

TERMS AND CONDITIONS

This Subscription Order is a legally binding agreement. It governs the relationship between you and us and sets out the terms and conditions on which we provide you with access to, and on which you may use, the Beauhurst Platform.

These Terms apply between you and us and are applicable to all Users. Please read these Terms carefully and make sure that you understand and comply with them.

You may not enter into this Subscription Order if you are a consumer (as defined in Section 2 of the Consumer Rights Act 2015). The Beauhurst Platform shall not under any circumstances be used by, and you shall not permit (directly or indirectly), the Beauhurst Platform to be made available to any consumer.

By signing this Subscription Order, you indicate that:

- you are not a consumer; and
- you have read, understood and agree to be bound by this Subscription Order.

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1. DEFINITIONS

In this Subscription Order the following terms have the following meanings:

Account means a Beauhurst Platform account through which a single employee at your Subscribing Organisation may access the Beauhurst Platform;

Additional Features means any features that are made available to you via the Beauhurst Platform, at your request, as part of your Subscription;

Beauhurst means Business Funding Research Limited, trading as Beauhurst;

Beauhurst Data means any information acquired through use of the Beauhurst Platform, including, but not limited to, data which is exported, downloaded, read, or screenshotted;

Beauhurst Platform means the paid web-based platform constructed, managed and maintained by Beauhurst;

Business Day means a day when banks are open for business in the City of London;

Claim has the meaning given such term in paragraph 14.4;

Confidential Information means this Subscription Order (except for its existence), details of all Subscription Orders and all information which is identified at the time of disclosure by the disclosing party as being confidential information, or which may be reasonably regarded as the confidential information of the disclosing party, including information relating to the business, finances, affairs, products, developments, trade secrets, campaign plans, launch dates, know-how, personnel, customers and suppliers of each party;

Data Policy means the data policy, set out at Schedule 1, which explains your right to use Beauhurst Data, which with these Terms, forms part of your Subscription Order;

Data Usage Tier means the level of data usage rights that to which we grant you access as part of your Subscription, as detailed in the Data Policy;

Data User means a User or any employee of your Subscribing Organisation with whom a User shares Beauhurst Data;

Event Outside Our Control has the meaning given such term in paragraph 17.2;

Expiry Date has the meaning given such term in paragraph 8.2;

Export Allowance is the total number of Export Credits (specified in the Subscription Order) which may be used collectively over the course of a single calendar month by all the Users in your Subscription;

Export Credit means a credit used in the downloading of data from the Beauhurst platform. The number of Export Credits required to download each item of data may vary from time to time.

Fee(s) means our total charges for your Subscription during each Period, pursuant to your Subscription Summary;

Fixed Term Subscription has the meaning given such term in paragraph 8.1;

Payment Method means the way that you will pay your Fees and is outlined in the Subscription Summary. Terms pertaining to the Payment Method can be found in paragraphs 7.4, 7.5, and 8.3;

Period has the meaning given such term in: (i) paragraph 7.1 if you have a Rolling Subscription, or (ii) paragraph 8.1 if you have a Fixed Term Subscription;

Publish means to publish, share or otherwise make Beauhurst Data available to any persons other than Data Users or Clients to whom you are permitted to make Beauhurst Data available under your applicable Data Usage Tier. For the sake of clarity, this can be in the form of, but is not limited to making Beauhurst Data available in an email, a presentation, a printed or electronic document, or an internet message including but not limited to posting on a blog, social media platform or similar;

Renewal Date has the meaning given such term in paragraph 7.2;

Rolling Subscription has the meaning given such term in paragraph 7.1;

Start Date means the date that your Subscription commences, as outlined on your Subscription Summary. This is when you are granted access to the Beauhurst Platform;

Subscribing Organisation means you, the business entering into this Subscription Order, as detailed in the Subscription Summary;

Subscribed Team(s) or Team(s) means any and all team(s) within your organisation that are identified in the Subscription Summary;

Subscription means your subscription to use the Beauhurst Platform, as dictated by the conditions in your Subscription Order;

Subscription Order means the Subscription Summary, these Terms, and the Data Policy, together with any other documents referred to in any of them under which you are granted a Subscription;

Subscription Summary is part of the Subscription Order and comprises the name of the Subscribing Organisation, the Subscription Type, the Fee, the Payment Method, the Payment Frequency, the Period, the Export Allowance, the number of Accounts, and any other conditions upon which we grant a Subscription to you;

Subscription Type means the kind of Subscription that you are signing up to – either Rolling Subscription or Fixed Term Subscription – and is detailed in the Subscription Summary;

Special Conditions mean any additional conditions included in the Subscription Summary;

Terms means these terms and conditions;

User means any individual employee of your Subscribing Organisation who holds an Account;

we, us, our means or refers to Beauhurst;

Web Site means beauhurst.com;

you or **your** refers to the Subscribing Organisation.

2. INFORMATION ABOUT US

- 2.1 We operate the website www.beauhurst.com and associated domains. We are Business Funding Research Ltd, a company registered in England and Wales under company number 07312969 and with our registered office at Fourth Floor, Brixton House, 385 Coldharbour Lane, London, SW9 8GL.
- 2.2 **Contacting Us.** You or your Users may contact us by telephoning our account management team at 020 7062 0060 or by emailing us at sg@beauhurst.com. If you wish to give us formal notice of any matter in accordance with these Terms, please do so in accordance with paragraph 18.2.

3. THIS IS A BINDING AGREEMENT

- 3.1 The Subscription Order, of which these Terms form part, constitutes the entire agreement between you and us in relation to your Subscription, and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.
- 3.2 You acknowledge that in entering into a Subscription Order you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Subscription Order or any document expressly referred to in them.
- 3.3 You and we agree that neither of us shall have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement made by you or us to the other.
- 3.4 Any and all Special Conditions set out in the Subscription Summary are subject to and governed by the provisions of this Subscription Order and any other documents provided in relation to such Special Conditions.

4. OUR RIGHT TO VARY THESE TERMS

- 4.1 We may vary these Terms and / or the Data Policy from time to time by written notice to you. The Terms and / or the Data Policy as varied will come into effect and supersede any and all other terms previously provided 45 days after such notice and all references in this Subscription Order

to the Terms and / or the Data Policy shall be deemed to be to the Terms and / or the Data Policy as varied. If you do not wish to accept the varied Terms or the Data Policy, you may cancel your subscription by giving 30 days' notice prior to the date on which they are due to come into effect.

- 4.2 Subject at all times to our right to vary the Terms and / or the Data Policy as described above, the Fee, Period, Payment Frequency, number of Accounts, Features, Export Allowance, Data Usage Rights, Special Conditions, together with any other terms or conditions set out in this Subscription Order may be varied at any time by mutual consent in writing but not otherwise.

5. PAYMENT TERMS

- 5.1 The Fee for your Subscription is as set out in the Subscription Summary.
- 5.2 The Fee for your Subscription is exclusive of VAT or other similar sales taxes. For customers based in the UK, VAT will be chargeable at the current rate applicable in the UK for the time being. However, if the rate of VAT changes in the course of your Subscription, we will adjust the rate of VAT you pay in time for your next payment, unless you have already paid for your Subscription in full before the change in VAT takes effect.
- 5.3 We reserve the right to change the Fee from time to time; for example, as a result of (i) our annual Fee review and/or (ii) to reflect the cost of additional data or features on the Beauhurst Platform. You will be given an appropriate notice period and retain the right to terminate in accordance with paragraph 7.7.
- 5.4 You will pay the Fee in accordance with the Payment Frequency specified in the Subscription Summary. For example, if you have a Fixed Term Subscription, the Period is 12 months, the Fee is £120,000 and the Payment Frequency is monthly, you must pay us £10,000 per month during the Period.
- 5.5 You may not pause your Subscription and we do not grant payment holidays.

6. LATE PAYMENTS

- 6.1 Any payments that are overdue will be liable to a charge of 8% interest per annum above the then-prevailing Bank of England base rate.
- 6.2 We reserve the right to suspend any Subscription and block access to the Beauhurst Platform until all payments are up to date. Please note that this does not relieve you of any contractual obligations and you remain liable for any overdue and ongoing payments.

7. SUBSCRIPTION TYPES – ROLLING SUBSCRIPTION

- 7.1 If you have selected a **“Rolling Subscription”**, your Subscription will automatically renew after the period of time specified as the **Period** in the Subscription Summary.
- 7.2 Each date on which a Rolling Subscription renews is a **“Renewal Date”**. Each subsequent Renewal Date can be found by taking the previous Renewal Date and adding the Period. For example, a Rolling Subscription where the Period was set as “one month” and the Start Date was 2nd August would automatically renew on the 2nd of each calendar month.
- 7.3 Unless otherwise specified, your Subscription will automatically renew on the Renewal Date until terminated in accordance with paragraph 7.7.
- 7.4 The Payment Method for a Rolling Subscription can be Direct Debit or by bank transfer. If you choose to pay by Direct Debit,
- (a) The Direct Debit mandate must be signed and returned within seven days of your Start Date. Failure to return the form will result in suspension of your Subscription. You will still be liable for the full ongoing cost of the Subscription plus any overdue fees per paragraph 6.1;
 - (b) We will notify you which day of each month payment will be taken on; and
 - (c) Your receipt for that payment will be sent out by email within approximately 3 Business Days.
- 7.5 If you choose to pay by bank transfer,
- (a) You will be invoiced at the start of each Period; and
 - (b) Payment is due within 7 days of the invoice date.
- 7.6 All payments must be made into the following account:
- Account Name: Business Funding Research Ltd
- Account Number: 10992944
- Sort Code: 09-02-22

If you are contacted by anyone asking that you make payments into a different account, you must call us on 020 7062 0060 and speak with one of our finance team to confirm the change prior to making any payments into such account. You are responsible for ensuring that all payments are paid to our correct account. If you fail to comply with these requirements and make any payment into any account that is not ours, we will seek and you will be obliged to pay all outstanding sums that are due to us.

- 7.7 If you would like to terminate a Rolling Subscription, you must let us know in writing at least 30 days before your next Renewal Date. Failure to do so will result in your Rolling Subscription being renewed for the coming Period, for which you will be billed accordingly.

8. SUBSCRIPTION TYPES – FIXED TERM SUBSCRIPTION

- 8.1 If you have selected a **“Fixed Term Subscription”**, your Subscription will run from the Start Date for the duration of the Period specified in the Subscription Summary, at which point it will automatically expire (the **“Expiry Date”**) unless we have agreed to extend your Subscription. After this date you will no longer be able to use the Beauhurst Platform unless you have extended your Subscription or we enter into a new Subscription Order with you. You may only extend your Subscription by prior written agreement with us.
- 8.2 The Payment Method for a Fixed Term Subscription will be by bank transfer.
- 8.3 You will be invoiced in full (unless otherwise agreed in writing) upon signing the Subscription Order and upon each extension, if applicable. Payment is due within 7 days of the invoice date.

9. ACCOUNTS & ACCESS

- 9.1 You are ultimately responsible for the actions of all your Data Users and ensuring that they comply fully with your Subscription Order. If any Data User is in breach, Beauhurst reserves the right to terminate your Subscription and/or their access to the Beauhurst Platform, and initiate any other action, legal or otherwise, it deems appropriate to protect its interests and safeguard the Beauhurst Platform.
- 9.2 You must keep and ensure that your Users keep all Account information secure and confidential. Users are forbidden from giving anyone else (including a Team member) access to their Account. We reserve the right to monitor Account usage to prevent this.
- 9.3 You may request (but we are not obliged) to provide you with additional Accounts whenever you wish. Please ask your account manager if you wish to do this. We reserve the right to charge for the provision of additional Accounts.
- 9.4 Should you wish to transfer an existing Account to a new User (for example if someone leaves the Subscribing Organisation), please contact your account manager directly.
- 9.5 Accounts are reserved for employees of the Subscribing Organisation only.
- 9.6 Each Account must be under a single named individual's Subscribing Organisation's email address. Email addresses that are accessed by multiple people may not be used (for example operations@xzy.com).

- 9.7 To the extent that the Subscription Summary identifies any Subscribed Teams, only Users within those Teams may access and use the Beauhurst Platform and Beauhurst Data, and they may not grant or share access to the Beauhurst Platform and / or Beauhurst Data or make them available to any other person within your Subscribing Organisation.
- 9.8 You and your Users are strictly forbidden from granting or sharing access to the Beauhurst Platform except as expressly permitted in this Subscription Order. If you would like to grant access to a third party (for example in the case of a consultancy working for you) or other person who would otherwise be prohibited under this Subscription Order from having such access, you may ask us for permission, which we reserve the right to grant or deny in our sole discretion. No such person may obtain such access unless and until we have entered into a written agreement with you governing such access.
- 9.9 If you or any of your Users suspect that an Account has been compromised, or that Account details, data or any other information has been accessed or shared in breach of your Subscription Order, you must contact us in writing immediately and inform us of the relevant facts, and take all steps requested by us to remedy the situation.
- 9.10 We reserve the right to terminate or suspend an Account, multiple Accounts, or your Subscription and block access to the Beauhurst Platform with immediate effect if we decide (in our sole discretion) that you or any of your Users have failed to comply with any of the provisions of your Subscription Order. Should this be the case, you and your Users must continue to comply fully with the Subscription Order with respect to any permitted continuing access to the Beauhurst Platform and / or any Beauhurst Data still in your possession or the possession of any User.
- 9.11 For the avoidance of doubt, only human beings are permitted to be Users. Except in the case of Beauhurst API usage, programmatic or automated access to or use of the Beauhurst Platform is strictly prohibited. This includes, but is not limited to, any application of scraping software.
- 9.12 You and your Data Users may access and use the Beauhurst Platform and/or the Beauhurst Data strictly in accordance with this Subscription Order only and for no other purposes. No other rights are granted to you or your Data Users and any other use without our explicit prior written approval constitutes a breach of this Subscription Order.

10. ADDITIONAL FEATURES

- 10.1 Any Additional Features are included in your Subscription in our sole discretion.
- 10.2 There may be a charge for these Additional Features.
- 10.3 You may not remove any Additional Features during the course of your Subscription.

- 10.4 You acknowledge and understand that if you make any feature requests, suggestions, proposals, recommendations or other comments in respect of the Beauhurst Platform, including any features which we agree to provide as Additional Features ("**Feature Suggestions**"), you will not own or have any rights to or in respect of such Feature Suggestions and you hereby irrevocably assign with full title guarantee any and all such rights, including all relevant intellectual property rights (including in respect of copyright by way of present assignment of future rights), in or relating to such Feature Suggestions, to Beauhurst.

11. DATA POLICY

- 11.1 Please refer to our Data Policy which governs your access to and use of Beauhurst Data. We urge you to contact us if you are at all unsure about the limitations placed upon you by such Policy or if you are unsure about any aspect of the Data Policy. The Data Policy forms a part of this Subscription Order and you and your Data Users must comply with it at all times. Your access and your Users' access to the Beauhurst Platform is conditional upon such compliance.
- 11.2 You may not systematically access, download, copy, store, Publish, or share Beauhurst Data with a view to creating or compiling any form of comprehensive collection, compilation, directory or database or any product or service that is directly or indirectly competitive with any product or service of ours, including, for the avoidance of doubt, in relation to putting any Beauhurst Data into any CRM application. In addition, you may not encourage or facilitate any other party to do the same.
- 11.3 Upon termination or expiry of your Subscription Order, howsoever caused,
- (a) You and your Data Users no longer have any right to use Beauhurst Data; and
 - (b) You must also delete and ensure that every Data User deletes any and all Beauhurst Data that obtained from Beauhurst through whatever means (except in the case of data that has been Published in accordance with the Data Policy).
 - (c) You must provide to us, within 20 working days of the termination or expiry of your Subscription Order, a notice signed by an authorised member of the Subscribing Organisation confirming each of the matters set out in paragraphs 11.3(a) and (b) above, in materially the form set out in Schedule 2 (a "**Data Deletion Notice**"). If a Data Deletion Notice is not provided within 20 working days, we reserve the right to treat your subscription as having renewed on our current pricing plan by notice to you in writing. If we so notify you, your Fee and Term will update accordingly and we shall invoice you and you will pay our invoices in accordance with the paragraph 5.
- 11.4 If a Data User ceases to be an employee of the Subscribing Organisation, you must ensure that they are no longer able to, and do not, access the Beauhurst Platform and / or any Beauhurst Data.

11.5 You hereby agree to indemnify us in relation to any claim, expense, liability, damages, costs and / or other losses (including legal fees) incurred by us and arising from any breach by you or your Data Users of the Subscription Order. This shall be without prejudice to any other action Beauhurst may be entitled to take against you in the event of a breach. You will still be liable for any outstanding Fees.

11.6 Without prejudice to any other provision of this Subscription Order, you acknowledge and agree that any threatened or actual breach by you of this paragraph 11 and / or the Data Policy would be a material breach of this Subscription Order and could cause irreparable injury or harm to us for which monetary damages would be an inadequate remedy. In such case, without prejudice to any other legal or equitable remedies available to us, you agree that we may seek specific performance or other equitable (including injunctive) relief in respect of such threatened or actual breach, without the necessity of proving actual damages and without the necessity of posting any security, whether to stop any breach or avoid any future breach.

12. EXPORTS

12.1 Subject to any conditions detailed in your Subscription Order, you may be given an Export Allowance.

12.2 The Export Allowance detailed in your Subscription Summary is your total allowance for each calendar month and applies across the whole of the Subscription, not to individual Accounts.

12.3 For the avoidance of doubt, any Beauhurst Data that is exported via the Export Allowance is governed in accordance with the Data Policy.

12.4 The Export Allowance is reset at the beginning of each calendar month. If the Start Date is mid-way through a month, a full Export Allowance for that month will be granted and it will not be on a pro rata basis.

12.5 If you reach the limit of your Export Allowance, you will not be able to use any more Export Credits until the first day of the next calendar month. (Please note that if you wish to request further Export Credits in the meantime, you should contact your account manager directly. We reserve the right to agree or to decline to provide further Export Credits and, where we agree, to charge an additional sum for them.)

12.6 Export Credits have no monetary value and are not transferable.

13. OUR LIABILITY TO YOU

13.1 Nothing in these Terms limits or excludes our liability for:

- (a) death or personal injury caused by our negligence;
 - (b) fraud or fraudulent misrepresentation; or
 - (c) any other matters in respect of which liability may not be limited or excluded.
- 13.2 Subject to paragraph 13.1, we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with a Subscription Order or otherwise for:
 - (a) any loss of profits, sales, business, or revenue;
 - (b) loss or corruption of data, information or software;
 - (c) loss of business opportunity;
 - (d) loss of anticipated savings;
 - (e) loss of goodwill; or
 - (f) any indirect or consequential loss.
- 13.3 Subject to paragraph 13.1, our total liability to you in respect of any and all claims, expenses, liabilities, damages, costs and / or other losses arising under or in connection with a Subscription Order or otherwise, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the greater of: (i) £5,000 and (ii) the Fees paid by you over the previous 12 month period.
- 13.4 Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to a Subscription Order (or, for the avoidance of doubt, the Beauhurst Platform and the Beauhurst Data). Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that a Subscription is suitable for your purposes.
- 13.5 You are responsible for ensuring that your systems and any and all devices used to access the Beauhurst Platform are virus-free and kept free from any technologically harmful code, content or other material of any kind. Save as otherwise expressly required by law, we will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful code, content or material that may infect your computer equipment, computer programs, data or other proprietary material in connection with your use of our Web Site or to your downloading of any content on it, or on any website linked to it.
- 13.6 We assume no responsibility for the content of websites linked on our Web Site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

14. THIRD PARTY LIABILITIES

- 14.1 Certain information or other content on the Beauhurst Platform may be made available to us under licence and any intellectual property or other rights in such content may therefore belong to third parties.
- 14.2 Any breach of your Subscription Order may cause us to breach our agreements with these third parties. To the extent that the acts or omissions of you and / or your Data Users make us liable to them, you hereby agree to reimburse us to the full extent of any such liability on an indemnity basis, which you acknowledge and agree may be significant and far exceed the value of your Subscription Order with us.
- 14.3 For the avoidance of doubt, in the event that we determine, in our sole discretion, that you have fully adhered to your Subscription Order and that your actions did not contribute to any third party action, we will indemnify you against any action from such third party suppliers.
- 14.4 Liability under this indemnity is further conditioned on you discharging the following obligations. If any third party makes a claim, or notifies you of an intention to make a claim, against you which may give rise to a liability under the indemnity described in paragraph 14.3 (a **Claim**), you shall:
- (a) within 7 days, give written notice of the Claim to us, specifying the nature of the Claim in reasonable detail;
 - (b) not make any admission of liability, agreement or compromise in relation to the Claim without our prior written consent;
 - (c) give us and our professional advisers access at reasonable times (on reasonable prior notice) to your premises and your officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within your power or control, so as to enable us and our professional advisers to examine them and to take copies (at our expense) for the purpose of assessing the Claim; and
 - (d) be deemed to have given to us the sole authority to avoid, dispute, compromise or defend the Claim.

15. LINKING TO OUR WEB SITE

- 15.1 Subject to the following provisions of this paragraph 15, you may link to our Web Site, provided you do so in a way that complies with the law, and does not take a form likely to damage our reputation or otherwise cause confusion in the mind of a reasonable user as to the identity of you versus us.
- 15.2 You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

15.3 You must not establish a link to our home page in any website that is not owned by you.

15.4 We reserve the right to withdraw linking permission without notice and in the event that we withdraw such permission, you agree to immediately remove all links to our Web Site.

16. PRIVACY & COOKIES

We use cookies and other tracking technologies, as described in our [Web Site Privacy Notice](#) and [Cookie Policy](#), as updated by us from time to time. You are responsible for ensuring that you and your Users are familiar with such policies.

17. EVENTS OUTSIDE OUR CONTROL

17.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Subscription Order that is caused by an Event Outside Our Control.

17.2 An "**Event Outside Our Control**" means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

17.3 If an Event Outside Our Control takes place that affects the performance of our obligations under a Subscription Order:

- (a) we will contact you as soon as reasonably possible to notify you; and
- (b) our obligations under a Subscription Order will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control prevents you from accessing or using the Beauhurst Platform for more than a negligible period, we will arrange for you to be refunded for the affected period.

18. COMMUNICATIONS BETWEEN US

18.1 When we refer in this Subscription Order to "in writing", this includes email.

18.2 Any notice or other communication given by you to us, or by us to you, under or in connection with the Subscription Order shall be in writing and shall be delivered personally, sent by pre-paid first-class post or other next working day delivery service or e-mail.

- (a) A notice or other communication shall be deemed to have been received: if delivered personally, when left at our registered office; if sent by pre-paid first-class post or other

next working day delivery service, at 9.00 am on the second Business Day after posting or if sent by e-mail, on the next Business Day after transmission.

- (b) In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to sg@beauhurst.com.
- (c) The provisions of this paragraph 18 shall not apply to the service of any proceedings or other documents in any legal action.

19. CONFIDENTIALITY

19.1 Each party undertakes to the other (the “**disclosing party**”) in relation to Confidential Information of the other:

- (a) to keep confidential all Confidential Information;
- (b) not to disclose Confidential Information without the other’s prior written consent to any other person except those of its representatives who have a need to know the Confidential Information; and
- (c) not to use Confidential Information except for the purposes of performing its obligations under this Subscription Order;

19.2 Paragraph 19.1 does not apply to Confidential Information to the extent that it is or was:

- (a) already in the possession of the other party from a source other than the disclosing party and free of any obligation of confidentiality on the date of its disclosure;
- (b) in the public domain other than as a result of a breach of this paragraph 19;
- (c) required to be disclosed:
 - (i) pursuant to applicable laws, or the requirements of any government body or relevant regulatory authority, or the rules of any exchange on which the securities of a party are or are to be listed; or
 - (ii) in connection with proceedings before a court of competent jurisdiction or under any court order of such a court or for the purpose of receiving legal advice, but only to the extent and for the purpose of that disclosure.

19.3 The Subscribing Organisation undertakes to keep all Beauhurst Data confidential and to only disclose it:

- (a) as specifically authorised by this Subscription Order;
- (b) with the written consent of Beauhurst;
- (c) as required by applicable laws; or

- (d) as strictly necessary in connection with proceedings before a court of competent jurisdiction or under any court order of such a court or for the purposes of receiving legal advice.
- 19.4 Without prejudice to any of our other rights or remedies, the Subscribing Organisation acknowledges and agrees that damages would not be an adequate remedy for any breach of this paragraph 19 and the remedies of injunction, specific performance and other equitable relief are appropriate for any threatened or actual breach of this provision and no proof of special damages shall be necessary for the enforcement of the rights under this paragraph 19.

20. SUBSCRIBING ORGANISATION'S MARKS

- 20.1 If (and only if) you give us explicit permission in writing, we may use your logo or other trade mark in our marketing material for the duration of your Subscription to show that you are a client.
- 20.2 You may request that certain exportable material downloaded from the Beauhurst Platform is branded with your logo or mark. Please note that there may be a charge for this service. In such circumstances, you hereby grant us a non-exclusive licence to use your logo or mark on any such material so generated and you hereby indemnify us and agree to keep us indemnified against all claims, expenses, liabilities, damages, costs and / or other losses should there be any claim that your logo or other trade mark infringes any intellectual property rights belonging to a third party.

21. INTELLECTUAL PROPERTY RIGHTS

- 21.1 We are the owner or the licensee of all intellectual property rights in or relating to the Beauhurst Platform, and in the material published on it. They are protected by copyright and other intellectual property laws and treaties around the world. All such rights are reserved.
- 21.2 "Beauhurst" is a UK and US registered trade mark of Business Funding Research Limited. You may not use any trade mark of ours (or any confusingly similar trade mark) for any purpose except as expressly permitted by us in writing or under applicable law.

22. OTHER IMPORTANT TERMS

- 22.1 We may transfer our rights and obligations under a Subscription Order to another organisation, but this will not affect your rights or our obligations under this Subscription Order. We will always notify you if this happens.
- 22.2 Any Subscription Order is between you and us. Subject to paragraph 22.1 above, no other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

- 22.3 This Subscription Order supersedes any terms you may seek to impose via a purchase order or otherwise. No variation of this Subscription Order shall be effective unless it is in writing and agreed in writing by the parties or their authorised representatives.
- 22.4 Each of the paragraphs of this Subscription Order operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect and any affected provision will be replaced by an alternative lawful provision which is as close as possible substantively to the affected provision.
- 22.5 If we fail to insist that you perform any of your obligations under this Subscription Order, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 22.6 This Subscription Order and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

SCHEDULE 1

DATA POLICY

Beauhurst's Data Policy falls into three parts:

1. GDPR
2. Use of email addresses obtained from the Beauhurst platform
3. Data usage rights

PART 1

1. GDPR

We need to make sure that your and our processing of the Beauhurst Data complies with the requirements of the General Data Protection Regulation (EU) 2016/679 (the "**EU GDPR**"), the EU GDPR as incorporated into UK national law by virtue of the European (Withdrawal) Act 2018 (the "**UK GDPR**") and the Data Protection Act 2018.

This Policy, together with our Terms, forms part of your Subscription Order. It comprises a balanced set of terms to support the assessment that our sharing of Beauhurst Data with you is in your and our legitimate interests and does not unduly prejudice the rights and freedoms of individuals to whom the Platform Personal Data relates. If you have any questions about it, please email our [Data Protection Officer](#).

1.1. **Definitions:** In this Data Policy, the following terms shall have the following meanings (any definitions not found here will be in the main Terms):

- (a) "**Applicable Data Protection Law**" means all worldwide data protection and privacy laws and regulations applicable to the personal data in question, including, where applicable, UK Data Protection Law, the EU GDPR and the EU e-Privacy Directive (Directive 2002/58/EC).
- (b) "**clause**" means a clause of this Data Policy.
- (c) "**controller**", "**processor**", "**data subject**", "**processing**" (and "**process**") and "**special categories of data**" shall have the meanings given in UK Data Protection Law.
- (d) "**Data Usage Tier**" means one of the four tiers outlined in Part 3 of this Data Policy which determines the extent of your usage rights in relation to Beauhurst Data, including Platform Personal Data.
- (e) "**GDPR**" means the EU GDPR and the UK GDPR.

- (f) **"Party"** means you or Beauhurst, as party to a Subscription Order comprising the Beauhurst Terms and this Data Policy.
 - (g) **"Permitted Purpose"** is as defined in clause 1.2 below.
 - (h) **"personal data"** means any information relating to an identified or identifiable natural person (a data subject). This is one who can be identified, directly or indirectly, in particular by reference to an identifier.
 - (i) **"Platform Personal Data"** is any personal data made available to you via the Beauhurst Platform, as further described in Annex I below.
 - (j) **"UK Data Protection Law"** means:
 - (i) the UK GDPR;
 - (ii) the Privacy and Electronic Communications (EC Directive) Regulations 2003; and
 - (iii) the Data Protection Act 2018.
- 1.2. **Disclosure of data:** Beauhurst will make available to you via the Beauhurst Platform certain personal data as further described in Annex I (the **Platform Personal Data**) to process strictly in accordance with the Data Usage Tier outlined in your Subscription (and subject to any restrictions outlined in Part 3) or as otherwise agreed in writing between Beauhurst and you (the **"Permitted Purpose"**).
- 1.3. **Relationship of the parties:** You acknowledge that Beauhurst is a controller of the Platform Personal Data made available via the Beauhurst Platform, and that you will process the Platform Personal Data as a separate and independent controller strictly for the Permitted Purpose. In no event will Beauhurst and You process the Platform Personal Data as joint controllers.
- 1.4. **Legitimate Interests:** The Parties acknowledge that for the purposes of UK Data Protection Law, the legal basis on which Beauhurst will facilitate access by you to the Platform Personal Data is the legitimate interests pursued by Beauhurst in building and operating its business of providing insights into UK companies and the surrounding ecosystem as well as those pursued by the Subscribing Organisation which may wish to invest in, or offer professional services or funding opportunities to such companies.
- 1.5. **Compliance with law:** Each of Beauhurst and you shall be separately responsible for complying with the obligations that apply to it as a controller under Applicable Data Protection Law.
- 1.6. **Prohibited data:** We shall not disclose any special categories of personal data to you for processing.
- 1.7. **International transfers:** Transfer of Platform Personal Data occurs whenever a User accesses the Beauhurst Platform.

Subscribing Organisation based in the EEA/UK: you shall not transfer the Platform Personal Data (nor permit the Platform Personal Data to be transferred) outside of the European Economic Area ("EEA") and/or the United Kingdom ("UK") unless you take such measures as are necessary to ensure the transfer is in compliance with Applicable Data Protection Law.

Subscribing Organisation based outside the EEA/UK: If you are based outside the EEA/UK in a country that has not been deemed as ensuring adequate data protection within the meaning of Article 45 of the GDPR, you agree that the Standard Contractual Clauses (2021/914/EC) Module 1 ("**Standard Contractual Clauses**") and the ICO's UK Addendum to the Standard Contractual Clauses ("**UK Addendum**") shall be incorporated by reference into your Subscription Order. For the purposes of populating the Appendices to the Standard Contractual Clauses and UK Addendum, the required information will be as set out in the Annexes to this Data Policy. In the event of any conflict between the Data Policy and the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail. In the event of any conflict between the Data Policy and the UK Addendum, the UK Addendum shall prevail.

For the purposes of Clause 11 of the Standard Contractual Clauses ("Redress"), the optional Clause (which reads as follows: "*The data importer agrees that data subjects may also lodge a complaint with an independent dispute resolution body at no cost to the data subject. It shall inform the data subjects, in the manner set out in paragraph (a), of such redress mechanism and that they are not required to use it, or follow a particular sequence in seeking redress.*") is hereby deleted.

For the purposes of Clause 17 of the Standard Contractual Clauses ("Governing law"), the parties agree that this shall be the law of Ireland.

For the purposes of Clause 18 of the Standard Contractual Clauses ("Choice of forum and jurisdiction"), the parties agree that those shall be the courts of Ireland.

For the purposes of Clause 17 of the UK Addendum, the parties agree that the Approved Addendum (as defined in the UK Addendum) shall be populated by reference to this Data Policy and its Annexes and that any changes in formatting (including for the avoidance of doubt with respect to Part 1: Tables) shall not adversely affect the validity of the Subscription Order or the compliance with Applicable Data Protection Law of any international transfers of personal data made thereunder. The parties hereby acknowledge and agree that any such formatting changes do not reduce the standard of Appropriate Safeguards (as defined in the UK Addendum) provided.

For the purposes of Clause 19 of the UK Addendum, the parties agree that the Exporter shall be entitled to terminate the Addendum by providing written notice of the same to the Importer.

- 1.8. **Security:** You shall implement appropriate technical and organisational measures to protect the Platform Personal Data (i) from accidental or unlawful destruction, and (ii) loss, alteration,

unauthorised disclosure of, or access to the Platform Personal Data (a "**Security Incident**"). Such measures shall include, as appropriate:

- (a) the pseudonymisation and encryption of personal data;
- (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- (c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
- (d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

- 1.9. **Subcontracting:** You shall not allow access to Platform Personal Data to any person outside the Subscribing Organisation without our prior written consent, unless you are on data Tiers 2 or 3 that allow you to share Platform Personal Data with Clients without our prior written consent, but restrictions must be adhered to (see Part 3).
- 1.10. **Cooperation:** In the event that either Party receives any correspondence, enquiry or complaint from a data subject, regulator or other third party ("**Correspondence**") related to (a) the disclosure of the Platform Personal Data by Beauhurst to you for the Permitted Purpose; or (b) processing of the Platform Personal Data by the other Party or by a Client of a Subscribing Organisation, it shall promptly inform the other Party giving full details of the same, and the Parties shall cooperate reasonably and in good faith in order to respond to the Correspondence in accordance with any requirements under Applicable Data Protection Law.
- 1.11. **Security incidents:** Upon becoming aware of a Security Incident, you shall inform us without undue delay. You shall further take all such measures and actions as are necessary to remedy or mitigate the effects of the Security Incident and shall keep us informed of all developments in connection with the Security Incident. Each Party agrees to provide reasonable assistance to the other to facilitate the handling of any Security Incident in an expeditious and compliant manner.
- 1.12. **Deletion of Platform Personal Data:** Further to paragraph 11.3 of the Terms, upon termination or expiry of this Agreement, you shall destroy all Platform Personal Data (including all copies of the Platform Personal Data) in your possession or control (including any Platform Personal Data disclosed to a third party outside the Subscribing Organisation, if your Data Tier permits such disclosure or we have consented to such disclosure). This requirement shall not apply to the extent that you are required by any EU (or any EU Member State) law or UK law to retain some or all of the Platform Personal Data, in which event you shall securely isolate and protect the Platform Personal Data from any further processing except to the extent required by such law. For the avoidance of doubt, this clause 1.12 shall not apply to Platform Personal Data which is processed by you in connection with you entering into a direct relationship with a company on the Beauhurst Platform for investment purposes or the provision of professional services (including in the context of any enquiries by the company in respect of such investment or services).

- 1.13. **Audit:** Should we have reasonable cause, you shall permit us (or our appointed third party auditors) to audit your compliance with this Data Policy, and shall make available to us all information, systems and staff necessary for us (or our third party auditors) to conduct such audit.

PART 2

2. USE OF EMAIL ADDRESSES OBTAINED FROM THE BEAUHURST PLATFORM

We provide business email addresses on the Beauhurst Platform so that you can directly approach the individuals to whom those business email addresses relate. Since the communication (by whatever means) of advertising or marketing material directed to particular individuals is defined as “direct marketing” (even if you are not explicitly selling something), you must be compliant with any applicable rules pertaining to email marketing, as well as Applicable Data Protection Law. Further, to enable us to support the assessment that the disclosure of such email addresses to you (and your subsequent use of those email address) is not unduly prejudicial to the rights and freedoms of the individuals to whom the email addresses relate, you must comply with each of the requirements below.

- 2.1. You are forbidden from using email addresses from the Beauhurst Platform to email more than 5 people in a single send (“**Mailshots**”). This is to ensure that any contact that you make is direct and deliberate, and you must ensure that this is the case. Further, if you have not received a response, you shall not contact an individual more than 4 times and you shall ensure that there is at least 4 days interval between one email to an individual and the next email to the same individual.
- 2.2. You must identify yourself in any email you send and include contact details, ideally a postal address, active email address, and a phone number.
- 2.3. You must include in each email a clear and simple way for anyone you email to opt out of your communications.
- 2.4. If someone objects to or opts out of your marketing, you must immediately add them to a ‘do not contact’ list and stop communications with them. You must screen all your marketing against this list to make sure you don’t contact anyone who has opted out.
- 2.5. You must ensure that you are fully compliant with any Applicable Data Protection Laws, including where applicable [European Directive 2002/58/EC](#), also known as ‘the e-privacy Directive’ (and any and all applicable national data protection laws made under or pursuant to such Directive). It is your responsibility to keep up to date with any changes in the law, in particular following the introduction of the proposed new e-Privacy Regulation, which is due to replace European Directive 2002/58/EC.

PART 3**3. DATA USAGE RIGHTS**

Access to the Beauhurst Platform is based on four Data Usage Tiers. Please only refer to the tier that pertains to your Subscription, as outlined in the Subscription Summary. You may not access or use the Beauhurst Platform and / or the Beauhurst Data or permit any Data User to access or use the Beauhurst Platform or the Beauhurst Data in breach of the Data Usage Tier applicable to your Subscription.

[Tier Zero: User Use Only](#)

[Tier One: Internal Use](#)

[Tier Two: Client Use](#)

[Tier Three: Marketing Use](#)

3.1. Definitions: In this Part 3, the following terms shall have the following meanings (any definitions not found here are in the main Terms):

- (a) **Accelerator** means any organisation that runs an accelerator programme profiled on the Beauhurst Platform;
- (b) **Activity** means any notable action or event performed by or in respect of an Entity, as included on the Beauhurst Platform, including, but not limited to, a transaction, the publication of a news article, an accelerator attendance, and / or the appointment of a new key Person;
- (c) **Client** means any of your customers or bona fide prospective customers;
- (d) **Company** means a commercial business profiled on the Beauhurst Platform;
- (e) **Entity** means an organisation profiled on the Beauhurst Platform including, but not limited to, a Company, Fund or Accelerator.
- (f) **Fund** means an investment organisation, including (but not limited to) private equity firms, venture capital firms, and hedge funds, that is profiled on the Beauhurst Platform;
- (g) **Person** means any named individual on the Beauhurst platform, including but not limited to any director, shareholder, or Company employee;

3.2. **Tier Zero: User Use Only**

Individual Users may use Beauhurst Data, including any Platform Personal Data, subject to the following restrictions:

- (a) You must ensure that Platform Personal Data is only used and shared in a manner which is compliant with Applicable Data Protection Law;
- (b) Only a User may access Beauhurst Data on the Beauhurst Platform and each User may only share or make available Beauhurst Data with other active Users on Your Subscription. These rights are subject to paragraph 9.7 of the Terms, so where any Subscribed Teams are identified in the Subscription Summary, Beauhurst Data may not be accessed, used, shared or made available by or with anyone outside of such Subscribed Teams.

3.3. **Tier One: Internal Use**

You have rights to use Beauhurst Data, including any Platform Personal Data, within your Subscribing Organisation, subject to the following restrictions:

- (a) You must ensure that Platform Personal Data is only used and shared in a manner which is compliant with Applicable Data Protection Law;
- (b) Anyone to whom you make Beauhurst Data available (including Data Users) or with whom you share it must be explicitly made aware of (and adhere to) the restrictions in place in respect of your rights to use that information and is strictly forbidden from making it available or sharing it with anyone outside of the Subscribing Organisation. It is your responsibility to ensure this is the case, and Beauhurst shall treat any breach of this rule and/or Applicable Data Protection Law by any person who has been provided with Beauhurst Data as if such breach had been committed by you or your Data Users directly. These rights are subject to paragraph 9.7 of the Terms, so where any Subscribed Teams are identified in the Subscription Summary, Beauhurst Data may not be accessed, used, shared or made available by or with anyone outside of such Subscribed Teams.

3.4. Tier Two: Client Use

- (a) You must ensure that Platform Personal Data is only used and shared in a manner which is compliant with Applicable Data Protection Law;
- (b) You have rights to use Beauhurst Data, including any Platform Personal Data, within your Subscribing Organisation subject to the following restrictions:
 - (i) Anyone to whom you make Beauhurst Data available (including Data Users) or with whom you share it must be explicitly made aware of (and adhere to) the restrictions in place in respect of your rights to use that information and is strictly forbidden from making it available or sharing it with anyone outside of the Subscribing Organisation. It is your responsibility to ensure this is the case, and Beauhurst shall treat any breach of this rule and/or Applicable Data Protection Law by any person who has been provided with Beauhurst Data as if such breach had been committed by you or your Data Users directly. These rights are subject to paragraph 9.7 of the Terms, so where any Subscribed Teams are identified in the Subscription Summary, Beauhurst Data may not be accessed, used, shared or made available by or with anyone within your Subscribing Organisation but outside of such Subscribed Teams.
- (c) You have rights to make available and share ("**share**") Beauhurst Data, which includes Platform Personal Data, with your Clients subject to the following restrictions:
 - (i) Sharing of Beauhurst Data is done on a one-to-one basis with each Client and is not Published, shared or otherwise made available in any fashion whatsoever (for example through a marketing email or used in a seminar or conference);
 - (ii) The information being shared is directly relevant to the Client in question and to your particular engagement with them;
 - (iii) You cannot, unless agreed otherwise with Beauhurst in writing, sell any Beauhurst Data to a Client – no transaction may take place in exchange for any Beauhurst Data, and (as outlined in paragraph 9.8 of the Terms) you must not grant or allow any Client to have access to the Beauhurst Platform;
 - (iv) You may not provide Beauhurst Data, which includes Platform Personal Data, to a Client for their own marketing or lead-generation purposes, or permit any Client to use Beauhurst Data for such purposes;
 - (v) Clients must not themselves or through any other party use or permit the use of email addresses from the Platform to contact any Persons;
 - (vi) You shall procure that, in respect of any processing of Beauhurst Data by a Client, the Client shall comply with all Applicable Data Protection Laws;

- (vii) You shall procure that, in respect of any processing of Beauhurst Data by a Client, the Client shall delete all Beauhurst Data either at the termination of your Subscription to Beauhurst or at the end of your relationship with the Client, whichever is soonest;
- (viii) Anyone to whom you make Beauhurst Data available (including Data Users) or with whom you share it must be explicitly made aware of (and you must require them in writing to adhere to) the restrictions set out in this Data Policy. This must include a strict prohibition on sharing Beauhurst Data with anyone else, including within the Client's own organisation. It is your responsibility to ensure this is the case, and Beauhurst shall treat any breach of this rule and/or Applicable Data Protection Law by any person who has been provided with Beauhurst Data as if such breach had been committed by you or your Data Users directly.

3.5. **Tier Three: Marketing Use**

- (a) You have rights to use Beauhurst Data, including any Platform Personal Data, within your Subscribing Organisation subject to the following restrictions:
 - (i) You must ensure that Platform Personal Data is only used and shared in a manner which is compliant with Applicable Data Protection Law;
 - (ii) Anyone to whom you make Beauhurst Data available (including Data Users) or with whom you share it must be explicitly made aware of (and adhere to) the restrictions in place in respect of your rights to use that information and is strictly forbidden from making it available or sharing it with anyone outside of the Subscribing Organisation. It is your responsibility to ensure this is the case, and Beauhurst shall treat any breach of this rule and/or Applicable Data Protection Law by any person who has been provided with Beauhurst Data as if such breach had been committed by you or your Data Users directly. These rights are subject to paragraph 9.7 of the Terms, so where any Subscribed Teams are identified in the Subscription Summary, Beauhurst Data may not be accessed, used, shared or made available by or with anyone within your Subscribing Organisation but outside of such Subscribed Teams.
- (b) You have rights to make available and share ("**share**") Beauhurst Data, which includes Platform Personal Data, with your Clients subject to the following restrictions:
 - (i) Sharing of Beauhurst Data is done on a one-to-one basis with each Client and is not broadcast in any fashion whatsoever (for example through a marketing email or used in a seminar or conference);
 - (ii) The information being shared is directly relevant to the Client in question and to your particular engagement with them;
 - (iii) You cannot, unless agreed otherwise with Beauhurst in writing, sell any Beauhurst Data to a Client – no transaction may take place in exchange for any Beauhurst Data, and (as outlined in paragraph 9.8 of the Terms) you must not grant or allow any Client to have access to the Beauhurst Platform;
 - (iv) You may not provide Beauhurst Data, which includes Platform Personal Data, to a Client for their own marketing or lead-generation purposes, or permit any Client to use Beauhurst Data for such purposes;
 - (v) Clients must not themselves or through any other party use or permit the use of email addresses from the Platform to contact any Persons;
 - (vi) You shall procure that, in respect of any processing of Beauhurst Data by a Client, the Client shall comply with all Applicable Data Protection Laws;

- (vii) You shall procure that, in respect of any processing of Beauhurst Data by a Client, the Client shall delete all Beauhurst Data either at the termination of your Subscription to Beauhurst or at the end of your relationship with the Client, whichever is soonest;
 - (viii) Anyone to whom you make Beauhurst Data available (including Data Users) or with whom you share it must be explicitly made aware of (and you must require them in writing to adhere to) the restrictions set out in this Data Policy. This must include a strict prohibition on sharing Beauhurst Data with anyone else, including within the Client's own organisation. It is your responsibility to ensure this is the case, and Beauhurst shall treat any breach of this rule and/or Applicable Data Protection Law by any person who has been provided with Beauhurst Data as if such breach had been committed by you or your Data Users directly.
- (c) You have additional rights to Publish Beauhurst Data subject to the following limitations:
 - (i) You may not Publish any Platform Personal Data under any circumstances;
 - (ii) You will not Publish more frequently than once per week on average over any three-month period;
 - (iii) Each time you Publish, you may not individually identify more than ten Entities or Activities;
 - (iv) Each time you Publish, you may not use more than five pieces of aggregate data or statistics derived from the Beauhurst Platform;
 - (v) Anything that is Published must be clearly attributed to Beauhurst (including a link back to beauhurst.com);
 - (vi) Anything that you Publish must strictly be for your own activities – you are forbidden from using Beauhurst to undertake any marketing/PR/associated activities for another brand or business.

If you're ever unsure about what you can share or Publish, or if you want to exceed the limits detailed above, please do get in touch with us to discuss.

ANNEX I

A. LIST OF PARTIES

Data exporter(s): [Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union]

1. Name: Business Funding Research Ltd
Address: Fourth Floor, Brixton House, 385 Coldharbour Lane, London, SW9 8GL.
Official registration number: 07312969
Contact person's name, position and contact details: Nina Coldham, Data Protection Officer, dataprotection@beauhurst.com
Activities relevant to the data transferred under these Clauses: Provision of Beauhurst Data via the Beauhurst Platform
Signature and date: Set out in signature block below
Role (controller/processor): Controller

Data importer(s): [Identity and contact details of the data importer(s), including any contact person with responsibility for data protection]

2. Name: As set out in the Subscription Summary
Address: As set out in the Subscription Summary

Contact person's name, position and contact details: As set out in the Subscription Summary
Activities relevant to the data transferred under these Clauses: Provision of Beauhurst Data via the Beauhurst Platform
Signature and date: Set out in signature block below
Role (controller/processor): Controller

B. DESCRIPTION OF DATA ACCESSED VIA THE BEAUHURST PLATFORM

Data subjects

The Platform Personal Data accessed concern the following categories of data subjects:

- Directors, shareholders and employees of companies on the platform, and individuals involved in the ecosystem (funds, accelerators, universities) included within the Beauhurst Platform.

Categories of data

The Platform Personal Data accessed concern the following categories of data:

- Details pertaining to businesses on the Beauhurst Platform, including but not limited to: names, business contact details (business email address, business telephone number), job title, details of shareholdings, and details of company directorships.

Sensitive data (if appropriate)

The Platform Personal Data accessed do not concern any categories of sensitive data.

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis)

Continuous basis.

Nature of the processing

Collection, recording, structuring, organisation, retrieval and access.

Purposes of the transfer(s)

Access is for the following purpose:

- To facilitate usage by the Subscribing Organisation in accordance with the Data Usage Tier identified in its Subscription Summary and further described in Part 3 of the Data Policy.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period.

For the duration of this Subscription Order.

Recipients

Subject always to the provisions of this Subscription Order, the Platform Personal Data accessed may be disclosed only to the following recipients or categories of recipients:

- **Subscribing Organisation:** Users (as defined in the Subscription Order) duly authorised by the Subscribing Organisation to have access to Beahurst Data for the Permitted Purpose and employees at a Subscribing Organisation if the Subscribing Organisation is on Data Tiers 1, 2 or 3
- **Public bodies and law enforcement authorities:** Duly authorized staff at public bodies and law enforcement authorities who make enquiries of the Subscribing Organisation in accordance with applicable law.
- **Clients of Subscribing Organisation** If a Subscribing Organisation is on Data Tier 2 or 3 it may share Platform Personal Data with its Clients. This can only be done on a one to one basis subject to certain restrictions being imposed on the Client in accordance with Part 3 of this Data Policy.

C. COMPETENT SUPERVISORY AUTHORITY

As set out in Clause 13 of the Standard Contractual Clauses.

Data protection registration information of Beahurst (where applicable)

- Information Commissioner Registration Number for Business Funding Research Limited (trading as Beahurst): Z291194X

Contact points for data protection enquiries

Nina Coldham

Email: dataprotection@beauhurst.com

ANNEX II

TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

- Measures of pseudonymisation and encryption of personal data
- Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services
- Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident
- Measures for user identification and authorisation
- Measures for the protection of data during storage
- Measures for ensuring physical security of locations at which personal data are processed
- Measures for ensuring events logging
- Measures for internal IT and IT security governance and management
- Measures for ensuring limited data retention
- Measures for ensuring accountability
- Measures for ensure appropriate data security & protection training for relevant individuals

SCHEDULE 2 DATA DELETION NOTICE

From :
[Subscribing Organisation]
[Address]

To: Business Funding Research Limited

Data Deletion Notice

I, [Full Name] of [Subscribing Organisation] STATE as follows:

1. I am the Director of and duly authorised by [Subscribing Organisation] to make this statement on its behalf.
2. All Beauhurst Data that [Subscribing Organisation] has obtained from the Beauhurst Platform through whatever means has been deleted (except in the case that data has been Published in accordance with the Data Policy),
3. Beauhurst Data is no longer used by the Subscribing Organisation or any Data Users.

I confirm that the statements set out above are true.

[Name]

[Date]