supersedes and replaces any previously executed agreements, schedules, exhibits or addenda on the subject matter hereof.

Appendix I

Countries currently approved for Decision Trust for credit assessment (DTCA)

1. Argentina
2. Colombia
3. Costa Rica
4. Dominican Republic
5. Guatemala
6. Honduras
7. India
8. Japan
9. Mexico
10. Nicaragua
11. Panama
12. Peru
13. Philippines

This Addendum will apply where LexisNexis® IDVerse® services are being utilised.

IDVerse Direct Services Addendum

This IDVerse Direct Services Addendum ("**Addendum**") is entered into by and between (i) the undersigned entity ("**Customer**") and (ii) as applicable, LexisNexis Risk Solutions FL Inc. ("**LNRSFL**"), LexisNexis Risk Solutions UK Limited ("**LNRSUK**") or LexisNexis Risk Solutions Europe Limited ("**LNRSEU**"). LNRSFL, LNRSUK and LNRSEU are collectively referred to as "**LN**".

This Addendum is incorporated into the services agreement between Customer and LN (the "**Agreement**") and includes additional or different terms which govern the use of LexisNexis® IDVerse Direct Services ("**IDVerse Direct**" or "**LN Services**"). Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Agreement.

IDVerse Direct is a document authentication solution that helps verify a user's identity with an identity document using biometric verification and other fraud prevention capabilities. In the US, IDVerse Direct is provided by OCR Labs Global (USA) Inc and in all other territories by OCR Labs Global Limited (also known as "**IDVerse**"). IDVerse, together with its affiliates, is part of the LN group.

- Customer understands and agrees that:

1. IDVerse Direct may not detect every attempted fraud committed by an individual. Customer should not automatically make decisions purely on the results provided by IDVerse Direct.
2. Customer must use IDVerse Direct in accordance with all applicable laws. Customers take full responsibility, and LN shall have no liability, for any legal or regulatory consequences as a result of configuration decisions of IDVerse Direct made by Customer.
3. Customers may only use IDVerse Direct for the identity verification or authentication of its own users and for no other purpose. Customers may not sell or transfer any results from IDVerse Direct to any other third party, except for regulators who have made a lawful request to obtain the results.
4. Customer may not use all or any of IDVerse Direct or any data or results provided to Customer from IDVerse Direct to train, improve or test (directly or indirectly, and either by itself or through a third party) any machine learning or artificial intelligence technology or process.
5. To the extent that LN processes any personal information, including biometric data, such processing will be done by LN on behalf of Customer and shall be subject to the LexisNexis Risk Solutions Data Processing Addendum at https://risk.lexisnexis.com/corporate/dpa.
6. IDVerse shall process Personal Data to provide IDVerse Direct on behalf of the Customer and may use non-personally identifiable data from the users for its own internal reporting (on an aggregated basis) and to improve the performance of its anti-fraud and identity verification engines, pursuant to its Global Privacy Policy, accessible at https://idverse.com/privacy-policy.
7. IDVerse requires the inclusion of certain language in Consents obtained from, and notices provided to consumers, to assist with its own compliance with laws. Customer agrees that the consent screen in IDVerse Direct cannot be amended or removed except with the prior written consent of IDVerse. Customer will ensure that it has all necessary and appropriate consents and notices as required under the data protection laws for IDVerse to process biometric data of consumers in providing IDVerse Direct to Customer.
8. When Customer uses FraudHub Blocklist Check, Customers should not add to its blocklist the image or identity document of a person who it knows or reasonably suspects to be the victim of identity fraud. This is because the victim will not have consented to their image being biometrically processed by FraudHub

Blocklist Check in the future. If Customer uploads its own data to 'blocklist' then Customer will ensure they have the legal right for processing of that data (including biometric processing of facial images) by FraudHub.

9. When a transaction is deleted or redacted on the IDVerse dashboard, the transaction identifier and consent flag remain, but all personal data is no longer readable. On request by IDVerse, where required by IDVerse to prove a consumer gave consent, Customer shall promptly assist IDVerse to match the consumer's name to an IDVerse transaction identifier.

10. Customer will not conduct any penetration testing, performance testing or any form of load, volume or capacity testing (including denial of service testing) in IDVerse Direct or the IDVerse systems without first obtaining the prior written consent of IDVerse. Customer must take reasonable precautions to maintain the security of the IDVerse Direct session (including failure to protect against 'SMS pumping').

This Addendum will apply where LexisNexis® RiskNarrative® services are being utilised.

RiskNarrative Services Addendum

This RiskNarrative Services Addendum ("**Addendum**") is entered into by and between (i) the undersigned entity ("**Customer**") and (ii) as applicable, LexisNexis Risk Solutions FL Inc. ("**LNRSFL**"), LexisNexis Risk Solutions UK Limited ("**LNRSUK**") and LexisNexis Risk Solutions Europe Limited ("**LNRSEU**"), acting on behalf of itself and/or its affiliates. LNRSFL, LNRSUK and LNRSEU are collectively referred to as "**LN**".

This Addendum is incorporated into the services agreement between Customer and LN (the "**Agreement**") and includes additional or different terms which govern the use of the RiskNarrative platform, referred to as "**LexisNexis® RiskNarrative**", or the "**LN Services**". Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Agreement.

In consideration of the foregoing recitals and the mutual covenants and agreements herein, the parties agree to the following:

1. **LexisNexis® RiskNarrative.**

   a. LN will use commercially reasonable efforts to make LexisNexis® RiskNarrative available to Customer during the Schedule A Term as specified in an applicable Schedule A.

   b. "**Third Party Apps**" means the online services and/or functions (other than Customer BYO Apps) developed by third parties or LN affiliates, which are provided to Customer via LexisNexis® RiskNarrative as specified in an applicable Schedule A. The Customer's use of Third Party Apps and related data sets is subject to additional terms and conditions located at https://risk.lexisnexis.com/-/media/files/terms/risknarrative (as updated from time to time, the "**Additional Terms**"). The Additional Terms applicable to Customer are only those that relate to the specific Third Party Apps referenced in a Schedule A signed by Customer.

   c. "**bring your own apps**" or "**Customer BYO Apps**" means those online services and/or functions (other than Third Party Apps) specified in an applicable Schedule A which are accessed by Customer via LexisNexis® RiskNarrative, using the Customer's own credentials obtained pursuant to an agreement between Customer and a third party ("**Customer Data Provider**").

   d. With respect to both Customer BYO Apps and Third Party Apps, Customer agrees that (i) access to certain datasets therein may be restricted by LN or third parties; (ii) LN's role is limited to using commercially reasonable efforts to use the LexisNexis® RiskNarrative™ as a technical conduit to enable access to such apps; (iii) certain data received by Customer via LexisNexis® RiskNarrative™ may be self-reported or reported incorrectly, and as such may contain errors; (iv) LN is not required to take any steps to verify the accuracy or completeness of data so the data is therefore provided to the Customer "as is" and with no obligation, representation or warranty as to completeness or accuracy; and (v) Customer shall use such apps and the LN Services only for Customer's legitimate business purposes of fraud prevention, identity verification and/or regulatory compliance purposes, in all cases consistent with the terms of the Agreement and as permitted by applicable laws.

   e. With respect to Customer BYO Apps, Customer further agrees that (i) it has a current and valid agreement for the Customer BYO Apps with the applicable Customer Data Provider(s), and which agreement is not entered into by LN; (ii) Customer will promptly notify LN upon expiration or termination of any such agreement(s); (iii) the applicable Customer Data Provider, and not LN, is responsible for providing to Customer the Customer Data Provider services, including related maintenance and support; (iv) Customer will provide all reasonably requested assistance for LN to gain access to the Customer BYO Apps, including promptly providing required credentials which are compatible with LN's integration with the Customer Data Provider (v) Customer, and not LN, is responsible for evaluating the Customer Data Provider services, and ensuring its compliance with Data Protection Laws and other applicable regulatory or legal requirements; (vi) LN shall not be liable for any claims arising from acts or omissions of any Customer Data Provider or from their services; and (vii) LN may in its sole discretion and at any time discontinue the availability of any Customer BYO App via LexisNexis® RiskNarrative™.

2. **Biometric data.** Customer will ensure that it has all necessary and appropriate consents and notices in place for LN to process biometric data, as defined under the Data Protection Laws, on behalf of Customer to provide the verification service as part of the LN Services subject to the LexisNexis Risk Solutions Data Processing Addendum at https://risk.lexisnexis.com/corporate/dpa.

3. **Professional Services.** Where Customer also requests as further specified in an applicable Schedule A, LN will use commercially reasonable efforts to provide (i) implementation and activation services from LN; and (ii) optional professional services from LN ((i) and (ii), collectively, "**Professional Services**").

4. **Support Services**. LN will use commercially reasonable efforts to support the LN Services, in accordance with the support tier Customer purchases specified in an applicable Schedule A ("**Support Services**").

5. **Use of Customer's name.** Customer agrees LN may reference Customer's use of LexisNexis® RiskNarrative and Third Party Apps in LN marketing materials and sales efforts, solely for the purpose of: (i) listing Customer as a subscriber of LN Services, and (ii) producing promotional materials that includes the logos of Customer on the LN websites, case studies, Customer quotes and/or testimonials.

6. **Order of precedence.** In the event of a direct conflict between a provision in this Addendum, the Additional Terms and other provisions in the Agreement, the order of precedence shall be the Additional Terms, the applicable Schedule(s) A, this Addendum and other provisions in the Agreement.

The following Addendum will apply to the extent applicable to the services selected by the Customer include the Services therein:

Addendum

This Addendum sets forth additional or amended terms and conditions for the use of the following services: LexisNexis® TraceIQ®, LexisNexis® Risk Management Solutions®; LexisNexis® IDU®, LexisNexis® FraudPoint™ UK, LexisNexis® Smartcleanse® and Crediva® RiskView™ services ("LN Services") which are in addition to, and without limitation of, the terms and conditions set forth in: (a) Customer's services agreement with LN; (b) Reseller's agreement with LN; and/or (c) Reseller's agreement with End User. Such agreements hereinafter collectively referred to as the "Agreement." Unless otherwise stated, any reference to "Customer" or "End User" shall also apply to Reseller.

The TraceIQ®, Risk Management Solutions®, IDU®, FraudPoint™ UK and Smartcleanse® services are provided by Tracesmart Limited.

The Crediva RiskView™ service is provided by Crediva Limited.

The provisions set forth in this Addendum are in addition to, and unless expressly provided to the contrary, without limitation of, the provisions set forth in the Agreement. In the event of a direct conflict between this Addendum and the Agreement or any other document, the applicable portion of this Addendum shall control.

Permitted Site(s) applicable to all LN Services provided herein

The Customer will only be permitted to access the LN Services from the location(s) listed on Customer's application or as subsequently agreed by the parties.

Bank Account Validation:

"Bank Account Validation" means data derived from the Extended Industry Sort Code Directory (EISCD) supplied and owned by Vocalink for verifying bank account details of individual subjects updated on a monthly basis.

Permitted Purpose:

Customer is granted access to this dataset for use in connection with the UK Bacs scheme, Faster Payments scheme, CHAPS Sterling scheme and Cheque and Credit Clearing scheme for the following purposes and in accordance with the terms detailed in the Extended ISCD Customer Licence at Attachment 1:

(a) Assisting in the prevention of money laundering
(b) ID verification
(c) Detecting and preventing fraud

There are specific Bankmatch Data user terms for Resellers. These terms are detailed in Attachment 1B.

Bank Acount Verification:

"Bank Acount Verification" means the additional information services through Equifax for verifying bank account details of individual subjects on a daily basis.

Permitted Purpose:

Customer is granted access to this dataset for the purpose of:

(a) Assisting in the prevention of money laundering

(b) ID verification

(c) Detecting fraud in relation to the granting of credit to consumers

BT OSIS® Data/BT Telephone Directory

(contained in LexisNexis®TraceIQ®, LexisNexis® EDD Insight; LexisNexis® IDU®, LexisNexis® Smartcleanse by default)

Permitted Purpose:

The Customer is granted access to BT OSIS Data in accordance with the terms and conditions detailed in the BT OSIS end user terms set out at Attachment 2.

Credit Industry Fraud Avoidance Service (CIFAS) Data:

"CIFAS" means the UK fraud prevention service that shares data with eligible members of Closed User Group organisations for the purposes of the prevention, detection and identification of fraud-related crime.

CIFAS Services are only available to Customers who are eligible members of the CIFAS Service and who warrant they have entered into and comply with applicable Closed User Group agreements.

Permitted Purpose:

Customer is granted access to this dataset, provided it is and continues to be an approved CIFAS Member for the purposes of:

(a) Assisting in the prevention of money laundering
(b) Detecting fraud in relation to the granting of credit to consumers

Unless otherwise agreed the CIFAS Data should not be relied on for the purposes of ID verification or credit assessment relating to the potential consumer. In the event that an individual consumer check returns a CIFAS Caution this means "CIFAS – do not reject – validation required" and the Customer is able to access the CIFAS FIND database for further information. Such additional information may be accessed by the Customer in accordance with the relevant CIFAS Closed User Group Rules and used by the Customer in its own discretion. If the Customer withdraws or is removed from CIFAS Membership for any reason it should inform LN promptly.

Creditsafe Business Data

The Customer is granted access to Creditsafe Business Data in accordance with the terms and conditions detailed in the Creditsafe Business Solutions Ltd End User Terms contained in Attachment 3.

Dun and Bradstreet Worldbase Data

Access to and Use of the Dun & Bradstreet ("D&B") database is subject to the Terms of Agreement between you, the Customer, and LexisNexis® Risk Solutions ("LNRS") and Dun & Bradstreet, Inc. By accessing the D&B Data, you agree that you have authority to enter into the Terms of Agreement on behalf of your Company and that you have read the Terms of Agreement, understood them and agree on behalf of yourself and your Company to be bound by them.

Terms of Agreement

1. All information which D&B furnishes to you ("Information") will be used by you solely as one factor in your credit, insurance or other business decision and will not be used to determine an individual's eligibility for credit or insurance to be used primarily for personal, family or household purposes or to determine an individual's eligibility for employment. You also agree that the Information will not be used to engage in unfair or deceptive practices.

2. You agree that the Information will not be reproduced, revealed or made available to anyone else, it being understood that the Information is licensed for you internal use only. You agree to indemnify, defend and hold harmless D&B from any claim or cause of action against D&B arising out of or relating to use of the Information by individuals or entities which have not been authorized by this Agreement to have access to and/or use the Information.

3. You understand that you are the beneficiary of a contract between D&B and LNRS and that, under that contract, both D&B and LNRS have reserved certain rights that may result in the termination of your right to receive Information from D&B. In addition, D&B may terminate this Agreement at any time if you breach any of its terms.

4. YOU ACKNOWLEDGE THAT D&B DOES NOT WARRANT OR GUARANTEEE THE TIMELINESS, CURRENTNESS, ACCURACY, COMPLETENESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE INFORMATION. YOU ALSO ACKNOWLEDGE THAT EVERY BUSINESS DECISION INVOLVED THE ASSUMPTION OF A RISK AND THAT D&B IN FURNISHING THE INFORMATION TO YOU, DOES NOT AND WILL NOT UNDERWRITE THAT RISK, IN ANY MANNER WHATSOEVER. YOU THEREFORE AGREE THE D&B WILL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY CAUSED IN WHOLE OR IN PART BY D&B'S NEGLIGENCE IN PROCURING, COMPILING, COLLECTING, INTERPRETING, REPORTING, COMMUNICATING OR DELIVERING THE INFORMATION.

5. YOU AGREE THAT D&B WILL NEVER BE LIABLE FOR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THEIR POSSIBILITY. YOU ALSO AGREE THAT D&B'S LIABILITY OF ANY AND ALL LOSSES, DAMAGES OR INJURIES WHICH YOU SUFFER OR INCUR ARISING OUT OF ANY ACTS OR OMISSIONS OF D&B IN CONNECTION WITH ANYTHING TO BE FONE OR FURNISHED HEREUNDER, REGARDLESS OF THE CAUSE OF THE LOSS, DAMAGE OR INJURY AND REGARDLESS OF THE NATURE OF THE LEGAL RIGHT CLAIMES TO HAVE BEEN VIOLATED, SHALL NEVER EXCEED $10,000.00 AND YOU COVENANT AND PROMISE THAT YOU WILL NOT SUE D&B FOR A GREATER AMOUNT.

6. You acknowledge and agree that the copyright to the Information is and shall remain with D&B. You acknowledge that the Information, regardless of form or format, is proprietary to D&B and comprises: (a) works of original authorship, including compiled information containing D&B's selection, arrangement and coordination and expression of such information or pre-existing material it has created, gathered or assembled; (b) confidential or trade secret information, and (c) information that has been created, developed and maintained by D&B at great expense of time and money such that misappropriation or unauthorized use by others for commercial gain would unfairly and irreparably harm D&B. You shall not commit or permit any act of omission by your agents, employees or any third party that would impair D&B's proprietary and intellectual property rights in the Information. You agree to notify D&B immediately upon obtaining any information regarding a threatened or actual infringement of D&Bs rights.

7. There Terms of Agreement are in addition to those found in any LNRS service agreement. If there is conflict between these Terms of Agreement and those found in any such service agreement, then these Terms of Agreement will apply. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, United States of America without giving effect to its conflicts of law provisions. Any disputes arising hereunder must be filed and shall be venued in the Unites States District Court of the District of New Jersey or in the courts of the State of New Jersey and the parties hereby submit to the jurisdiction of such courts.

Death Registry Information (DRI) Data:

Permitted Purpose:

Customer is granted access to this dataset for the primary purpose of prevention, detection, investigation and prosecution of offences.

Customer shall not access or permit anyone to access the Services in respect of Death Registration Information ("DRI") from a country outside the UK, nor export or permit the export of Data or Results comprising Death Registration Information ("DRI") to a country outside the UK, without prior written consent from LN.

Digital Identity Network Additional Terms

The **Customer** desiring to receive digital authentication and fraud prevention services ("**ThreatMetrix Services**") as available from LexisNexis Risk Solutions UK Ltd's ("LN") affiliate company ThreatMetrix, Inc. ("**ThreatMetrix**") agrees to the following additional terms ("Additional Terms"):

1. **Customers' Services Subscription**. ThreatMetrix grants Customer a limited, revocable, non-exclusive, nontransferable right to use ThreatMetrix Services and any other materials or intellectual property ThreatMetrix provides to Customer in connection with the ThreatMetrix Services (the "**ThreatMetrix Materials**''), solely for Customer's own internal business purposes, after implementation and configuration of Customer's website, and subject to the terms and conditions of these Additional Terms and the Customer's Agreement with LN.
2. "**ThreatMetrix Services Data**" shall include the following: any technology embodied or implemented in the ThreatMetrix Services or ThreatMetrix Materials; any computer code provided by ThreatMetrix for Customer's website or computer network; any hosting environment made accessible by Customer for purposes of obtaining the ThreatMetrix Services; any suggestions, ideas, enhancement requests, or feedback related to the ThreatMetrix Services; any user device data, Internet Protocol (IP) addresses, anonymous device information, machine learning data, user data persistent in the ThreatMetrix network, device reports, or transaction histories; and any corollaries, associations, and ThreatMetrix conclusions pertaining to or arising out of any of the foregoing. Customer will provide ThreatMetrix Services Data to ThreatMetrix as may be necessary for ThreatMetrix to provide to Customer the ThreatMetrix Services. Customer will take such actions as may be legally and technically necessary to allow ThreatMetrix to collect ThreatMetrix Services Data that Customer decides to receive in connection with the ThreatMetrix Services.
3. **Ownership.** As against Customer, ThreatMetrix (and its licensors, where applicable) owns all right, title and interest, including all related intellectual property rights, in and to the ThreatMetrix Services and ThreatMetrix Materials, any software delivered to Customer, any hosting environment made accessible to Customer, any technology embodied or implemented in the ThreatMetrix Services and ThreatMetrix Materials, any computer code provided by ThreatMetrix for Customer's particular website and computer network, and any ThreatMetrix Services Data.
4. **International Transfer.** Use of the ThreatMetrix Services involves the transfer of personal data to other countries within the EEA.
5. **Legal Compliance**. ThreatMetrix will provide the Services in compliance with applicable law and, to the extent applicable, subject to the ThreatMetrix data processing addendum at http://www.threatmetrix.com/processor-terms

Email Risk Data:

Email Risk Data is a feature within the LexisNexis® IDU® and TraceIQ® service that relies on a contributory database to help prevent fraud and give insight into a person's email address. The data is provided by LN to the Customer and is generated through LN's use of software licensed to it by LexisNexis Risk Solutions FL Inc. The Customer is granted access to the EmailAge database on the understanding that it is a contributory database and, as such, other businesses may use and benefit from the search enquiry data inputted by the Customer.

Use of Email Risk Data within a service involves the transfer of personal data to other countries globally.

Customers are invited to provide feedback to LexisNexis Risk Solutions FL Inc. in relation to the results/data received through their use of the Email Risk Data, in particular by indicating: a) emails associated with fraud; b) type of fraud; and c) industry where the fraud occurred. Such feedback will be fed back to the contributory database. A template for providing the feedback can be provided on request.

Experian Consumer Credit Header Data /Credit Active Data/Autotrace Data:

The Customer's access to ExperianData is subject to the Experian terms and conditions set out at Attachment 5 when being granted access to this dataset and may only use the Experian Data for the permitted purposes listed therein.

Equifax Consumer Credit Header Data:

Without limiting the other restrictions set forth in this Agreement, Customer can be granted access and use this dataset for the following purposes:

Permitted Purpose

Usage of Personal Identifiable Information (PII) - Names, Addresses, Telephone Numbers and URN:

1. Anti-money laundering and general due diligence
2. Fraud prevention, mitigation and investigation, including risk analysis
3. Identity verification
4. Risk assessment of a consumer, based on assessed stability and other measures of consumer responsibility
5. Tracing of debtors in order to find and/or update subject information for successful contact
6. Debt collection and recovery, leveraging contact information, and assessing propensity to pay debt
7. Asset reunification, but excluding use for mis-selling claims, such as payment protection insurance Usage of Characteristics / Attributes

1. Anti-money laundering and general due diligence
2. Fraud prevention, mitigation and investigation, including risk analysis
3. Identity verification
4. Risk assessment of a consumer, based on assessed stability and other measures of consumer responsibility*
5. Tracing of debtors in order to find and/or update subject information for successful contact*
6. Debt collection and recovery, leveraging contact information, and assessing propensity to pay debt*

All usage as outlined above includes usage for modelling, data cleanse/append and as may be necessary for legal or regulatory investigation and enforcement. Where usage is for legal or regulatory investigation or enforcement and Customer relies on Schedule 2 Part 1 of the Data Protection Act 2018 - *Information required to be disclosed by law etc or in connection with legal proceedings*, such disclosure shall only be permitted to public sector organisations.

*Insight characteristics are restricted for use by Equifax Insight Closed user Group members ("Insight Member") only when used for Debt Collection/Debt Recovery/Debtor Tracing/Stability Scoring under the Steering Committee on Reciprocity's (SCOR) Principles of Reciprocity. These industry data sharing rules (binding on Equifax through contractual agreement with each Insight member) have a general restriction that prohibits the use of Insight data by non-Insight Members. Customers must be a current Insight Member to use Characteristic / Attributes data and shall inform LN immediately in the event they are no longer an active Insight Member. An exemption to this rule applies to Insight data in the form of these characteristics when used for AML/Due Diligence/Fraud Prevention & Detection/Identity Verification & Authentication purposes.

Equifax Credit Active Data:

"Equifax Credit Active" means the additional information services available through Equifax incorporating the non-financial extracts of the Insight database for the purposes of denoting credit active status.

Permitted Purpose:

Customer is granted access to this dataset for the purpose of:

(a) Assisting in the prevention of money laundering
(b) ID verification
(c) Detecting fraud in relation to the granting of credit to consumers

Equifax Locate Data (Positive/Debt):

Permitted Purpose:

The Locate Data provides the Customer with a facility to assist in the tracing of individuals by providing possible previous or new addresses. Customer's access to the Locate Data is subject to the Equifax terms and conditions set out at Attachment 6 when being granted access to this dataset for the Permitted Purpose.

Electoral Roll Data - Full Register:

"Credit Reference Agencies" means credit reference agencies registered under the Consumer Credit Act 1974, namely Crediva Limited, registered in England & Wales with company registration number 6567484, and whose registered office is situated at Global Reach, Dunleavy Drive, Cardiff CF11 0SM, Experian Limited, registered in England & Wales with company registration number 653331, and whose registered office is situated at Landmark House, Experian Way, NG2 Business Park, Nottingham, NG80 1ZZ, Equifax Limited, registered in England & Wales with company registration number 2425920, whose registered office is Capital House, 25 Chapel Street, London NW1 5DS (relevant to Access by API Only) and TransUnion Information Group Limited, registered in England & Wales with company registration number 04968328, and whose registered office is situated at One Park Lane, Leeds, West Yorkshire, LS3 1EP.

"Full Register" relates to the meaning given under the Representation of the People (England & Wales) Regulations 2001 as subsequently amended.

"Subject" means the private individual who is the subject matter of the LN Services.

Credit Reference Agencies will place a search "footprint" on the electronic file of the Subject and their personal details may be accessed by third parties for the specific purpose of anti-money laundering, credit assessment, identity verification, debt collection, asset reunification, tracing and fraud prevention.

Permitted Purpose:

Customer is granted access to this dataset for the purpose of:

(a) vetting applications for credit or applications that can result in the giving of credit or the giving of any guarantee, indemnity or assurance in relation to the giving of credit, including cash loans and any other form of financial accommodation, or;

(b) meeting any obligations contained in the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 or;

(c) where a UK crime agency or UK central government department, the prevention and detection of crime and the enforcement of the criminal law (whether in England and Wales or elsewhere).

Customer warrants that a request by it to access the Full Register is made and in accordance with the Representation of the People (England and Wales) Regulations 2001 as subsequently amended, and only for the specific purposes detailed above.

Customer shall inform LN immediately should the Customer's entitlement to access the Full Register change at any time, and the LN shall instruct Credit Reference Agencies to cease to provide the Full Register immediately on receipt of such notice.

Customer must notify the Subject that a Full Register search is to take place but their consent is not required for anti-money laundering purposes.

LexisNexis® WorldCompliance™ Data

The Customer may only use the WorldCompliance Data for internal business purposes and not for providing services to third parties. The Customer shall not use any network monitoring or discovery software or processes to determine the web-based software application's ("the Application") architecture, or extract information about usage or individual identities of users nor use any automated technique to access the information held within the proprietary WorldCompliance database.

Without limiting the other restrictions set forth in this Agreement, Customer shall use the WorldCompliance Data only for lawful purposes of (i) identity verification; (ii) mitigation of financial and business risk; (iii) detection, investigation, assessment, monitoring and prevention of fraud and other crime; and/or (iv) compliance with anti-money laundering (AML), counter- terrorism financing (CTF), anti-bribery and corruption (ABC) and similar laws.

London, Belfast and Edinburgh Gazette – Official Public Record of consumer bankruptcy information.

(contained in LexisNexis®TraceIQ®, LexisNexis® EDD Insight; LexisNexis® IDU®, LexisNexis® Smartcleanse as standard)

Customer acknowledges that this data contains public sector information licensed under the Open Government Licence 3.0.

National Police Chiefs' Council (NPCC) – Postcode level Crime data

(contained in LexisNexis® FraudPoint™ UK)

Customer acknowledges that this data contains public sector information licensed under the Open Government Licence 3.0.

Office for National Statistics –2011 Census: Headcounts and household estimates for postcodes in England and Wales

(contained in LexisNexis® FraudPoint™ UK)

Customer acknowledges that this data contains public sector information licensed under the Open Government Licence 3.0.

Office for National Statistics – Nomis Official Labour Market Statistics

(contained in LexisNexis® FraudPoint™ UK and LexisNexis® RiskView™UK)

Customer acknowledges that this data contains public sector information licensed under the Open Government Licence 3.0.

One Time Password (OTP)

Restricted Purposes:

Customer shall only use the data for the following limited purpose: generating and communicating a one-time password OTP to a consumer at Customer's request and subsequently verifying that same consumer's receipt of that same password; provided however, as the data is not provided for the sole determining factor in verifying or authenticating a consumer's identity, Customer acknowledges that LN's agreement to provide the LN Service is conditioned upon Customer's use of tools other than the OTP data (such as IDU) to assit in verifying and/or authenticating the consumer's identity.

Royal Mail PAF® Data:

Permitted Purpose:

Customer is granted access to Royal Mail PAF® Data in accordance with the terms and conditions detailed in the Royal Mail PAF® Licence Agreement set out at Attachment 7.

Royal Mail NCOA Suppress Data

Permitted Purpose:

Customer ("End User") is granted access to this dataset for the purposes and in accordance with the terms detailed in the Royal Mail NCOA Suppress End User Licence at Attachment 8.

There are specific Royal Mail NCOA Suppress Data Data user terms for Resellers. These terms are detailed in Attachment 8B.

Royal Mail NCOA Update Data

Permitted Purpose:

Customer ("End User") is granted access to this dataset for the purposes and in accordance with the terms detailed in the Royal Mail NCOA Update End User Licence at Attachment 9.

There are specific Royal Mail NCOA Update Data user terms for Resellers. These terms are detailed in Attachment 9B.

Social Media Data:

(This service is hosted on the US Server)

"**Social Media Data"** means any and all data related to a data subject's social media presence, which is provided by LN to the Customer and generated through LN's use of software licensed to it by FullContact Inc.

The Customer is granted access to the Social Media Data subject to the terms of this Agreement, and FullContact Inc's Terms of Use (http://www.fullcontact.com/terms/), and Privacy Policy (http://www.fullcontact.com/privacy/) (as applicable), both of which shall hereby be incorporated into this Agreement.

Restricted Purposes:

Customer shall not use such data for the purposes of cookie tracking, ad exchanges, ad networks, data brokerages, or sending electronic communications (including e-mail), except in accordance with applicable laws and regulations.

Klout data may not be used in any manner that competes with Klout.

Customer shall immediately cease using the Social Media Data for any specified purpose or activity when notified by LN that any such purpose or activity is prohibited.

Document Authentication within LN Services

(This service is hosted on the US Server)

The terms and conditions listed below govern the Customer's use of TrueID available within LN Services (referred to therein as Document Authentication)

Permitted and Restricted Purposes

Customer agrees to use the data solely for the purposes of (i) image and data scanning, (ii) verifying consumer identification through face matching and/or visual confirmation in order to prevent and/or deter identity fraud in connection with Customer's business, (iii) transaction problem prevention and resolution, (iv) ID document authentication and (v) data prefill (collectively, the "**Permitted Uses**").

Customer acknowledges that LN acts as a conduit of information, that LN does not manage the source databases for the Document Authentication service and that LN is not responsible for the accuracy of information contained therein. LN makes no representations that the activities undertaken by LN will satisfy any legal or contractual requirement applicable to Customer or that Customer may have with third parties.

National Fraud Initiative ("NFI Data")

1) Customer acknowledges and agrees that the NFI Data may only be used for the following purposes;

   A) Fraud:

      a. Fraud Investigation - Investigation into a known or suspected fraud case to gain further information about the subject.

b. Fraud Detection, Prevention and Monitoring - For use with fraud prevention before a fraud has occurred or to aid the discovery of fraud.

B) Identity:

a. Identity Verification – linking, matching and confirming subject identity details in order to prevent fraudulent applications being successful.

2) Customer shall not;

A) provide access to NFI data to Users who have not undergone appropriate pre-employment screening;

B) refer to or utilise the NFI Data in isolation;

C) use the NFI Data to make decisions about data subjects and shall conduct further investigation to verify any matches;

D) use the NFI Data in any way to determine the likeliness of a data subject committing fraud in the future;

E) access the NFI Data from outside the European Economic Area.

F) use the NFI Data otherwise in any way in breach of the restrictions set out in paragraphs 4 and 5 of Schedule 9 of the Local Audit and Accountability Act 2014.

3) Customer acknowledges and agrees that NFI Data must be handled at all times in accordance with the Cabinet Office Security Policy Framework https://www.gov.uk/government/publications/security-policy-framework

4) As a condition of receiving the NFI Data, Customer agrees to provide Average Value of Transaction data ("AVT") as

defined below.

(i) AVT is required by the National Cabinet Office in order to estimate the overall value of the data being provided. This figure should represent the average value of your current transactions with customers which fall into the category of transactions forming the basis of your permitted use case for the service.

Knowledge Based Authentication within LN Services

The terms and conditions listed below ("**Terms**") govern the Customer's use of the InstantID Q&A (UK) product available within LN Services (referred to therein as Knowledge Based Authentication ("**KBA**")

1. Definitions.

a. **"Applicable Regulations"** means the Consumer Credit Acts 1974 and 2006, the Data Protection Act 2018 (the "**Data Protection Act**"), the Representation of the Peoples (England and Wales) Regulations 2001 (as amended), the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, the Financial Services and Markets Act 2000 (Regulations Relating to Money Laundering) Money Laundering Regulations 2001, rules made by the Steering Committee on Reciprocity, the Guide to Credit Scoring 2000 and any other applicable law, regulation or code, all as may be amended from time to time.

b. **"Customer Data**" means the Personal Data of Consumers which is submitted by Customer to LN in the performance of the Product.

c. "**Data**", "**Data Controller**", "**Data Processor**", "**Data Subject**", and "**Personal Data**" shall have the meaning ascribed to them the Data Protection Act.

d. **"Consumer(s)"** means an individual whose Personal Data is being verified or authenticated using the Product.

e. **"Consumer Data"** means the Personal Data of a Consumer provided by LN to Customer and excluding the Customer Data.

2. Customer agrees that LN, including LN's affiliates and its third party supplier(s), may process the Customer Data on its behalf for the purpose of providing the KBA service. LN agrees that Customer will receive and process the Consumer Data from LN or LN's suppliers soley for the Purpose (as defined below), and subject to the Terms herein.

3. Customer shall use the KBA service to transact business solely with United Kingdom consumers and solely for the purpose of conducting identity verification and authentication in compliance with the Applicable Regulations (the "**Purpose**"). Customer agrees that any information resulting from its use of the Product shall have no bearing on and is not intended to be used to determine an Consumer's credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living.

4. Customer shall ensure that before it provides any Consumer's Personal Data to LN in use of the KBA Service the Consumer has:

   a. been notified that a search of their credit file will be undertaken with a credit reference agency and who may check the details they supply against any particulars on any database (public or otherwise) to which they have access for the purposes of verifying their identity; and

   b. been notified that the information they give to the Customer or to LN may be disclosed to LN's affiliates and suppliers in the United States of America or any other country, including without limitation reference or fraud prevention agencies and that LN, its affiliates and suppliers may keep a record of their information and may also use their details in future to assist other third parties for verification purposes.

5. Customer shall comply with the Applicable Regulations.

6. Customer shall ensure that no Consumer Data is directly or indirectly transferred to any country outside the European Economic Area (EEA) unless Customer procures that an adequate level of protection is afforded for the rights and freedoms of Data Subjects in relation to the processing of the Consumer Data.

7. Customer shall only use Full Electoral Roll data as permitted by Regulation 114 of the Representation of the People (England and Wales) Regulations 2001 and Customer shall ensure that any search it carries out of the Full Electoral Roll and any use of the Customer Data is for a purpose that is permitted under Regulation 114.

8. Customer shall not (i) modify, copy or make derivative works based on the Product; (ii) sell, sublicense, transfer or make available the Product to any third parties; or (iii) copy or retain any of the Product's authenticating questions or Consumer' responses to the Product's authenticating questions.

9. Customer is responsible for the quality, integrity, legality, reliability, and appropriateness of all Customer Data; During the course of this agreement, Customer shall:

   a. subject to Applicable Regulations, provide LN with any information, materials or assistance that LN may reasonably request in order to provide the KBA service in accordance with these Terms;

   b. provide LN with its Data Protection registration number (pursuant to the Data Protection Act 2018) during the setup of the KBA Service; and

10. Customer shall provide to LN the name and address of each of its users of the KBA Service and shall keep the information up-to-date at all times.

11. LN may, at any time without notice to Customer and without liability, terminate Customer's access to the KBA service in the event that (a) Customer breaches any provision set forth in Sections 3-12 of these Terms; (b) LN's contract with its third party supplier is terminated, or (c) such third party supplier requires LN to terminate access to the data.
12. In addition to the maintenance windows and any downtimes described in the Agreement, maintenance windows for the KBA service include midnight – 12:45 a.m. Monday through Saturday and midnight - 7:00 a.m. Sundays, during which times, the KBA service may be unavailable of its performance may be impaired.
13. The provisions set forth in these Terms are in addition to, and unless expressly provided to the contrary, without limitation of, the provisions set forth in the Agreement. In the event of a direct conflict between these Terms and the Agreement or any other document, the applicable portion of these Terms shall have precedence.
14. Sections 1, 3- 9, 13 and 14 of these Terms shall survive termination of the Agreement in accordance with their terms.

LexisNexis® IDU® services use of Google LLC

Customer acknowledges that certain products and/or services provided by Google LLC may form part of the Services provided by Tracesmart IDU service. Should Customer use the following LexisNexis® IDU® services; Document Assessment, Liveness and/or Face Match, Customer agrees to the terms located at https://developers.google.com/ml-kit/terms ("ML Kit Terms"). Customer also represents and warrants that Customer is solely responsible for providing notice of to all Users of the following LexisNexis® IDU® services; 'Document Assessment', 'Liveness' and/or 'Face Match', and is liable for any obligations set forth in the ML Kit Terms.

Veriff OÜ services and data

The Customer is granted access to Veriff OÜ services and data in accordance with the terms and conditions detailed in the terms contained in Attachment 10.

ATTACHMENT 1 – BANK ACCOUNT VALIDATION DATA
(Not applicable to Resellers)

VocaLink Extended Industry Sorting Code Directory Customer Licence

These are the terms by which you may use the Bankmatch data based on the Extended Industry Sorting Code Directory (as defined below). By accepting this Agreement or otherwise accessing or using the Extended ISCD, you signify that you have read, understood, and agree to be bound by the terms set out in this Attachment ("Customer Licence").

1. In this Customer Licence the following definitions and rules of interpretation shall apply:

"**Customer**" means a party to whom the Master Distributor grants a Customer Licence to use the Extended ISCD.

"**Customer Licence**" means the licence granted by the Master Distributor to a Customer allowing it to use the Extended ISCD. "**Extended Industry Sorting Code Directory**" or "**Extended ISCD**" means the VocaLink product by these names, consisting of a copy of a computer file of Sorting Code Data or any data taken from the computer file of Sorting Code Data and incorporated into any computer file or product produced by the Master Distributor.

"**IDU Service**" means the ID verification service produced and supplied by the Master Distributor.

"**Master Distributor**" means Tracesmart Ltd trading as LexisNexis, a company incorporated in England and Wales under

registration number 3827062 the registered office of which is at Global Reach, Dunleavy Drive, Cardiff, CF11 0SN.

"**Sorting Code**" means the code numbers issued from time to time by UK Payments for use in payment schemes operated by its members.

"**Sorting Code Data**" means the information that constitutes a sort code.

"**UK Payments**" means UK Payments Administration Limited, a company incorporated in England and Wales under registration

number 01935025, the registered office of which is at 2 Thomas More Square, London, E1W 1YN.

"**VocaLink**" means VocaLink Limited of Drake House, 3 Rivers Court, Homestead Road, Rickmansworth, WD3 1FX, registered in England, company number 6119048.

2. The Customer shall update its Extended ISCD at least monthly.

3. The Customer acknowledges and accepts that VocaLink and its officers, employees, agents and licensors have no liability to it whatsoever in connection with this Customer Licence or the Customer's use of the Extended ISCD.

Attachment 2 - BT End User Terms for Residential Customer
Alphabetical (A-Z) Products or Services OSIS Database

BT has stipulated that the following terms and conditions of this Licence Agreement shall apply to a client of LexisNexis who is licensed to receive the BT OSIS data. These terms and conditions have been imposed by BT and LexisNexis has no authority or ability to agree to any amendments. LexisNexis has been granted an OSIS Licensee from BT to use extracts of OSIS data in its Products and Services.

1. Definitions

1.1 For the purposes of these End-User Terms, the following definitions shall apply:

"BT" shall mean British Telecommunications plc;

"BT Marks" shall mean registered or unregistered trademarks and service marks, house marks and marks of ownership, trading names, brand names, distinctive colour schemes, devices, styles, emblems and other manifestations associated with BT;

"End-User" shall mean the Licensee's customer under this Agreement who has access to who has registered to use the Licensee's Products and Services; and

"Licensee" shall mean Tracesmart Ltd trading as LexisNexis;

"OSIS" shall mean the extract of the BT OSIS Residential Customer Alphabetical (A-Z) database containing name, address and telephone number Records provided under Licence to the Licensee by BT and all data incorporated therein, sub-licensed to the Customer subject to the terms and conditions of the Agreement.

2. OBLIGATIONS OF THE END-USER

2.1 The End-User shall in all its dealings with or relating to information derived from BT's OSIS database (the "**Information"**) comply with all applicable laws and codes of practice including the Data Protection Act 2018 (as amended)and the Guide to Privacy and Electronic Communications Regulations and the legislation/regulations implementing Directive 2002/58/EC of the European Parliament and of the Council of the European Union.

2.2 The End-User shall not export or permit the export of any material amount of the Information to a country which is not within the European Economic Area without the prior written express consent of the Licensee and/or BT**.**

3. MARKS

3.1 The End-User shall not have any rights to use the BT Marks and shall not make reference to BT or any BT product or service in any promotional or marketing advertising, communications, literature, or packaging.

3.2 The End-User shall not alter any copyright or other intellectual property right acknowledgement or confidentiality marking

incorporated into or applied to BT's OSIS database or documentation owned by BT.

Attachment 3 – Creditsafe Business Solutions Ltd End User Terms

Creditsafe Business Solutions Ltd ("Creditsafe") has stipulated that the following terms and conditions ("End User Terms") shall apply to a customer of LexisNexis ("Customer") who is licensed to receive the Creditsafe Company Reports and data contained therein (both referred to hereinafter as "CCR"). These End User Terms have been imposed by Creditsafe and LexisNexis has no authority or ability to agree to any amendments.

Definitions:

Agreement means the LexisNexis® ResearchIQ™ Supplier Agreement to which the terms of this Schedule are incorporated therein;

Any other capitalised terms appearing in these End User Terms that are not defined shall have the same meaning as that which is set out in the Agreement.

1. CUSTOMER OBLIGATIONS AND CONDUCT

The Customer may not sell, transfer, sublicense, distribute, commercially exploit or otherwise make available to, or use for the benefit of, any of the CCR. The Customer may not include the CCR in any product or service which the Customer sells.

2. CUSTOMER RESTRICTIONS

Customer shall not produce, licence, sell, distribute or create or otherwise dispose of a credit report or any product or service (in any form whatsoever) containing or referring to the CCR (on its own or in combination with other data) which bears upon, refers to or otherwise relates to the creditworthiness of any given business or trading entity in so far as such credit report, product or service contains one or more of the following:

(a) a Credit Rating;

(b) a Credit Limit; or

(c) a Credit Risk Score or Band, or

(d) other algorithmic indicator of the level of Credit Risk Score,

in respect of any such business, company, partnership, sole trader or other trading entity.

ATTACHMENT 4

[Reserved]

ATTACHMENT 5 – EXPERIAN CONSUMER CREDIT HEADER / CREDIT ACTIVE / AUTOTRACE DATA END USER TERMS

In the event that LN (hereinafter referred to as "Reseller") supplies the Customer (hereinafter referred to as "End User") with Experian Data, End User acknowledges and are deemed to have accepted the following terms and conditions of Experian. Any definition not provided in this Attachment 5 shall have the same meaning as set out elsewhere in the Agreement:

Identity Management/Fraud Prevention/AML Services (relevant to IDU, TraceIQ, EDD Insight, Smartcleanse)

1. The End User acknowledges and agrees that the Experian Data may only be used for one or more of the following purposes:
    a. ID verification; or
    b. Fraud prevention; or
    c. AML checks (to meet any obligations under the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, or any additional or amending legislation.
2. The End User agrees to not create a Reusable ID as defined under Point 12 below.

Debt Recovery Services (relavant to TraceIQ, Smartcleanse)

3. The End User acknowledges and agrees that:
    a. where Experian Data is being provided for the purpose of consumer collections, it will only use information provided as part of this service for the purposes of assisting in the collection from debtors of amounts which have not been paid in accordance with the legal obligations of those debtors or in circumstances which are or may be fraudulent.
    b. where Experian Data is being provided for the purpose of commercial collections, it will only use information provided as part of Experian Data for the purposes of assisting in the collection from businesses of amounts which have not been paid in accordance with the legal obligations of those businesses or in circumstances which are or may be fraudulent.
    c. any recommended treatment or actions, or summary screen ("suggested actions") provided as part of Experian Data will be automated based on factors agreed with the Reseller, and that the suggested actions do not constitute advice or decisions for or on behalf of the Reseller.
    d. it shall not identify Experian to any debtor as the source of any information provided to it as part of this service (provided that this restriction shall not require the Reseller or End User to act in a manner which puts it in breach of any applicable law).
4. The End User agrees to only use the Experian Data provided as part of any data enhancement service for the purpose of debtor tracing, the collection of overdue debts and enhancing the accuracy of customer information held within a collections file.
5. In relation to debt recovery services that are used for the purpose of tracing debtors the End User shall:
    a. use the Experian Data solely to locate the home address of debtors and (save as is required by law) will not divulge or disclose all or any part of the Experian Data to any third party;
    b. take reasonable steps to confirm the identity of a debtor before taking any action to recover the relevant debt where the Experian Data/services provide a home address for that debtor;
    c. not identify Experian to any debtor or other third party as the source of any data relating to a debtor (save as is required by law).
6. The End User shall only access Experian Data if:
    a. they hold a current registration with the Information Commissioners Office for data processing activities they undertake, and
    b. where applicable, they are authorised and regulated by the Financial Conduct Authority.

7. The End User agrees to not create a Reusable ID as defined under Point 12 below.

Fraud Prevention and Investigation Services (relevant to TraceIQ, EDD Insight)

8. End User shall ensure:
    a. that Experian Data are not used for Prohibited Purposes. Prohibited Purposes are purposes that do not fall within the ambit of fraud prevention and investigation;
    b. Experian Data shall only be used where there has been a prior indication of a potential fraud; and customers of the End User have been notified that information they have supplied may be used and shared with third parties for fraud prevention and investigation purposes.
9. The End User agrees to not create a Reusable ID as defined under Point 12 below.

Asset Reunification

10.
    a. The End User may use Experian Data to confirm residency periods and address links for the purposes of positive asset reunification to consumer subjects.
    b. The End User agrees to not create a Reusable ID as defined under Point 12 below.

Customer Management and Communication

11.
    a. The End User may use Experian Data to cleanse, maintain or update the End User's customer contact database to ensure accurate records are maintained for communications purposes or for use in accordance with regulatory requirements, and only in connection with individuals who are customers of the End User. Where related to communications between the End User and an individual, the Experian Data must only be used in connection with service communications from the End User or where there is a legal or regulatory requirement for the End User to communicate with the individual.
    b. The End User agrees to not create a Reusable ID as defined under Point 12 below.

Insurance Sector (meaning End Users authorised under the Financial Services and Markets Act 2000 to provide insurance, insurance intermediation or reinsurance services)

12. Except where used by End Users to assist in investigations relating to individuals where fraud is suspected in accordance with Point 8 above, asset reunification in accordance with Point 10, or customer management and communication in accordance with Point 11 above, End Users may only use Experian Data within the Insurance sector for:

    - the on-boarding of new policy holders, renewal of policies and policy administration of life assurance policies; or
    - for the on-boarding of new policy holders, renewal of policies and policy administration of single or multiple pension policies.

    and provided any forward address links are not used for insurance underwriting or pricing decisions, and the End User agrees to not create a "Reusable ID" (meaning an electronic identification verified to a level of trust which is given to a consumer or business to allow the End User to authenticate transactions with any third parties).

Online Gambling (relevant to Identity Management / Fraud Prevention / AML services)

13. Notwithstanding anything to the contrary stated within this Agreement, when the Services are used in connection with Online Gambling, these Online Gambling Special Terms and Conditions shall apply and shall take precedence over any other terms and conditions contained within the Schedule and the Terms and Conditions.
14. In these Online Gambling Special Terms and Conditions the following definitions shall apply:
    a. "Licence(s)" means all licences, permits, authorisations and/or accreditations that are required in order for the holder to supply Online Gambling in the Online Gambling Country;
    b. “Licensing Country” means the following countries: Gibraltar, Jersey, Guernsey, Alderney, Malta, Isle of Man and United Kingdom and such other countries as Experian may agree from time to time;
    c. “Online Gambling” means a gambling service accessed via remote communication whereby Players register, deposit funds and bet and/or play games;
    d. “Online Gambling Country” means the countries identified as such under Point 19 below;
    e. “Permitted Activity” means the Online Gambling activities identified as permitted activities in relation to an Online Gambling Country under Point 19 below;
    f. “Player” means an individual who is a potential or actual Online Gambling customer of the End User;
    g. “Player Location” means the country in which the Player is located when the Services are accessed by the End User;
15. When the Services are used in connection with Online Gambling:
    a. the Territory shall be the Online Gambling Countries; and
    b. the End User Permitted Purpose shall be ID verification and fraud prevention purposes in connection with Players only where (a) the Player Location is an Online Gambling Country, and (b) the Online Gambling for which the Services are used is a Permitted Activity for the Player Location, and the End User holds the Licences for such Permitted Activities.
16. The End User shall;
    a. comply at all times with the End User Permitted Purpose;
    b. carry out practical mitigation, and use all reasonable steps to ensure that it complies with the End User Permitted Purpose, which shall include (without limitation) ensuring and that Players using the Services (i) are situated in an Online Gambling Country, and (ii) are only able to use the Services in connection with Permitted Activities for which the End User has the Licences;
    c. operate in a manner that is consistent with the actions of a reputable company operating in the Online Gambling industry; and
    d. ensure that the End User holds and maintains appropriate Licence(s) to carry out the Permitted Activity in Online Gambling Countries in which it operates and for which it proposes to use the Services.
17. In addition to any other restrictions on Permitted End Users contained within the Schedule, each End User must be a company whose registered office is in a Licensing Country.
18. The End User agrees to not create a Reusable ID as defined under Point 12 above.
19. Permitted Activities for Online Gambling Countries:

Online Gambling Country	**Permitted Activity**
Bulgaria	Sports betting / Horse race betting / Poker / Casino / Bingo / Lottery
Denmark	Sports betting / Poker / Casino
Great Britain	Sports betting / Horse race betting / Exchanges / Poker / Casino / Bingo
Italy	Sports betting / Horse race betting / Exchanges / Poker / Casino / Bingo
Spain	Sports betting / Horse race betting / Poker / Casino / Bingo
Australia:	

Australian Capital Territory	Sports betting / Horse race betting / Exchanges / Bingo
New South Wales	Sports betting / Horse race betting / Bingo
Northern Territory	Sports betting / Horse race betting / Exchanges / Bingo
Queensland	Sports betting / Horse race betting / Bingo
South Australia	Sports betting / Horse race betting / Bingo
Tasmania	Sports betting / Horse race betting / Exchanges / Bingo
Victoria	Sports betting / Horse race betting / Exchanges / Bingo
Western Australia	Sports betting / Horse race betting / Bingo
Austria	Sports betting / Horse race betting
Belgium	Sports betting / Horse race betting / Poker / Casino / Bingo
Croatia	Sports betting / Horse race betting / Exchanges / Poker / Casino / Bingo
Czech Republic	Sports betting / Horse race betting / Poker
Estonia	Sports betting / Horse race betting / Poker / Casino / Bingo
France	Sports betting / Horse race betting / Poker
Latvia	Sports betting / Horse race betting / Poker / Casino / Bingo
Poland	Sports betting / Horse race betting

Additional Provisions

20. The End User may only access Experian Data if they hold a current registration with the Information Commissioners Office for data processing activities they undertake.

ATTACHMENT 6 - Equifax Locate Data

In the event that we supply you with Locate Data you acknowledge and are deemed to have accepted the following terms and conditions of Equifax, and which Equifax shall be entitled to enforce as third party under this Contract. Any definition not provided in this Attachment 6 shall have the same meaning as set out elsewhere in the Agreement:

1. Definitions

"**Applicable Regulations**" means, as applicable, the Consumer Credit Act 1974 & 2006, the Data Protection Act 2018, the Representation of the People (England and Wales) Regulations 2001, rules made by the Steering Committee on Reciprocity, the Guide to Credit Scoring, and any other applicable law, regulation or code;

"**Customer**" or "**You**" means the legal entity who has signed the Contract incorporating this Attachment to receive the supply of the Services and Data for their own business purposes, and "your" will be construed accordingly;

"**Data**" – means the Locate data we provide to you under the Contract and this Attachment.

"**Group Company**" – means any subsidiary or holding company, or subsidiary of a holding company (as those terms are defined in the Companies Act 2006);

"**Services**" means the provision of Data under the Contract and this Attachment

2. Positive Locate

2.1 You may only use the Services and/or the Data:

2.1.1 in accordance with the Positive Locate Rules published by Equifax from time to time on its website, currently at https://www.uk.equifax.com/ee5/locate_rules.jsp, from time to time, to assist the Customer in the location of an individual, in order to provide that individual with information, benefits, assets, monies due, or hold some other communication deemed to be beneficial to that individual; and

2.1.2 in compliance with the Applicable Regulations.

2.2 Equifax will place a "soft footprint" search on the electronic file of the subject that is visible to Equifax and the data subject only and kept for 12 months where online single-search queries are performed.

Locate (Debt)

2.3 You may only use the Services and/or the Data:

2.3.1 in accordance with the Locate Rules published by Equifax from time to time on its website, currently at https://www.uk.equifax.com/ee5/locate_rules.jsp from time to time, to assist the Customer in the tracing of debtors.

2.3.2 in compliance with the Debt Collection Guidance published by the Financial Conduct Authority (or any other subsequently responsible body) from time to time and any updated version thereof, which may be currently found at https://www.fca.org.uk/publication/finalised-guidance/consumer-credit-being-regulated-guide.pdf; and,

2.3.3 in accordance with the Applicable Regulations.

2.4 Equifax will place a search footprint on the electronic file of the subject for 24 months that is visible to Equifax and the subject, and may also be shared with third parties for the purposes of credit assessment, tracing and the prevention of fraud and money laundering.

3. Limitations of Liability

3.1 Equifax's entire liability in respect of any single cause of action arising out of or in connection with your use of the Data (whether for breach of contract, in negligence or any other tort, under statute or otherwise at all) will be limited, to the extent that the cause of action relates to the Data, at their option, to: (i) supplying the relevant Data again; or (ii) repaying to you the amount you paid in respect of the relevant Data.

3.2 Equifax's total liability in any period of 12 months in relation to your use of the Services and/or the Data will be limited to the total amount paid to Equifax by LN in respect of your use of Services in the 12 month period immediately preceding the date on which the cause of action arose.

3.3 Equifax will not be liable to you for any indirect or consequential loss or damage, or any loss of opportunity, business, profit, reputation or goodwill arising out of your use of the Services and/or the Data.

3.4 Nothing in this clause will limit or exclude Equifax's liability for fraud or for death or personal injury arising from their negligence.

3.5 Equifax exclude any liability for the non-availability of this Site or any illegal action of a third party such as hacking or the introduction of any virus or contaminant or denial of service attack arising from circumstances beyond our reasonable control.

ATTACHMENT 7 – Royal Mail PAF® End User Terms

Royal Mail has stipulated that the following terms and conditions of this Licence Agreement shall apply to a client of LexisNexis who is licensed to receive the Royal Mail PAF® Data. These terms and conditions have been imposed by Royal Mail and LexisNexis has no authority or ability to agree to any amendments.

Definitions:

Bureau Customer means a customer for a Bureau Service.

Bureau Services means a service comprising the Data Cleansing of a Customer Database and the supply of the resulting Cleansed Customer Database back to the relevant customer.

Data Cleansing means the processing of existing data records using PAF® Data:

(a) including validating, reformatting, correcting or appending additional data to those records; and

(b) including the use of PAF® Data within address capture applications; but

(c) not including Data Extraction (whether carried out by an address capture application or otherwise).

Data Extraction means the extraction of PAF® Data or any part of it for the generation of new address records in a new or existing database.

End User means a single legal entity who you or a Licensee may permit to use PAF® Data through its Users in accordance with this Licence.

Extracted Data means data generated as a result of Data Extraction.

PAF® Data means Royal Mail's database known as PAF®, and including the database known as the "Alias File".

Solution means a product or service or other solution which benefits from or includes PAF® Data (including the provision of PAF® Data itself), in whatever form, however produced or distributed and whether or not including other functionality, services, software or data.

Substantially All Database means a database which on its own or as part of another database comprises all or substantially all the addresses in the United Kingdom or any of England, Wales, Scotland or Northern Ireland.

1. End Users' permitted use of Solutions

End Users may freely use PAF® Data in Solutions in accordance with these End User Terms.

2. Conditions of use

(a) End Users must not make copies of PAF® Data except as permitted by these End User Terms or reasonably necessary for back-up, security, business continuity and system testing purposes.

(b) End Users may use PAF® Data for Data Extraction but Extracted Data:

(i) may only be accessed by Users, and

(ii) must not be supplied or any access to it provided to any third party.

(c) End Users may provide Cleansed data to third parties provided that:

(i) where that supply is a Bureau Service, the End User and the Bureau Customers comply with the following restrictions:

a. End Users performing Bureau Services further to this Attachment are subject to the terms and restrictions set out below and must ensure that they are observed by Bureau Customer

b. End Users must not supply or provide access to a Cleansed Customer Database to any person other than the relevant Bureau Customer.

c. End Users may only supply or provide access to Cleansed Customer Databases to Bureau Customers subject to the restriction on use of Cleansed data set out in paragraph 2(c)(ii) of the End User Terms.

d. The End User and a Bureau Customer may use the following statement on its publicity and marketing material: "[Name] processes databases against Royal Mail's PAF® databases" provided that such use is reasonable, and

(ii) if such databases are Substantially All Databases:

a. such databases are not represented or held out as a master, original or comprehensive address database or other similar description,

b. the access is provided in the course of the End User's normal data supply or routine business activities and is not carried on as a business in its own right, and

c. the provision includes a prominent notice that the relevant Cleansed data has been cleansed against PAF® Data.

(d) End Users must not permit access to, display or communicate to the public any Solutions, except for the purposes of capturing or confirming address details of third parties.

(e) Except as set out in these End User Terms, End Users must not:

(i) transfer, assign, sell or licence Solutions or their use to any other person;use Solutions to create a product or service distributed or sold to any third party which relies on any use of PAF® Data, including copying, looking up or enquiring, publishing, searching, analysing, modifying and reformatting, or

(ii) copy, reproduce, extract, reutilise or publish Solutions or any of them.

3. Subcontracting

End Users may provide PAF® Data to their subcontractors who may use it to the extent necessary for:

(a) the provision of information technology services to the End User, or

(b) acting on behalf of the End User

in each case for the End User's own business purposes and not those of the sub-contractor and provided that each such sub- contractor agrees to observe the restrictions on use of PAF® Data contained in these End User Terms and that the End User is responsible for any breaches of those terms by such sub-contractor.

4. Personal rights

End User rights are personal, limited and non-transferable.

5. Royal Mail's IPR notice

The End User acknowledges that Royal Mail is the owner of the intellectual property rights in PAF® Data and the PAF® brand and it does not acquire and is not granted any rights to use those intellectual property rights other than as set out in these End User Terms.

6. Cessation of use of PAF® Data

End Users must cease use of PAF® Data if their right to use PAF® Data is terminated and also destroy any copies of PAF® Data they hold.

7. PAF® use by Users

End Users must ensure that:

(a) these End User Terms bind their Users,

(b) only their Users exercise the use rights of Solutions and PAF® Data granted to End Users further to these End User Terms, and

(c) in the event of termination or expiry of End Users' rights to use Solutions and PAF® Data, the rights of Users to use them also terminate.

ATTACHMENT 8 – ROYAL MAIL NCOA SUPPRESS END USER LICENCE
(Not applicable to Resellers)

Royal Mail has stipulated that the following terms and conditions shall apply to a client of LexisNexis who is licensed to receive the NCOA Suppression Data. Under no circumstances will Royal Mail authorise the supply of Suppression Data to an End User prior to LexisNexis having obtained the End User’s acceptance of the terms of this End User Licence. These terms and conditions have been imposed and LexisNexis has no authority or ability to agree to any amendments.

RECITALS:

(A) Royal Mail provides the Redirection Service to Redirection Customers who wish to have mail addressed to them forwarded to a new address. To apply for this service, Redirection Customers complete the Redirection Form, including their Suppression Data. Alternatively, similar details will be provided to Royal Mail when a Redirection Customer orders the service over the telephone or online. Royal Mail then inputs Suppression Data onto a computerised database.

(B) Royal Mail licenses the Product Reseller to use the NCOA® Suppress Database to create, modify and/or enhance its Product in order that Product Resellers may develop and sell the Product to End Users.

(C) The End User has requested access to the Product from the Product Reseller in order to update its customers’ records contained in the Customer Database. The use of the Suppression Data is conditional upon the End User accepting the terms of this EULA (End User Licence Agreement) with Royal Mail.

(D) Suppression Data is derived from information gathered from customers of Royal Mail's Redirection Service. NCOA® Suppress Database to include information derived from Redirection Customers after the date of move but before the expiry of the redirection.

AGREEMENT:

1 Definitions and Interpretation

1.1 In this EULA, where the context allows, the following words and expressions have the following meanings:

Batch Processing the use of the Product to carry out automated electronic processing of a batch of Customer Records in a Customer Database against Suppression Data in the NCOA® Suppress Database for the purpose of identifying Matches;

Confidential Information any information of a confidential or proprietary nature (irrespective of the form, presentation or communication including computer software and data, physical objects and samples and, in the case of Royal Mail, the Suppression Data, whether before or after it is incorporated into a Customer Database) relating to the business, operations, customers, processes, budgets, product information, know-how and/or strategies of either Party;

Customer Database an electronic compilation of Customer Records;

Customer Record the name and address of a current or lapsed customer or prospective customer of the End User which have been lawfully and fairly obtained by the End User solely for the purposes of marketing, commercial communications or customer administration and where the End User is a Public Body, such references to customer shall be deemed to mean any individual over whom such Public Body has or exercises competence under its statutory powers or duties;

Data Protection Legislation the Data Protection Act 1998, Directive 95/46/EC of the European Parliament, the General Data Protection Regulation (GDPR) (EU) 2016/679, the Electronic Communications Data Protection Directive 2002/58/EC and the Privacy and Electronic Communications (EC

Directive) Regulations 2003 and any legislation and/or regulations implementing them or made in pursuance of them including where applicable the guidance and codes of practice issued by the Information Commissioner;

Decryption Process the codes, methodology and/or medium to be deployed to decrypt, use or activate the Product;

EEA the European Economic Area comprising, for the time being, the EU member states, Norway, Iceland and Liechtenstein and the United Kingdom;

End User the individual, company or other legal entity which is the owner or licensor of the Customer Database;

EULA this end user licence agreement between the Parties;

Individual Look Up the use of the Product to carry out electronic processing of an individual Customer Record against Suppression Data in the NCOA® Suppress Database for the purpose of identifying a Match;

Intellectual Property Rights all intellectual property rights including copyright and related rights, database rights, trade marks and trade names, patents, topography rights, design rights, trade secrets, know-how, and all rights of a similar nature or having similar effect which subsist anywhere in the world, whether or not any of them are registered and applications for registrations, extensions and renewals of any of them;

Law

(i) any applicable statute or proclamation or any delegated or subordinate legislation;
(ii) any enforceable Community right within the meaning of section 2(1) of the European Communities Act 1972;
(iii) any applicable guidance, direction, determination or regulations with which either Party is bound to comply to the extent that the same are publicly available or the existence or contents of them have been notified to the other Party;
(iv) any applicable judgment of a relevant court of law which is binding precedent in England,

in each case in force at any time during the term of this EULA;

Match each instance where through Processing, a name and address contained in the Customer Database is matched to a name and address in the NCOA® Suppress Database;

NCOA® Suppress Database a database containing Suppression Data selected, arranged and compiled by Royal Mail and stored on electronic media and including any updates to it; **Old Address** the address specified by a Redirection Customer as that from which mail should be redirected, as subsequently amended by Royal Mail, if necessary, to ensure that the address information is correct for Royal Mail's postal purposes;

Party the End User or Royal Mail, as applicable (together, the Parties);

Permitted Purpose carrying out Processing and in relation to any Match either:

(i) deleting the name and address records which appear in the Customer Records of the relevant existing customer or prospective customer to whom the Match relates, for the purposes of a one-off mailing campaign by the End User; or
(ii) providing a permanent flag against the address of the relevant existing customer or prospective customer to whom the Match relates;
(iii) for the avoidance of any doubt, the Permitted Purpose shall not, in accordance with Data Protection Legislation, include sending any direct marketing to individuals.

Processing Batch Processing and/or Individual Look Ups, as per the agreement between the End User and the Product Reseller;

Product Reseller the individual, company or other legal entity which is licensed by Royal Mail Group Limited to use the Suppression Data in the Product and which directly or indirectly is providing access to the Product to the End User; **Public Body** any department, office or agency of Her Majesty's Government or any local government authority or agency or any other public authority;

Redirection Customer a customer of the Redirection Service whose post is, at the relevant time, being redirected by Royal Mail from the relevant Old Address to the relevant new address pursuant to such service;

Redirection Form the application form for individuals who wish to use the Redirection Service;

Royal Mail Royal Mail Group Limited, a company registered in England & Wales under registered number 04138203 whose registered office is at 100 Victoria Embankment, London, EC4Y 0HQ.

Redirection Service Royal Mail's service for the redirection of mail provided to members of the public who have requested such service whereby mail which has been addressed to their Old Address is redirected to and delivered at their New Address;

Reseller Agreement Royal Mail's agreement with the Product Reseller under the terms of which Royal Mail licenses the Product Reseller to use the NCOA® Suppress Database to create, modify and/or enhance its Product;

Royal Mail Royal Mail Group Limited, a company registered in England & Wales under registered number 04138203 whose registered office is at 100 Victoria Embankment, London, EC4Y 0HQ;

Suppression Data address data held by Royal Mail on the NCOA® Suppress Database and updated on a periodic basis which is derived from the Old Address information provided by Redirection Customers on the Redirection Form.

1.2 In this EULA unless the context otherwise requires:

1.2.1 references to one gender include references to all genders and references to the singular include the plural and vice versa;

1.2.2 clause headings are for convenience only and will not affect the construction of this EULA;

1.2.3 any reference to an enactment or statutory provision is a reference to it as it may have been or may from time to time be amended, replaced or re-enacted;

1.2.4 references to persons shall include references to individuals, bodies corporate (wherever incorporated), unincorporated associations and partnerships;

1.2.5 any phrase introduced by the expressions including, include or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

1.2.6 references in this EULA to the NCOA® Suppress Database shall be deemed to include Suppression Data or any part of it, as the context so requires.

2 Licence

2.1 In consideration of the End User complying with the terms of this EULA, Royal Mail grants to the End User a non-exclusive, non-transferable, revocable right in the EEA to access and use the Suppression Data accessed as part of its use of the Product for the Permitted Purpose only. The End User shall in no circumstances use the Suppression Data for the purpose of detecting fraud or money laundering.

2.2 The End User warrants and undertakes that any Customer Database (in respect of which Processing is being performed) is owned orlicensed by the End User for the End User's own use and comprises only Customer Records used for the purposes of marketing, commercial communications and routine administration. In each case, the address in each Customer

Record will be complete to the best of the End User's knowledge prior to Processing.

2.3 Except as expressly permitted in this EULA, the End User must not at any time reproduce, publish, sell, let, lend, extract, utilise, process or otherwise disclose the Suppression Data or the Customer Database after Processing (in whole or in part), either directly or indirectly, and the End User must treat Suppression Data as Confidential Information.

2.4 The End User may only use the Suppression Data for the Permitted Purpose. For the avoidance of doubt, the End User must:

2.4.1 ensure that Suppression Data supplied by way of a Match is immediately integrated into the Customer Records; and

2.4.2 not try to access, extract, utilise or process Suppression Data except through Processing and not carry out any Individual Look Ups or any other means of looking up Suppression Data concerning a specific individual where this is not expressly permitted by Royal Mail for the Product Reseller.

2.5 The End User must pay the Product Reseller for all Matches it obtains through its use of the Product.

2.6 The End User agrees to indemnify and keep indemnified Royal Mail against all losses, costs, claims and damages suffered or incurred by Royal Mail directly or indirectly as a result of a breach of any provision of this EULA by the End User.

2.7 The End User must not modify the Product at any time and must not pass the Product or copies thereof nor the Decryption Process to any third party.

2.8 At any time during the term of this EULA, on the provision of two (2) Working Days' notice from Royal Mail, the End User shall give Royal Mail and its agents reasonable accompanied access during working hours to its premises, computer systems, accounts, documents and records for the purpose of verifying and monitoring the End User's compliance with this EULA.

2.9 The End User shall ensure the centralised allocation and storage of all material relevant to the Decryption Process. The End User shall, in addition, ensure that all details and data concerning the Decryption Process are treated as Confidential Information and shall provide details of the Decryption Process to its own employees or subcontractors only on a strictly 'need to know' basis for the purpose of performing its obligations under this EULA.

2.10 In the case that the End User is a Public Body, the End User acknowledges that the Product Reseller shall not be entitled to allow the Product to provide Individual Look Ups.

3 Liability of Royal Mail

3.1 The End User acknowledges that Royal Mail does not warrant:

3.1.1 the accuracy and/or completeness of the Suppression Data;

3.1.2 that the NCOA® Suppress Database contains the names and addresses of all Redirection Customers; nor that the NCOA® Suppress Database does not infringe the Intellectual Property Rights of any third party.

3.2 The End User agrees that Royal Mail will not be liable for any loss or damage (whether direct or indirect) however arising from the use by the End User, or performance of, Suppression Data, with the exception of death or personal injury caused by Royal Mail's negligence.

3.3 The End User acknowledges that Royal Mail will not be liable to the End User in respect of its use of the Product.

3.4 The End User acknowledges that Royal Mail will not be obliged in any circumstances to provide Suppression Data or related services directly to the End User.

4 Property Rights in Suppression Data

4.1 The Intellectual Property Rights in Suppression Data supplied to the End User as part its use of the Product shall remain at all times the property of Royal Mail.

4.2 The licence to use the Suppression Data is personal to the End User. The End User may not license or assign the Intellectual Property Rights in the Suppression Data except as expressly permitted under this EULA or as otherwise agreed in writing by Royal Mail. For the avoidance of doubt, this EULA does not operate as an assignment by Royal Mail to the End User of any Intellectual Property Rights that might subsist in or relate to the Suppression Data.

4.3 The End User acknowledges that it will not acquire any rights of any nature in or in relation to the Suppression Data as a result of the End User's use beyond those rights specifically granted in this EULA. If the End User challenges the validity of the Intellectual Property Rights in or relating to the Suppression Data or Royal Mail's title to those Intellectual Property Rights Royal Mail may suspend or terminate this EULA with immediate effect by giving notice to the End User.

4.4 The End User will not do or permit the doing of anything within its control which will prejudice in any way whatsoever the name of Royal Mail or the rights of Royal Mail in the Suppression Data and will give immediate notice to Royal Mail upon the End User becoming aware of anything which may prejudice the name of Royal Mail or the rights of Royal Mail in the Suppression Data.

4.5 The End User undertakes to Royal Mail that it will give immediate notice to Royal Mail upon its becoming aware of any unauthorised use of the Suppression Data or any other of the Intellectual Property Rights of Royal Mail.

4.6 Royal Mail may bring any action for any such unauthorised use on behalf of itself and at its cost and the End User shall co-operate fully in any such action. The End User is not granted any separate right of action relating to Royal Mail's Intellectual Property Rights in respect of any such unauthorised use and disclaims any such separateright that it may have as far as such a disclaimer is permitted by Law.

4.7 Upon termination of this EULA, the licence in Clause 2 shall continue in respect of Suppression Data that has been supplied to the End User through its use of the Product and incorporated into the Customer Database as at the date of termination provided that the End User continues to use such Suppression Data for the Permitted Purpose and in accordance with the limits on use of Suppression Data contained in this EULA which shall continue to operate in respect of such Suppression Data after the termination of this EULA.

4.8 The provisions of this Clause will continue to operate after the termination of this EULA.

5 Data Protection

5.1 For the purposes of this clause 5 data "controller", data "processor", "data subject", "personal data" and "processing" (and "process" and "processes" shall be construed accordingly) shall have the meanings ascribed to them in the Data Protection Legislation.

5.2 The Parties' attention is drawn to the Data Protection Legislation The Parties' acknowledge and agree that it is the factual arrangement between them which dictates the role and status of each party under Data Protection Legislation in respect of processing any personal data under this EULA. Notwithstanding the foregoing, the parties anticipate that they shall, subject to the terms of this EULA, each separately determine the purposes for which and the manner in which any personal data is required to process in connection with this EULA, and therefore, for the purposes of the this EULA are each a data controller in respect of such personal data.

5.3 The End User acknowledges that the terms of this EULA are structured in order to comply with the Data Protection Legislation. The End User undertakes that it will use the Suppression Data only in accordance with the Permitted Purpose and will not do or omit to do any act which would place it or Royal Mail in breach of the Data Protection Legislation.

5.4 Each Party undertakes to the other that it will duly observe all its obligations under the Data Protection Legislation which arise in connection with the performance of this EULA.

5.5 The End User agrees to comply with the Data Protection Legislation as it applies to its use of Suppression Data (including compliance with any data protection notices and opt out and/or opt in wording on the Redirections Form as amended from time to time by Royal Mail)

5.6 The End User must not disclose, pass or sell all or part of the Suppression Data outside the EEA without the prior written consent of Royal Mail.

6 Assignment

The End User must not assign, sub-contract or otherwise deal with this EULA, or any part of it.

7 Termination

7.1 If the Reseller Agreement expires or is terminated for any reason, this EULA will automatically be terminated.

7.2 Royal Mail may terminate this EULA at any time if the End User fails to comply with any of its terms.

7.3 Royal Mail may terminate this EULA immediately if the End User brings Royal Mail into disrepute.

7.4 Royal Mail may terminate this EULA immediately if (i) the End User becomes unable to pay its debts (within the meaning of section 123(1)(e) or (2) of the Insolvency Act 1986), admits its inability to pay its debts or becomes insolvent; or (ii) a petition is presented, an order made or a resolution passed for the liquidation (otherwise than for the purposes of a solvent amalgamation or reconstruction), administration, bankruptcy or dissolution of the End User; or (iii) an administrative or other receiver, manager, trustee, liquidator, administrator or similar person or officer is appointed to the End User and/or over all or any part of the assets of the End User; or (iv) the End User enters into or purposes any composition or arrangement concerning its debts with its creditors (or any class of its creditors) generally; or (v) anything equivalent to any of the events or circumstances stated in (i) to (iv) inclusive occurs in any applicable jurisdiction.

7.5 The termination of this EULA will not affect liability for preceding breaches.

8 Confidentiality

8.1 The End User agrees that it shall, in relation to any Confidential Information:

8.1.1 keep it confidential and not disclose it to any other person other than to its professional advisers, employees, agents and sub-contractors on a need to know basis;

8.1.2 not copy or reproduce any part of the Confidential Information except as permitted under this EULA without the prior written approval of the other Party;

8.1.3 apply to the Confidential Information no lesser security measures and degree of care than those which it takes in protecting its own confidential information and in any event no less than that which a reasonable person or business would take in protecting its own confidential information; and

8.1.4 use the Confidential Information only for the purposes of this EULA.

8.2 The End User shall take all reasonable measures to ensure that its professional advisers, employees, agents and sub-contractors comply with the terms of this Clause 8.

8.3 The obligations contained in this Clause 8 shall not apply to any Confidential Information which:

8.3.1 was, is or has become lawfully available to the public otherwise than through breach of this EULA;

8.3.2 was disclosed to either Party by a third party legally in possession of the Confidential Information and who was not restricted from disclosing it; and

8.3.3 was independently created by or already in the possession of either Party.

8.4 The Parties agree that Clause 8.3.1 shall not apply to any Suppression Data.

8.5 Either Party who is required by a court of law or other competent jurisdiction or any other regulatory authority to disclose any Confidential Information in order to comply with any such law or order of any such Court or regulatory authority may do so, but that Party must, where reasonably practicable, give the other Party not less than seven (7) days' notice of such disclosure.

9 General

9.1 This EULA records the entire agreement between the Parties and supersedes all earlier agreements and representations by the Parties on the subject matter of the EULA. This Clause does not exclude liability for any fraudulent misrepresentation by either Party.

9.2 The rights, powers and remedies provided in this EULA are (except as expressly provided) cumulative and not exclusive of any rights, powers and remedies provided by Law, or otherwise.

9.3 Nothing in this EULA shall (except as expressly provided) be deemed to constitute a partnership, or create a relationship of principal and agent for any purpose between the Parties.

9.4 The failure to exercise, or delay in exercising, a right, power or remedy provided by this EULA or by Law shall not constitute a waiver of that right, power or remedy. If a Party waives a breach of any provision of this EULA this shall not operate as a waiver of a subsequent breach of that provision, or as a waiver of a breach of any other provision.

9.5 This EULA is subject to English Law. The Parties agree to submit to the exclusive jurisdiction of the English courts.

9.6 In the event that the Product Reseller and the End User enter into a separate licence relating to the access and use of the Product, the terms of this EULA may not be varied or superseded by, and will prevail over, any such licence.

Attachment 8B - ROYAL MAIL NCOA SUPPRESS MINIMUM TERMS
(Applicable to Resellers and their End Users Only)

Royal Mail has stipulated that the following terms and conditions shall apply to a client of LexisNexis (Product Reseller) who is licensed to receive the NCOA Suppression Data. Under no circumstances will Royal Mail authorise the supply of Suppression Data to a Licensee (Customer) prior to the Product Reseller having obtained the Licensee's acceptance of these minimum terms to be incorporated into the Licensee Contract (this Supplier Agreement). These terms and conditions have been imposed and LexisNexis has no authority or ability to agree to any amendments. Any conflict shall be resolved in favour of the Minimum Terms.

The Licensee acknowledges and agrees that the Product contains the Suppression Data, which is licensed to the Product Reseller by Royal Mail Group Limited. The use by the Licensee of the Suppression Data is subject to the following terms (Minimum Terms)

1 Definitions

Batch Processing the use of the Product to carry out automated electronic processing of a batch of Customer Records in a Customer Database against Suppression Data in the NCOA® Suppress Database for the purpose of identifying Matches;

Confidential Information any information of a confidential or proprietary nature (irrespective of the form, presentation or communication including computer software and data, physical objects and samples and, in the case of Royal Mail, the Suppression Data, whether before or after it is incorporated into a Customer Database) relating to the business, operations, customers, processes, budgets, product information, know-how and/or strategies of either party;

Customer Database an electronic compilation of Customer Records;

Customer Record the name and address of a current or lapsed customer or prospective customer of the End User which have been lawfully and fairly obtained by the End User solely for the purposes of marketing, commercial communications or customer administration; **Data Protection Legislation** the Data Protection Act 1998 , Directive 95/46/EC of the European Parliament, the General Data Protection Regulation (GDPR) (EU) 2016/679, the Electronic Communications Data Protection Directive 2002/58/EC and the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any legislation and/or regulations implementing them or made in pursuance of them including where applicable the guidance and codes of practice issued by the Information Commissioner;

Decryption Process the codes, methodology and/or medium to be deployed to decrypt, use or activate the Product;

EEA the European Economic Area comprising, for the time being, the EU member states, Norway, Iceland and Liechtenstein and the United Kingdom;

End User the individual, company or other legal entity which is the owner or licensor of the Customer Database;

Individual Look Up the use of the Product to carry out electronic processing of an individual Customer Record against Suppression Data in the NCOA® Suppress Database for the purpose of identifying a Match;

Intellectual Property Rights all intellectual property rights including copyright and related rights, database rights, trade marks and trade names, patents, topography rights, design rights, trade secrets, know-how, and all rights of a similar nature or having similar effect which subsist anywhere in the world, whether or not any of them are registered and applications for registrations, extensions and renewals of any of them;

Licensee the individual, company or other legal entity hereby entering into a Licensee Contract with the Product Reseller;

Licensee Contract the Reseller agreement between the Product Reseller and the Licensee which incorporates these Minimum Terms;

Match each instance where through Processing, a name and address contained in the Customer Database is matched to the name and address contained in the NCOA® Suppress Database; **NCOA® Suppress Database** a database containing Suppression Data selected, arranged and compiled by Royal Mail and stored on electronic media and including any updates to it; **Old Address** the address specified by a Redirection Customer as that from which mail should be redirected, as subsequently amended by Royal Mail, if necessary, to ensure that the address information is correct for Royal Mail's postal purposes;

Permitted Purpose carrying out Processing and in relation to any Match either: (i) deleting the name and address records which appear in the Customer Records of the relevant existing customer or prospective customer to whom the Match relates, for the purposes of a one-off mailing campaign by the End User; or (ii) providing a permanent flag against the address of the relevant existing customer or prospective customer to whom the Match relates (ii) for the avoidance of any doubt, the Permitted Purpose shall not, in accordance with Data Protection Legislation, include sending any direct marketing to individuals;

Processing Batch Processing and/or Individual Look Ups, as per the Reseller agreement between the Licensee and the Product Reseller in the Licensee Contract;

Product the product, service or solution which is modified or enhanced by, incorporated with, created using, derived from or involves the supply or the making available of the Suppression Data; **Product Reseller** the individual, company or other legal entity which is licensed by Royal Mail Group Limited to use the Suppression Data in the Product and which directly or indirectly is providing access to the Product to the Licensee; **Public Body** any department, office or agency of Her Majesty's Government or any local government authority or agency or any other public authority;

Redirection Customer a customer of the Redirection Service whose post is, at the relevant time, being redirected by Royal Mail from the relevant Old Address to the relevant new address pursuant to such service;

Redirection Form the application form for individuals who wish to use the Redirection Service;

Redirection Service Royal Mail's service for the redirection of mail provided to members of the public who have requested such service whereby mail which has been addressed to their Old Address is redirected to and delivered at their new address.

Reseller Agreement Royal Mail's agreement with the Product Reseller under the terms of which Royal Mail licenses the Product Reseller to use the NCOA® Suppress Database to create, modify, provide and/or enhance the Product; **Royal Mail** Royal Mail Group Limited, a company registered in England & Wales under registered number 04138203 whose registered office is at 100 Victoria Embankment, London, EC4Y 0HQ; **Suppression Data** address data held by Royal Mail on the NCOA® Suppress Database and updated on a periodic basis which is derived from the Old Address information provided by Redirection Customers on the Redirection Form.

2 Licence

2.1 In consideration of the Licensee complying with these Minimum Terms, the Product Reseller grants to the Licensee a non-exclusive, non- transferable, revocable sub-licence in the EEA to access and use the Suppression Data accessed as part of its use of the Product for the Permitted Purpose only. The Licensee shall in no circumstances use or allow the use of the Suppression Data for the purpose of detecting fraud or money laundering.

2.2 Subject to Clause 2.3, the Licensee shall be entitled to grant sub-licences in respect of the licence at Clause 2.1 provided that the Licensee ensures that its sub-licensees and the End User are bound by these Minimum Terms or terms equivalent to and no less onerous than these Minimum Terms.

2.3 The Licensee shall not allow Public Bodies, debt collection agencies or credit referencing agencies to use the Suppression Data.

2.4 The Licensee warrants and undertakes to ensure that any Customer Database (in respect of which Processing is being performed using the Product) is owned or licensed by the End User for the End User's own use and comprises only Customer Records used for the purposes of marketing, commercial communications and routine administration. In each case, the address in each Customer Record will be complete to the best of the End User's knowledge prior to Processing.

2.5 The Licensee must:

2.5.1 ensure that Suppression Data supplied by way of a Match is immediately integrated into the Customer Records; and

2.5.2 not try to access, extract, utilise or process Suppression Data except through Processing and not carry out any Individual Look Ups or any other means of looking up Suppression Data concerning a specific individual where this is not expressly permitted by Royal Mail for the Product Reseller which directly or indirectly grants or has granted the licence contained in this Licensee Contract.

2.6 The Licensee must pay the Product Reseller for all Matches it obtains through its use of the Product for or as part of services provided in respect of the Customer Database directly or indirectly for the benefit of the End User.

2.7 On entering into a Licensee Contract, the Licensee shall provide details to the Product Reseller of each individual, company or other legal entity (including the End User) to which it will provide, directly or indirectly, the updated Customer Database following the Licensee's use of or access to the Product. The Licensee acknowledges and agrees that the identity of these parties shall be shared with Royal Mail and warrants that it has obtained all necessary consents or has otherwise established a lawful basis for doing so under the Data Protection Legislation.

2.8 The Licensee must not modify the Product at any time and must not pass the Product or copies thereof nor the Decryption Process to its sub- licensees or customers.

2.9 The Licensee agrees to indemnify and keep indemnified Royal Mail against all losses, costs, claims and damages suffered or incurred by Royal Mail directly or indirectly as a result of a breach of any provision of these Minimum Terms by the Licensee.

2.10 At any time during the term of the Licensee

Contract, on the provision of two Working Days' notice from the Product Reseller, the Licensee shall give Royal Mail and its agents reasonable accompanied access during working hours to its premises, computer systems, accounts, documents and records for the purpose of verifying and monitoring the Licensee's compliance with these Minimum Terms.

2.11 The Licensee shall ensure the centralised allocation and storage of all material relevant to the Decryption Process. The Licensee shall, in addition, ensure that all details and data concerning the Decryption Process are treated as Confidential Information and shall provide details of the Decryption Process to its own employees or subcontractors only on a strictly 'need to know' basis for the purpose of performing its obligations under these Minimum Terms.

3 Liability of Royal Mail

3.1 The Licensee acknowledges that Royal Mail does not warrant:

3.1.1 the accuracy and/or completeness of the Suppression Data;

3.1.2 that the NCOA® Suppress Database contains the names and addresses of all Redirection Customers; nor

3.1.3 that the NCOA® Suppress Database does not infringe the Intellectual Property Rights of any third party.

3.2 The Licensee agrees that Royal Mail will not be liable for any loss or damage (whether direct or indirect) however arising from the use by the Licensee of Suppression Data, with the exception of death or personal injury caused by Royal Mail's negligence.

3.3 The Licensee acknowledges that Royal Mail will not be liable to the Licensee in respect of its use of the Product.

3.4 The Licensee acknowledges that Royal Mail will not be obliged in any circumstances to provide Suppression Data or related services directly to the Licensee.

4 Property Rights in Suppression Data

4.1 The Intellectual Property Rights in Suppression Data supplied to the Licensee as part its use of the Product shall remain at all times the property of Royal Mail.

4.2 The Licensee will not do or permit the doing of anything within its control which will prejudice in any way whatsoever the name of Royal Mail or the rights of Royal Mail in the Suppression Data and will give immediate notice to Royal Mail upon the Licensee becoming aware of anything which may prejudice the name of Royal Mail or the rights of Royal Mail in the Suppression Data.

4.3 The Licensee undertakes to Royal Mail that it will give immediate notice to Royal Mail upon its becoming aware of any unauthorised use of the Suppression Data or any other of the Intellectual Property Rights of Royal Mail.

4.4 Royal Mail may bring any action for any such unauthorised use on behalf of itself and at its cost and the Licensee shall co-operate fully in any such action. The Licensee is not granted any separate right of action relating to Royal Mail's Intellectual Property Rights in respect of any such unauthorised use and disclaims any such separate right that it may have insofar as such a disclaimer is permitted by Law.

4.5 Upon termination of the Licensee Contract, the licence in Clause 2 shall continue in respect of Suppression Data that has been supplied to the Licensee through its use of the Product and incorporated into the Customer Database as at the date of termination provided that the Licensee continues to use, and ensure that its sub-licensees use, such Suppression Data only for the Permitted Purpose and in accordance with the limits on use of Suppression Data contained in these Minimum Terms which shall continue to operate in respect of such Suppression Data after the termination of the Licensee Contract.

5 Data Protection

5.1 For the purposes of this clause 5 "data controller", "data processor", "personal data" and "processing" (and "process" and "processes" shall be construed accordingly) shall have the meanings ascribed to them in the Data Protection Legislation.

5.2 The Parties' attention is drawn to the Data Protection Legislation. The Parties' acknowledge and agree that it is the factual arrangement between them which dictates the role and status of each party under Data Protection Legislation in respect of processing any personal data under Licensee Contract. Notwithstanding the foregoing, the parties anticipate that they shall, subject to the terms of this Agreement, each separately determine the purposes for which and the manner in which any personal data is required to process in connection with the Licensee Contract, and therefore, for the purposes of the Licensee Contract, are each a data controller in respect of such personal data.

5.3 The Licensee acknowledges and agrees that Royal Mail is the data controller in respect of any personal data contained in the Suppression Data.

5.4 The Licensee acknowledges and agrees that in entering into the Licensee Contract, it processes personal data on behalf of the End User under the Data Protection Legislation. The Licensee further acknowledges and agrees that the End User is the data controller in respect of the Customer Records under the Data Protection Legislation.

5.5 The Licensee acknowledges that these Minimum Terms are structured in order to comply with the Data Protection Legislation. The Licensee undertakes that it will not do or omit to do any act which would place it or Royal Mail in breach of the Data Protection Legislation .

5.6 Each party undertakes to the other that it will duly observe all its obligations under the Data Protection Legislation which arise in connection with these Minimum Terms.

5.7 The Licensee agrees to comply with the Data Protection Legislation as they apply to its use of Suppression Data (including compliance with any data protection notices and opt out/ or opt in wording on the Redirections Form as amended from time to time by Royal Mail) and to make any notification required under the Data Protection Legislation.

6 Confidentiality

6.1 The Licensee agrees that it shall, in relation to any Confidential Information:

6.1.1 keep it confidential and not disclose it to any other person other than to its professional advisers, employees, agents and sub-contractors on a need to know basis;

6.1.2 not copy or reproduce any part of the Confidential Information except as permitted under these Minimum Terms without the prior written approval of the other party;

6.1.3 apply to the Confidential Information no lesser security measures and degree of care than those which it takes in protecting its own confidential information and in any event no less than that which a reasonable person or business would take in protecting its own confidential information; and

6.1.4 use the Confidential Information only for the purposes of these Minimum Terms.

7 General

7.1 The Product Reseller may terminate the Licensee Contract with immediate effect if the Licensee brings Royal Mail into disrepute or fails to comply with these Minimum Terms. If the Reseller Agreement expires or is terminated for any reason, the Licensee Contract will automatically be terminated.

7.2 The Licensee acknowledges and agrees that these Minimum Terms are given for the benefit of Royal Mail and that Royal Mail may enforce the benefits conferred on it under these Minimum Terms as if it were a party to the Licensee Contract, in accordance with the Contracts (Rights of Third Parties) Act 1999. The Licensee further acknowledges and agrees that Royal Mail shall bring any action for any unauthorised use of its Intellectual Property Rights in the Suppression Data on its own behalf.

7.3 Except as set out at Clause 7.2 above, a person who is not a party to the Licensee Contract may not enforce any of its provisions under the Contracts (Rights of Third Parties) Act 1999.

7.4 These Minimum Terms may not be varied by the Licensee or the Product Reseller without the prior written consent of Royal Mail.

• ATTACHMENT 9 – ROYAL MAIL NCOA UPDATE END USER LICENCE (Not Applicable to Resellers)

Royal Mail has stipulated that the following terms and conditions shall apply to a client of LexisNexis who is licensed to receive the NCOA Update Data. Under no circumstances will Royal Mail authorise the supply of Update Data to an End User prior to LexisNexis having obtained the End User's acceptance of the terms of this End User Licence. These terms and conditions have been imposed and LexisNexis has no authority or ability to agree to any amendments.

(A) Royal Mail provides the Redirection Service to Redirection Customers who wish to have mail addressed to them forwarded to a new address. To apply for this service, Redirection Customers complete the Redirection Form, including their Redirection Information. Alternatively, similar details will be provided to Royal Mail when a Redirection Customer orders the service over the telephone or online. Royal Mail then inputs Redirection Information onto a computerised database.

(B) Royal Mail licenses the Product Reseller to use the NCOA® Update Database to create, modify and/or enhance its Product in order that Product Resellers may develop and sell the Product to End Users.

(C) The End User has requested access to the Product from the Product Reseller in order to update its customers' records contained in the Customer Database. The use of the Redirection Information is conditional upon the End User accepting the terms of this EULA (End User Licence Agreement) with Royal Mail.

AGREEMENT:

1 Definitions and Interpretation

1.1 In this EULA, where the context allows, the following words and expressions have the following meanings:

Batch Processing the use of the Product to carry out automated electronic processing of a batch of Customer Records in a Customer Database against Redirection Information in the NCOA® Update Database for the purpose of identifying Matches;

Confidential Information any information of a confidential or proprietary nature (irrespective of the form, presentation or communication including computer software and data, physical objects and samples and, in the case of Royal Mail, the Redirection Information, whether before or after it is incorporated into a Customer Database) relating to the business, operations, customers, processes, budgets, product information, know-how and/or strategies of either Party;

Customer Database an electronic compilation of Customer Records;

Customer Record the name and address of a current or lapsed customer or Enquirer of the End User which have been lawfully and fairly obtained

Data Protection Legislation the Data Protection Act 1998, Directive 95/46/EC of the European Parliament, the General Data Protection Regulation (GDPR) (EU) 2016/679, the Electronic Communications Data Protection Directive 2002/58/EC and the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any legislation and/or regulations implementing them or made in pursuance of them including where applicable the guidance and codes of practice issued by the Information Commissioner;

Decryption Process the codes, methodology and/or medium to be deployed to decrypt, use or activate the Product;

EEA the European Economic Area comprising, for the time being, the EU member states, Norway, Iceland and Liechtenstein and the United Kingdom;

End User the individual, company or other legal entity which is the owner or licensor of the Customer Database;

Enquirer an individual or a company who or which has enquired with the End User about a service or product of the End User and/or has responded to an offer or invitation from the End User regarding information relating to such service or product;

EULA this end user licence agreement between the Parties;

Individual Look Up the use of the Product to carry out electronic processing of an individual Customer Record against Redirection Information in the NCOA® Update Database for the purpose of identifying a Match;

Intellectual Property Rights all intellectual property rights including copyright and related rights, database rights, trade marks and trade names, patents, topography rights, design rights, trade secrets, know-how, and all rights of a similar nature or having similar effect which subsist anywhere in the world, whether or not any of them are registered and applications for registrations, extensions and renewals of any of them;

Law

(i) any applicable statute or proclamation or any delegated or subordinate legislation;
(ii) any enforceable Community right within the meaning of section 2(1) of the European Communities Act 1972;
(iii) any applicable guidance, direction, determination or regulations with which either Party is bound to comply to the extent that the same are publicly available or the existence or contents of them have been notified to the other Party;
(iv) any applicable judgment of a relevant court of law which is binding precedent in England,

in each case in force at any time during the term of this EULA;

Match a tracking match where through Processing, a name and address contained in the Customer Database is matched to the Old Address in the Redirection Information;

NCOA® Update Database a database containing Redirection Information selected, arranged and compiled by Royal Mail using data from the Redirection Forms completed by Redirection Customers and stored on electronic media and including any updates to it;

New Address the address specified by a Redirection Customer as that to which mail should be redirected, as subsequently amended by Royal Mail, if necessary, to ensure that the address

information is correct for Royal Mail's postal purposes and in respect of which permission is granted by the Redirection Customer for Royal Mail to use such information for the purposes of updating address information;

Old Address the address specified by a Redirection Customer as that from which mail should be redirected, as subsequently amended by Royal Mail, if necessary, to ensure that the address information is correct for Royal Mail's postal purposes;

Party the End User or Royal Mail, as applicable (together, the Parties);

Permitted Purpose carrying out Processing and in relation to any Match, updating the Customer Records by either (i) replacing the Old Address of the existing customer or Enquirer which forms part of the relevant Customer Record with the relevant New Address, or (ii) appending the relevant New Address to the Old Address in the Customer Record and (iii) for the avoidance of any doubt, the Permitted Purpose shall not, in accordance with Data Protection Legislation, include sending any marketing to individuals; **Processing** Batch Processing and/or Individual Look Ups, as per the agreement between the End User and the Product Reseller;

Product the product, service or solution which is modified or enhanced by, incorporated with, created using, derived from or involves the supply or the making available of the Redirection Information;

Product Reseller the individual, company or other legal entity which is licensed by Royal Mail Group Limited to use the Redirection Information in the Product and which directly or indirectly is providing access to the Product to the End User; **Public Body** any department, office or agency of Her Majesty's Government or any local government authority or agency or any other public authority;

Redirection Customer a customer of the Redirection Service whose post is, at the relevant time, being redirected by Royal Mail from the relevant Old Address to the relevant New Address pursuant to such service;

Redirection Form the application form for individuals who wish to use the Redirection Service;

Redirection Information in relation to each Redirection Customer, their name, Old Address and New Address extracted from the relevant Redirection Form;

Redirection Service Royal Mail's service for the redirection of mail provided to members of the public who have requested such service whereby mail which has been addressed to their Old Address is redirected to and delivered at their New Address;

Reseller Agreement Royal Mail's agreement with the Product Reseller under the terms of which Royal Mail licenses the Product Reseller to use the NCOA® Update Database to create, modify and/or enhance its Product;

RIPA the Regulation of Investigatory Powers Act 2000;

Royal Mail Royal Mail Group Limited, a company registered in England & Wales under registered number 04138203 whose registered office is at 100 Victoria Embankment, London, EC4Y 0HQ.

1.2 In this EULA unless the context otherwise requires:

1.2.1 references to one gender include references to all genders and references to the singular include the plural and vice versa;

1.2.2 clause headings are for convenience only and will not affect the construction of this EULA;

1.2.3 any reference to an enactment or statutory provision is a reference to it as it may have been or may from time to time be amended, replaced or re-enacted;

1.2.4 references to persons shall include references to individuals, bodies corporate (wherever incorporated), unincorporated associations and partnerships;

1.2.5 any phrase introduced by the expressions including, include or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

1.2.6 references in this EULA to the NCOA® Update Database shall be deemed to include Redirection Information or any part of it, as the context so requires.

2 Licence

2.1 In consideration of the End User complying with the terms of this EULA, Royal Mail grants to the End User a non-exclusive, non-transferable, revocable right in the EEA to access and use the Redirection Information accessed as part of its use of the Product for the Permitted Purpose only. The End User shall in no circumstances use the Redirection Information for the purpose of detecting fraud or money laundering.

2.3 The End User warrants and undertakes that any Customer Database (in respect of which

Processing is being performed) is owned or licensed by the End User for the End User's own use and comprises only Customer Records used for the purposes of marketing, commercial communications and routine administration. In each case, the address in each Customer Record will be complete to the best of the End User's knowledge prior to Processing.

2.4 Except as expressly permitted in this EULA, the End User must not at any time reproduce, publish, sell, let, lend, extract, utilise, process or otherwise disclose the Redirection Information or the Customer Database after Processing (in whole or in part), either directly or indirectly, and the End User must treat Redirection Information as Confidential Information.

2.5 The End User shall not allow debt collection agencies or credit referencing agencies to use the Update Data.

2.6 The End User may only use the Redirection Information for the Permitted Purpose. For the avoidance of doubt, the End User must:

2.6.1 ensure that Redirection Information supplied by way of a Match is immediately integrated into the Customer Records;

2.6.2 not try to access, extract, utilise or process Redirection Information except through Processing and not carry out any Individual Look Ups or any other means of looking up Redirection Information concerning a specific individual where this is not expressly permitted by Royal Mail for the Product Reseller.

2.7 The End User must pay the Product Reseller and/or Licensee for all Matches it obtains through its use of the Product.

2.8 The End User agrees to indemnify and keep indemnified Royal Mail against all losses, costs, claims and damages suffered or incurred by Royal Mail directly or indirectly as a result of a breach of any provision of this EULA by the End User.

2.9 In the case that the End User is a Public Body, the End User acknowledges that use of the Product shall not include the use of the NCOA® Update Database or the provision of the Redirection Information in any circumstances in which it is envisaged under Chapter II of RIPA that a notice would be issued by or on behalf of the End User under and in accordance with section 22 of that Act requiring the disclosure of the relevant Redirection Information (taking into account the Code of Practice on Acquisition and Disclosure of Communications Data issued pursuant to section 71 of that Act).

2.10 In the case that the End User is a Public Body, the End User agrees that it does not require the provision of any Redirection Information such that it is envisaged under Chapter II of the RIPA that a notice will be issued under section 22 of that Act requiring the disclosure of the relevant Redirection Information for any purpose and the End User undertakes that if it shall require any Redirection Information as so envisaged under RIPA, it will use and apply the notice procedure provided for in section 22 of that Act to obtain such Redirection Information.

2.11 The End User must not modify the Product at any time and must not pass the Product or copies thereof nor the Decryption Process to any third party.

2.12 At any time during the term of this EULA, on the provision of two Working Days' notice from Royal Mail, the End User shall give Royal Mail and its agents reasonable accompanied access during working hours to its premises, computer systems, accounts, documents and records for the purpose of verifying and monitoring the End User's compliance with this EULA.

2.13 The End User shall ensure the centralised allocation and storage of all material relevant to the Decryption Process. The End User shall, in addition, ensure that all details and data concerning the Decryption Process are treated as Confidential Information and shall provide details of the Decryption Process to its own employees or subcontractors only on a strictly 'need to know' basis for the purpose of performing its obligations under this EULA.

2.14 In the case that the End User is a Public Body, the End User acknowledges that the Product Reseller shall not be entitled to allow the Product to provide Individual Look Ups.

3 Liability of Royal Mail

3.1 The End User acknowledges that Royal Mail does not warrant:

3.1.1 the accuracy and/or completeness of the Redirection Information;

3.1.2 that the NCOA® Update Database contains the names and addresses of all Redirection Customers; nor

3.1.3 that the NCOA® Update Database does not infringe the Intellectual Property Rights of any third party.

3.2 The End User agrees that Royal Mail will not be liable for any loss or damage (whether direct or indirect) however arising from the use by the End User, or performance of, Redirection Information, with the exception of death or personal injury caused by Royal Mail's negligence.

3.3 The End User acknowledges that Royal Mail will not be liable to the End User in respect of its use of the Product.

3.4 The End User acknowledges that Royal Mail will not be obliged in any circumstances to provide Redirection Information or related services directly to the End User.

4 Property Rights in Redirection Information

4.1 The Intellectual Property Rights in Redirection Information supplied to the End User as part its use of the Product shall remain at all times the property of Royal Mail.

4.2 The EULA to use the Redirection Information is personal to the End User. The End User may not license or assign the Intellectual Property Rights in the Redirection Information except as expressly permitted under this EULA or as otherwise agreed in writing by Royal Mail. For the avoidance of doubt, this EULA does not operate as an assignment by Royal Mail to the End User of any Intellectual Property Rights that might subsist in or relate to the Redirection Information.

4.3 The End User acknowledges that it will not acquire any rights of any nature in or in relation to the Redirection Information as a result of the End User's use beyond those rights specifically granted in this EULA. If the End User challenges the validity of the Intellectual Property Rights in or relating to the Redirection Information or Royal Mail's title to those Intellectual Property Rights Royal Mail may suspend or terminate this EULA with immediate effect by giving notice to the End User.

4.4 The End User will not do or permit the doing of anything within its control which will prejudice in any way whatsoever the name of Royal Mail or the rights of Royal Mail in the Redirection Information and will give immediate notice to Royal Mail upon the End User becoming aware of anything which may prejudice the name of Royal Mail or the rights of Royal Mail in the Redirection Information.

4.5 The End User undertakes to Royal Mail that it will give immediate notice to Royal Mail upon its becoming aware of any unauthorised use of the Redirection Information or any other of the Intellectual Property Rights of Royal Mail.

4.6 Royal Mail may bring any action for any such unauthorised use on behalf of itself and at its cost and the End User shall co-operate fully in any such action. The End User is not granted any separate right of action relating to Royal Mail's Intellectual Property Rights in respect of any such unauthorised use and disclaims any such separate right that it may have as far as such a disclaimer is permitted by Law.

4.7 Upon termination of this EULA, the licence in Clause 2 shall continue in respect of Redirection Information that has been supplied to the End User through its use of the Product and incorporated into the Customer Database as at the date of termination provided that the End User continues to use such Redirection Information for the Permitted Purpose and in accordance with the limits on use of Redirection Information contained in this EULA which shall continue to operate in respect of such Redirection Information after the termination of this EULA.

4.8 The provisions of this Clause will continue to operate after the termination of this EULA.

5 Data Protection

5.1 For the purposes of this clause 5 data "controller", data "processor", "data subject", "personal data" and "processing" (and "process" and "processes" shall be construed accordingly) shall have the meanings ascribed to them in the Data Protection Legislation.

5.2 The Parties' attention is drawn to the Data Protection Legislation. The Parties' acknowledge and agree that it is the factual arrangement between them which dictates the role and status of each party under Data Protection Legislation in respect of processing any personal data under this EULA. Notwithstanding the foregoing, the parties anticipate that they shall, subject to the terms of this EULA, each separately determine the purposes for which and the manner in which any personal data is required to process in connection with this EULA, and therefore, for the purposes of the this EULA are each a data controller in respect of such personal data.

5.3 The End User acknowledges that the terms of this EULA are structured in order to comply with the Data Protection Legislation. The End User undertakes that it will use the Redirection Information only in accordance with the Permitted Purpose and will not do or omit to do any act which would place it or Royal Mail in breach of the Data Protection Legislation.

5.4 Each Party undertakes to the other that it will duly observe all its obligations under the Data Protection Legislation which arise in connection with the performance of this EULA.

5.5 The End User agrees to comply with the Data Protection Legislation as it applies to its use of Redirection Information (including compliance with any data protection notices and opt out and/or opt in wording on the Redirections Form as amended from time to time by Royal Mail).

5.6 The End User must not disclose, pass or sell all or part of the Redirection Information outside the EEA without the prior written consent of Royal Mail.

6 Assignment

The End User must not assign, sub-contract or otherwise deal with this EULA, or any part of it.

7 Termination

7.1 If the Reseller Agreement expires or is terminated for any reason, this EULA will automatically be terminated.

7.2 Royal Mail may terminate this EULA at any time if the End User fails to comply with any of its terms.

7.3 Royal Mail may terminate this EULA immediately if the End User brings Royal Mail into disrepute.

7.4 Royal Mail may terminate this EULA immediately if (i) the End User becomes unable to pay its debts (within the meaning of section 123(1)(e) or (2) of the Insolvency Act 1986), admits its inability to pay its debts or becomes insolvent; or (ii) a petition is presented, an order made or a resolution passed for the liquidation (otherwise than for the purposes of a solvent amalgamation or reconstruction), administration, bankruptcy or dissolution of the End User; or (iii) an administrative or other receiver, manager, trustee, liquidator, administrator or similar person or officer is appointed to the End User and/or over all or any part of the assets of the End User; or (iv) the End User enters into or proposes any composition or arrangement concerning its debts with its creditors (or any class of its creditors) generally; or (v) anything equivalent to any of the events or circumstances stated in (i) to (iv) inclusive occurs in any applicable jurisdiction.

7.5 The termination of this EULA will not affect liability for preceding breaches.

8 Confidentiality

8.1 The End User agrees that it shall, in relation to any Confidential Information:

8.1.1 keep it confidential and not disclose it to any other person other than to its professional advisers, employees, agents and sub-contractors on a need to know basis;

8.1.2 not copy or reproduce any part of the Confidential Information except as permitted under this EULA without the prior written approval of the other Party;

8.1.3 apply to the Confidential Information no lesser security measures and degree of care than those which it takes in protecting its own confidential information and in any event no less than that which a reasonable person or business would take in protecting its own confidential information; and

8.1.4 use the Confidential Information only for the purposes of this EULA.

8.2 The End User shall take all reasonable measures to ensure that its professional advisers, employees, agents and sub-contractors comply with the terms of this Clause 8.

8.3 The obligations contained in this Clause 8 shall not apply to any Confidential Information which:

8.3.1 was, is or has become lawfully available to the public otherwise than through breach of this EULA;

8.3.2 was disclosed to either Party by a third party legally in possession of the Confidential Information and who was not restricted from disclosing it; and

8.3.3 was independently created by or already in the possession of either Party.

8.4 The Parties agree that Clause 8.3.1 shall not apply to any Redirection Information.

8.5 Either Party who is required by a court of law or other competent jurisdiction or any other regulatory authority to disclose any Confidential Information in order to comply with any such law or order of any such Court or regulatory authority may do so, but that Party must, where reasonably practicable, give the other Party not less than seven (7) days' notice of such disclosure.

9 General

9.1 This EULA records the entire Reseller Agreement between the Parties and supersedes all earlier agreements and representations by the Parties on the subject matter of the Licence. This Clause does not exclude liability for any fraudulent misrepresentation by either Party.

9.2 The rights, powers and remedies provided in this EULA are (except as expressly provided) cumulative and not exclusive of any rights, powers and remedies provided by Law, or otherwise.

9.3 Nothing in this EULA shall (except as expressly provided) be deemed to constitute a partnership, or create a relationship of principal and agent for any purpose between the Parties.

9.4 The failure to exercise, or delay in exercising, a right, power or remedy provided by this EULA or by Law shall not constitute a waiver of that right, power or remedy. If a Party waives a breach of any provision of this EULA this shall not operate as a waiver of a subsequent breach of that provision, or as a waiver of a breach of any other provision.

9.5 This EULA is subject to English Law. The Parties agree to submit to the exclusive jurisdiction of the English courts.

9.6 In the event that the Product Reseller and the End User enter into a separate licence relating to the access and use of the Product, the terms of this EULA may not be varied or superseded by, and will prevail over, any such licence.

ATTACHMENT 9A – ROYAL MAIL NCOA UPDATE MINIMUM TERMS
(Applicable to Resellers and their End Users Only)

Royal Mail has stipulated that the following terms and conditions shall apply to a client of LexisNexis (Product Reseller) who is licensed to receive the NCOA Redirection Information. Under no circumstances will Royal Mail authorise the supply of Redirection Information to a Licensee (Customer) prior to the Product Reseller having obtained the Licensee's acceptance of these minimum terms to be incorporated into the Licensee Contract (this Supplier Agreement). These terms and conditions have been imposed and LexisNexis has no authority or ability to agree to any amendments. Any conflict shall be resolved in favour of the Minimum Terms.

The Licensee acknowledges and agrees that the Product contains the Redirection Information, which is licensed to the Product Reseller by Royal Mail Group Limited. The use by the Licensee of the Redirection Information is subject to the following terms (Minimum Terms):

1. Definitions

Batch Processing the use of the Product to carry out automated electronic processing of a batch of Customer Records in a Customer Database against Redirection Information in the NCOA® Update Database for the purpose of identifying Matches;

Confidential Information any information of a confidential or proprietary nature (irrespective of the form, presentation or communication including computer software and data, physical objects and samples and, in the case of Royal Mail, the Redirection Information, whether before or after it is incorporated into a Customer Database) relating to the business, operations, customers, processes, budgets, product information, know-how and/or strategies of either party;

Customer Database an electronic compilation of Customer Records;

Customer Record the name and address of a current or lapsed customer or Enquirer of the End User which have been lawfully and fairly obtained by the End User solely for the purposes of marketing, commercial communications or customer administration;

Data Protection Legislation the Data Protection Act 1998 , Directive 95/46/EC of the European Parliament, the General Data Protection Regulation (GDPR) (EU) 2016/679, the Electronic Communications Data Protection Directive 2002/58/EC and the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any legislation and/or regulations implementing them or made in pursuance of them including where applicable the guidance and codes of practice issued by the Information Commissioner;

Decryption Process the codes, methodology and/or medium to be deployed to decrypt, use or activate the Product;

EEA the European Economic Area comprising, for the time being, the EU member states, Norway, Iceland Liechtenstein and the United Kingdom;

End User the individual, company or other legal entity which is the owner or licensor of the Customer Database;

Enquirer an individual or a company who or which has enquired with the End User about a service or product of the End User and/or has responded to an offer or invitation from the End User regarding information relating to such service or product;

Individual Look Up the use of the Product to carry out electronic processing of an individual Customer Record against Redirection Information in the NCOA® Update Database for the purpose of identifying a Match;

Intellectual Property Rights all intellectual property rights including copyright and related rights, database rights, trade marks and trade names, patents, topography rights, design rights, trade secrets, know-how, and all rights of a similar nature or having similar effect which subsist anywhere in the world, whether or not any of them are registered and applications for registrations, extensions and renewals of any of them;

Licensee the individual, company or other legal entity hereby entering into a Licensee Contract with the Product Reseller;

Licensee Contract the agreement between the Product Reseller and the Licensee which incorporates these Minimum Terms;

Match a tracking match where through Processing, a name and address contained in the Customer

Database is matched to the Old Address in the Redirection Information;

NCOA® Update Database a database containing Redirection Information selected, arranged and compiled by Royal Mail using data from the Redirection Forms completed by Redirection Customers and stored on electronic media and including any updates to it;

New Address the address specified by a Redirection Customer as that to which mail should be redirected, as subsequently amended by Royal Mail, if necessary, to ensure that the address information is correct for Royal Mail's postal purposes and in respect of which permission is granted by the Redirection Customer for Royal Mail to use such information for the purposes of updating address information;

Old Address the address specified by a Redirection Customer as that from which mail should be redirected, as subsequently amended by Royal Mail, if necessary, to ensure that the address information is correct for Royal Mail's postal purposes;

Permitted Purpose carrying out Processing and in relation to any Match, updating the Customer Records by either (i) replacing the Old Address of the existing customer or Enquirer of the End User which forms part of the relevant Customer Record with the relevant New Address, or (ii) appending the relevant New Address to that Old Address in the Customer Record and (iii) for the avoidance of any doubt, the Permitted Purpose shall not, in accordance with Data Protection Legislation, include sending any marketing to individuals;

Processing Batch Processing and/or Individual Look Ups, as per the agreement between the Licensee and the Product Reseller in the Licensee Contract;

Product the product, service or solution which is modified or enhanced by, incorporated with, created using, derived from or involves the supply or the making available of the Redirection Information ;

Product Reseller the individual, company or other legal entity which is licensed by Royal Mail Group Limited to use the Redirection Information in the Product and which directly or indirectly is providing access to the Product to the Licensee;

Public Body any department, office or agency of Her Majesty's Government or any local government authority or agency or any other public authority;

Redirection Customer a customer of the Redirection Service whose post is, at the relevant time, being redirected by Royal Mail from the relevant Old Address to the relevant New Address pursuant to such service;

Redirection Form the application form for individuals who wish to use the Redirection Service;

Redirection Information in relation to each Redirection Customer, their name, Old Address and New Address extracted from the relevant Redirection Form;

Redirection Service Royal Mail's service for the redirection of mail provided to members of the public who have requested such service whereby mail which has been addressed to their Old Address is redirected to and delivered at their New Address;

Reseller Agreement Royal Mail's agreement with the Product Reseller under the terms of which Royal Mail licenses the Product Reseller to use the NCOA® Update Database to create, modify, provide and/or enhance the Product;

Royal Mail Royal Mail Group Limited, a company registered in England & Wales under registered number 04138203 whose registered office is at 100 Victoria Embankment, London, EC4Y 0HQ.

2. Licence

2.1 In consideration of the Licensee complying with these Minimum Terms, the Product Reseller grants to the Licensee a non-exclusive, non-transferable, revocable sub- licence in the EEA to access and use the Redirection Information accessed as part of its use of the Product for the Permitted Purpose only. The Licensee shall in no circumstances use or allow the use of the Redirection Information for the purpose of detecting fraud or money laundering.

2.2 Subject to Clause 2.3, the Licensee shall be entitled to grant sub-licences in respect of the licence at Clause 2.1 provided that the Licensee ensures that its sub- licensees and the End User are bound by these Minimum Terms or terms equivalent to and no less onerous than these Minimum Terms.

2.3 The Licensee shall not allow Public Bodies, debt collection agencies or credit referencing agencies to use the Redirection Information.

2.4 The Licensee warrants and undertakes to ensure that any Customer Database (in respect of which Processing is being performed using the Product) is owned or licensed by the End User for the End User's own use and comprises only Customer Records used for the purposes of marketing, commercial communications and routine administration. In each case, the address in each Customer Record will be complete to the best of the End User's knowledge prior to Processing.

2.5 The Licensee must:

2.5.1 ensure that Redirection Information supplied by way of a Match is immediately integrated into the Customer Records; and

2.5.2 not try to access, extract, utilise or process Redirection Information except through Processing and not carry out any Individual Look Ups or any other means of looking up Redirection Information concerning a specific individual where this is not expressly permitted by Royal Mail for the Product Reseller which directly or indirectly grants or has granted the licence contained in this Licensee Contract.

2.6 The Licensee must pay the Product Reseller for all Matches it obtains through its use of the Product for or as part of services provided in respect of the Customer Database directly or indirectly for the benefit of the End User.

2.7 On entering into a Licensee Contract, the Licensee shall provide details to the Product Reseller of each individual, company or other legal entity (including the End User) to which it will provide, directly or indirectly, the updated Customer Database following the Licensee's use of or access to the Product. The Licensee acknowledges and agrees that the identity of these parties shall be shared with Royal Mail and warrants that it has obtained all necessary consents or has otherwise established a lawful basis for doing so under the Data Protection Legislation.

2.8 The Licensee must not modify the Product at any time and must not pass the Product or copies thereof nor the Decryption Process to its sub-licensees or customers.

2.9 The Licensee agrees to indemnify and keep indemnified Royal Mail against all losses, costs, claims and damages suffered or incurred by Royal Mail directly or indirectly as a result of a breach of any provision of these Minimum Terms by the Licensee.

2.10 At any time during the term of the Licensee Contract, on the provision of two Working Days' notice from the Product Reseller, the Licensee shall give Royal Mail and its agents reasonable accompanied access during working hours to its premises, computer systems, accounts, documents and records for the purpose of verifying and monitoring the Licensee's compliance with these Minimum Terms.

2.11 The Licensee shall ensure the centralised allocation and storage of all material relevant to the Decryption Process. The Licensee shall, in addition, ensure that all details and data concerning the Decryption Process are treated as Confidential Information and shall provide details of the Decryption Process to its own employees or subcontractors only on a strictly 'need to know' basis for the purpose of performing its obligations under these Minimum Terms.

2.12 In the case that the End User is a Public Body, the Licensee acknowledges that the Product Reseller shall not be entitled to allow the Product to provide Individual Look Ups.

3 Liability of Royal Mail

3.1 The Licensee acknowledges that Royal Mail does not warrant:

3.1.1 the accuracy and/or completeness of the Redirection Information;

3.1.2 that the NCOA® Update Database contains the names and addresses of all Redirection Customers; nor

3.1.3 that the NCOA® Update Database does not infringe the Intellectual Property Rights of any third party.

3.2 The Licensee agrees that Royal Mail will not be liable for any loss or damage (whether direct or indirect) however arising from the use by the Licensee of Redirection Information, with the exception of death or personal injury caused by Royal Mail's negligence.

3.3 The Licensee acknowledges that Royal Mail will not be liable to the Licensee in respect of its use of the Product.

3.4 The Licensee acknowledges that Royal Mail will not be obliged in any circumstances to provide Redirection Information or related services directly to the Licensee.

4. Property Rights in Redirection Information

4.1 The Intellectual Property Rights in Redirection Information supplied to the Licensee as part its use of the Product shall remain at all times the property of Royal Mail.

4.2 The Licensee will not do or permit the doing of anything within its control which will prejudice in any way whatsoever the name of Royal Mail or the rights of Royal Mail in the Redirection Information and will give immediate notice to Royal Mail upon the Licensee becoming aware of anything which may prejudice the name of Royal Mail or the rights of Royal Mail in the Redirection Information.

4.3 The Licensee undertakes to Royal Mail that it will give immediate notice to Royal Mail upon its becoming aware of any unauthorised use of the Redirection Information or any other of the Intellectual Property Rights of Royal Mail.

4.4 Royal Mail may bring any action for any such unauthorised use on behalf of itself and at its cost and the Licensee shall co-operate fully in any such action. The Licensee is not granted any separate right of action relating to Royal Mail’s Intellectual Property Rights in respect of any such unauthorised use and disclaims any such separate right that it may have insofar as such a disclaimer is permitted by Law.

4.5 Upon termination of the Licensee Contract, the licence in Clause 2 shall continue in respect of Redirection Information that has been supplied to the Licensee through its use of the Product and incorporated into the Customer Database as at the date of termination provided that the Licensee continues to use, and ensure that its sub- licensees use, such Redirection Information only for the Permitted Purpose and in accordance with the limits on use of Redirection Information contained in these Minimum Terms which shall continue to operate in respect of such Redirection Information after the termination of the Licensee Contract.

5 Data Protection

5.1 For the purposes of this clause 5 "data controller", "data processor" "personal data" and "processing" (and "process" and "processes" shall be construed accordingly) shall have the meanings ascribed to them in the Data Protection Legislation.

5.2 The Parties’ attention is drawn to the Data Protection Legislation. The Parties' acknowledge and agree that it is the factual arrangement between them which dictates the role and status of each party under Data Protection Legislation in respect of processing any personal data under Licensee Contract. Notwithstanding the foregoing, the parties anticipate that they shall, subject to the terms of this Agreement, each separately determine the purposes for which and the manner in which any personal data is required to process in connection with the Licensee Contract, and therefore, for the purposes of the Licensee Contract, are each a data controller in respect of such personal data.

5.3 The Licensee acknowledges and agrees that Royal Mail is the data controller in respect of any personal data contained in the Redirection Information.

5.4 The Licensee acknowledges and agrees that in entering into the Licensee Contract, it processes personal data on behalf of the End User under the Data Protection Legislation. The Licensee further acknowledges and agrees that the End User is the data controller in respect of the Customer Records under the Data Protection Legislation.

5.5 The Licensee acknowledges that these Minimum Terms are structured in order to comply with the Data Protection Legislation. The Licensee undertakes that it will not do or omit to do any act which would place it or Royal Mail in breach of the Data Protection Legislation.

5.6 Each party undertakes to the other that it will duly observe all its obligations under the Data Protection Legislation which arise in connection with these Minimum Terms.

5.7 The Licensee agrees to comply with the Data Protection Legislation as they apply to its use of Redirection Information (including compliance with any data protection notices and opt out/opt in wording on the Redirections Form as amended from time to time by Royal Mail) and to make any notification required under the Data Protection Legislation.

6. Confidentiality

6.1 The Licensee agrees that it shall, in relation to any Confidential Information:

6.1.1 keep it confidential and not disclose it to any other person other than to its professional advisers, employees, agents and sub-contractors on a need to know basis;

6.1.2 not copy or reproduce any part of the Confidential Information except as permitted under these Minimum Terms without the prior written approval of the other party;

6.1.3 apply to the Confidential Information no lesser security measures and degree of care than those which it takes in protecting its own confidential information and in any event no less than that which a reasonable person or business would take in protecting its own confidential information; and

6.1.4 use the Confidential Information only for the purposes of these Minimum Terms.

7 General

7.1 The Product Reseller may terminate the Licensee Contract with immediate effect if the Licensee brings Royal Mail into disrepute or fails to comply with these Minimum Terms. If the Reseller Agreement expires or is terminated for any reason, the Licensee Contract will automatically be terminated.

7.2 The Licensee acknowledges and agrees that these Minimum Terms are given for the benefit of Royal Mail and that Royal Mail may enforce the benefits conferred on it under these Minimum Terms as if it were a party to the Licensee Contract, in accordance with the Contracts (Rights of Third Parties) Act 1999. The Licensee further acknowledges and agrees that Royal Mail shall bring any action for any unauthorised use of its Intellectual Property Rights in the Redirection Information on its own behalf.

7.3 Except as set out at Clause 7.2 above, a person who is not a party to the Licensee Contract may not enforce any of its provisions under the Contracts (Rights of Third Parties) Act 1999.

7.4 These Minimum Terms may not be varied by the Licensee or the Product Reseller without the prior written consent of Royal Mail.

ATTACHMENT 10 – VERIFF OÜ TERMS OF USE

Customer agrees that the following terms apply to Customer with respect to its use of data provided through the online data services and/or functions provided by the third party data provider Veriff OÜ ("Veriff") and constitutes a binding contract between the Customer and Veriff and LN and will be directly enforceable by each of them.

1. Customer shall guarantee individuals whose personal data will be processed by Veriff will receive the following information about Veriff in the applicable privacy policy of the Customer: "Veriff OÜ (registry code 12932944, located in Estonia, Niine 11, Tallinn, 10414) is a Processor of your Personal Data when providing verification services to the Data Subject. Veriff OÜ Privacy Policy can be found on the following website: https://www.veriff.com/privacy-policy."

2. Veriff shall not be liable to the Customer, customer's customer's or any third party in any way.

3. Customer shall;

(a) comply with any manuals or documentation provided by LN / Veriff in relation to the use of the Services or SDK;

(b) not access, store, distribute, or transmit any Virus through the Services;

(c) not use the Services to access, store, distribute, or transmit any material that is unlawful, harmful, threatening, defamatory, inflammatory, violent, obscene, infringing, harassing, or racially or ethnically offensive;

(d) not use the Services in a manner that is illegal or causes damage or injury to any person or property;

(e) not use any automated system, including without limitation "robots", "spiders", or "offline readers", to access the Services in a manner that sends more request messages to the Services than a human can reasonably produce in the same period of time by using a conventional online web browser;

(f) not attempt to interfere with or compromise the integrity or security of the Services;

and Veriff reserves the right, without liability or prejudice to its other rights under it may have, to disable access to all or any part of the Services for any breach of any provision of this clause 3.

4. Veriff may monitor the Customer's use of the Services to ensure the quality of, and improve, the service, and verify compliance with the these terms.

5. The Services may contain links to, or call the servers of, third party websites, data or services that are not under Veriff's control, solely at the direction of and/or as a convenience to the Customer ("Third Party Sites"). As such, Veriff is not responsible for, and makes no express or implied warranties with regard to, the information, content or other material, products, or services that are contained on or are accessible through, or the policies regarding use and privacy in respect of, Third Party Sites. Access to and use of Third Party Sites, including information, content, material, products, and services on such websites or available through such websites, is solely at the Customer's risk.

6. The Customer will not, when using the Services or SDK:

(a) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services or the SDK in any form or media or by any means;

(b) attempt to adapt, modify, duplicate, create derivative works from, record or otherwise reproduce any part of the SDK;

(c) attempt to reverse compile, disassemble, reverse engineer, or otherwise reduce to human perceivable form all or any part of the Services or SDK;

(d) access all or any part of the Services or SDK in order to build a product or service which competes with the Services, or use or attempt to use the Services or Services to directly compete with Veriff;

(e) erase or remove any proprietary or intellectual property notice contained in the Services or SDK; and

(f) make any copies of the SDK other than such copies as are reasonably necessary for the purpose of backup and security (provided that any such copies shall at all times be owned by Veriff and be covered by the licence as granted under this agreement.

7. Veriff / LN shall have no obligation to provide support where Faults arise from:

(a) any improper use, misuse or unauthorised alteration of the SDK or Services;

(b) any use of the SDK or Services in a manner inconsistent with the then-current documentation provided to the Customer.

8. Intellectual Property Rights:

(a) Veriff is the owner or licensee of all intellectual property rights in the Veriff Services. Except as expressly set out in the Agreement, Veriff does not grant to the Customer any rights to or licenses in respect of the Services.

(b) Customer grants Veriff a licence to access, download and use the Client Data for the purpose of: (i) providing a service, including analysing the Client Data in accordance with the functionalities of the Services; (ii) producing anonymised or anonymised and aggregated statistical reports and research provided that this does not include personally identifiable information.

(c) The Customer warrants to Veriff that it has the necessary right, title, interest and consent, in each case as necessary to allow Veriff to use the Client Data in accordance with the Agreement. The Customer shall maintain a backup of the Client Data and Veriff shall not be responsible or liable for the deletion, correction, alteration, destruction, damage, loss, disclosure or failure to store any Client Data.

Definitions:

"Client Data" means the content and data that the Customer makes available to Veriff and that is hosted or collected by Veriff in connection with the provision of the Services;

"Fault" means an error in the SDK or Service that causes it to fail to operate substantially in accordance with any documentation provided by Veriff to the Client;

"SDK" means the software code supplied by Veriff to enable Queries to be submitted to the Service in respect of End Users accessing the Client Platform through a mobile application, together with any related documentation;

"Virus" means any thing or device (including any software, code, file or program) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware, or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program or data in whole or part or otherwise); or adversely affect the user experience, including works, Trojan horses, viruses and other similar things or devices.