(1)	**EQUIFAX LIMITED**	
	- and -	
(2)	**[CUSTOMER]**	

MASTER SERVICES AGREEMENT

relating to

INFORMATION SERVICES

Commented [TM1]: BEFORE SENDING A COPY OF THIS AGREEMENT TO A CUSTOMER, PLEASE ENSURE THAT:

- ALL HIGHLIGHTED SECTIONS ARE COMPLETED
- ALL SQUARE BRACKETS HAVE BEEN REMOVED
- ALL COMMENTS HAVE BEEN DELETED

DO NOT MAKE ANY CHANGES TO THIS AGREEMENT OTHER THAN WHERE HIGHLIGHTED. ONLY MEMBERS OF THE UK LEGAL TEAM MAY MAKE ADDITIONAL CHANGES TO THIS AGREEMENT.

If you are unsure about how to complete this Agreement, please do not use this document and, instead, submit a request to the UK Legal Team using the 'Legal Instruction Form', located within the Self-Serve folder: here

THIS AGREEMENT is made:

BETWEEN

(1)	**EQUIFAX LIMITED**, incorporated in England and Wales with company number: 2425920 whose registered office is at 1 Angel Court, London, EC2R 7HJ ("**Equifax**"); and
(2)	[**CUSTOMER**] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [INSERT] (the "**Customer**")

BACKGROUND

(A)	Equifax is a UK credit reference agency, authorised and regulated by the Financial Conduct Authority and engaged in the business of providing information, analytics, consulting and related services;
(B)	Equifax receives information relating to UK individuals and companies from a wide variety of third party sources in the public and private sectors, acting as a data controller of such data when held in Equifax's databases;
(C)	It would be impracticable and prohibitively expensive for Equifax (or any credit reference agency) to check the accuracy, currency or completeness of the data it holds;
(D)	Save for Equifax taking appropriate action in respect of errors in data notified to Equifax by any person from time to time, there is no expectation on the part of the Customer that Equifax has, can or will check the accuracy, currency or completeness of Output Data;
(E)	The Customer acknowledges that its correct use of the Information Services and protection of Output Data, as set out in more detail herein, are fundamentally important to Equifax's business and to Equifax supplying the Information Services and Output Data to the Customer;
(F)	The Customer wishes Equifax to provide services as set out in this Agreement on this basis; and
(G)	The parties intend that Services agreed between them from time to time will be set out in more detail in Statements of Work.

THE PARTIES agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, the following words and expressions shall have the following meanings:

"Acceptance"	confirmation (whether actual confirmation or deemed confirmation) in accordance with the Acceptance Procedure that the Delivery Mechanism or a Deliverable satisfies the Acceptance Criteria, and the words "Accept" and "Accepted" shall be construed accordingly;
"Acceptance Criteria"	the criteria against which the Delivery Mechanism or a Deliverable shall be tested for the purposes of achieving Acceptance, as set out in schedule 1;

"Acceptance Date"	the date on which the Delivery Mechanism or Deliverable (as applicable) is Accepted;
"Acceptance Notice"	the notice given (or deemed to have been given) by the Customer that the Delivery Mechanism or Deliverable (as relevant) has been Accepted;
"Acceptance Test"	the tests required to be successfully completed by Equifax or the Customer (as applicable) to demonstrate that the Delivery Mechanism or a Deliverable has met the Acceptance Criteria;
"Acceptance Procedure"	the procedure set out in Schedule 1;
"Agreement"	this agreement, including its Schedules;
"AI System"	a machine-based system designed to operate with varying levels of autonomy and that may exhibit adaptiveness after deployment and that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments;
"Applicable Law"	all laws, enactments (as interpreted in accordance with clause 1.2.5) rules, regulations, orders, regulatory policies, regulatory permits and licences, and any mandatory instructions or requests of a regulator, in each case which are in force from time to time, and in each case applicable to the activities of either party, including: (i) The Consumer Credit Acts 1974 and 2006; (ii) The Data Protection Laws; (iii) The Representation of the People (England and Wales) Regulations 2001 and The Representation of the People (England and Wales) (Amendment) Regulations 2002; (iv) The Financial Services and Markets Act 2000 and The Financial Services and Markets Act 2000 (Regulated Activities) (Amendment) (No.2) Order 2013; (v) Directive (EU) 2015/849 and the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017; (vi) The Companies (Disclosure of Address) Regulations 2009; (vii) The Bribery Act 2010;

	(viii) Rules made by the Steering Committee on Reciprocity; and (ix) The Modern Slavery Act 2015;
"Application Processing"	The design, creation, supply and/or use of standardised or adapted software applications (an "**Application**" or "**API**") (such as 'Decision Link', 'Decision Navigator' and 'Interconnect') in the delivery of the Services (Applications can be '*bespoke*' or '*off the shelf*' as defined in clauses 9.2 and 9.3 below);
"Bespoke Model"	any Model created by Equifax which has been specifically designed for the Customer;
"Business Day"	Monday to Friday except public holidays in England;
"Change"	any change to the Services or Delivery Mechanism, as set out in clause 6;
"Change Control Procedure"	the process set out in clause 6 for agreeing and implementing Changes;
"Charges"	the charges for the Services, calculated and paid in accordance with the provisions of clause 7 and as set out in more detail in a Statement of Work;
"Consultancy Services"	any services required to be provided by Equifax to design application processing tools, models, or establish the Customer's access to the Information Services, and any ongoing services the Customer may require (if Equifax agrees to provide such services) related to the Information Services, as set out in a Statement of Work;
"Confidential Information"	all proprietary or confidential information including know-how, intellectual property, ideas, designs, concepts, plans, data, customer details, supplier details, employee details, and other technical, financial or commercial information, together with all notes, records, extracts, copies, reproductions, or analysis of any such information, which (whether before, on or after the date of this Agreement and whether in oral, written, visual, electronic, or whatever form or on whatever media or by way of demonstrations or in any manner) is obtained directly or indirectly by or on behalf of the Receiving Party from or on behalf of the Disclosing Party and which is marked as confidential or which a reasonable person would consider to be confidential;
"Control"	has the meaning given to it in section 1124 of the Corporation Tax Act 2010, and "Controls"

	and “Controlled” will be construed accordingly;
“Customer Premises”	premises belonging to or in the control of the Customer or a Group Participant to which access is required by Equifax for the purposes of providing the Services;
“CRAIN”	the Credit Reference Agency (CRA) Information Notice, the industry standard privacy information policy adopted by the leading UK CRAs (a copy of which can be found here: https://www.equifax.co.uk/crain), and as may be updated from time to time;
“Data Protection Laws”	means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR and the Data Protection Act 2018, as each are updated from time to time, and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data and the privacy of electronic communications;
“Deliverables”	any output (in whatever form), including any document, reports, Specifications, software, databases, hardware, systems or materials, which are to be, or is, provided, created, developed or modified by or on behalf of Equifax during the performance of the Services. This term shall not include any output generated by the Customer as a result of utilising the Services, nor any Footprints;
“Delivery Mechanism”	the methods by which the Customer may access the Information Services, as further detailed in a Statement of Work;
“Dispute Resolution Procedure”	the procedure provided for in clause 16;
“Equifax Data”	any data Equifax uses in the course of the Services and to provide the Output Data;
“Equifax Security Requirements”	the requirements applicable to the Customer’s use and processing of any and all data accessed by it or provided to it by Equifax as part of the Information Services, as may be amended from time to time. The current version as at the date of this Agreement is set out in Schedule 5;
“Equifax Software”	any software application (including any Application) owned or licensed by Equifax which Equifax licenses to the Customer as part of the Delivery Mechanism, as set out in the Statement of Work;

“Footprint”	the record of all checks and searches undertaken in respect of an individual or organisation, including identification checks; credit references and debt collection matters;
“Force Majeure Event”	any event which affects the performance by a party of its obligations under this Agreement and arises from matters beyond its control, including acts of God, fire, flood, war, acts of terrorism, riot, civil commotion, governmental actions, labour disputes, provided that no matter will be considered to be beyond a party’s control if it arises as a result of that party’s failure to take reasonable care;
“Generic Model”	any Model supplied by Equifax to the Customer which has not been specifically designed for the Customer;
“Group”	means in relation to a company, that company, any subsidiary or holding company from time to time of that company and any subsidiary from time to time of a holding company of that company;
"Group Participants"	any subsidiary or any holding company from time to time of the Customer, and any subsidiary from time to time of a holding company of the Customer, who are entitled to benefit from the Services, as set out in the relevant Statement of Work;
"Information Services"	the provision of access to data by Equifax for the Permitted Purposes;
“Input Data”	any data provided by the Customer to Equifax to enable Equifax to perform the Services;
"Intellectual Property Rights"	all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights and all similar or equivalent rights or forms of protection in any part of the world, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights;
"Launch Date"	the start date for the supply of Information Services, being the first of: (i) the Customer’s Acceptance of the

	Delivery Mechanism; and (ii) the Customer's first using the Information Services; and (iii) the date (if any) set out in the relevant Statement of Work;
"Losses"	any and all losses, liabilities, expenses, claims, settlements, demands, costs, proceedings or actions howsoever arising, including in contract (and under any indemnity), tort (including negligence), restitution or otherwise;
"Model"	a computational process that combines assumptions (which may be derived from statistical analysis of historical data, external sources, other models, or developer judgement) with data inputs and a set of computational rules, into numerical estimates of uncertain values, which is created or supplied by Equifax and used in relation to the Information Services;
"Output Data"	any Equifax Data provided to or accessed by the Customer in the course of receiving the Information Services (including characteristics, insights and scores);
"Overage"	A rate chargeable per Search for use in addition to the Grant as set out in a Statement of Work;
"Permitted Purposes"	the internal purposes for which the Information Services (including Output Data) may be used by the Customer, as specified in a Statement of Work and defined in Schedule 2;
"Pre-Existing Materials"	documents, methodologies, processes, software, designs and development tools (including Applications) developed or used by Equifax prior to the date of this Agreement;
"Product Rules"	means any product rules relating to the Services, as set out in a Statement of Work;
"Project Manager"	(if relevant) the person designated from time to time by each of the parties in accordance with this Agreement and who shall act as prime point of contact for the Services;
"Representatives"	means employees, officers, consultants, representatives, sub-contractors, agents or advisers of each party or its Group;
"Search"	unless expressed otherwise in a Statement of Work, a request for Output Data in respect of one person or business at one address, with each request for an additional person,

	business or address then constituting an additional Search;
"Services"	the services to be provided by Equifax as detailed in each Statement of Work and Equifax's obligations under this Agreement, including (as applicable) the provision of the Consultancy Services and the Information Services;
"Specification"	any document setting out the characteristics and specification for an Application, the Delivery Mechanism and/or Services, as set out in any Statement of Work;
"Statement of Work"	a statement of work or equivalent document, signed by both parties which sets out specific details of the Services Equifax shall provide to the Customer, incorporating the terms of this Agreement;
“Supervisory Authority”	means any local, national or multinational agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering Data Protection Laws;
"Support Services"	those services to be provided by Equifax to support the Customer's use of the Delivery Mechanism, as further detailed in Schedule 3;
“UK GDPR”	has the meaning given in section 3 of the Data Protection Act 2018;
"Use"	with respect to any Equifax Software or Intellectual Property Rights or other materials and data supplied as part of the Services, to use, execute, reproduce or display such items; and
"Year"	a period of twelve (12) months commencing on the Launch Date and each subsequent anniversary of the Launch Date during the term of this Agreement.

1.2 In this Agreement, references to:

1.2.1 Clauses and Schedules are to the clauses and schedules of this Agreement. References to Paragraphs are to paragraphs in the named Schedule. Clause, Schedule and Paragraph headings shall not affect the interpretation of this Agreement;

1.2.2 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

1.2.3 a company shall include any company, corporation or other body corporate and a partnership (whether a limited liability partnership or otherwise), wherever and however incorporated or established;

1.2.4 the singular shall include the plural and vice versa (unless the context otherwise requires); and

1.2.5 a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension or re-enactment, and includes any sub-ordinate legislation made under it.

1.3 Any obligation in this Agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.

1.4 Any phrase introduced by the terms including, include, in particular or any similar expression shall be for illustrative purposes only and shall not limit the sense of the words preceding those terms.

1.5 Subject to clause 3.3, if there is any conflict or inconsistency between the documents forming this Agreement, the documents shall have priority in the following order:

1.5.1 the main body of this Agreement;

1.5.2 the Schedules to this Agreement; and

1.5.3 the Statement(s) of Work.

2. COMMENCEMENT AND DURATION

2.1 This Agreement begins on the date it is signed by both parties, subject to the Customer's successful completion of any Equifax security credentialing requirements.

2.2 This Agreement is a framework agreement under which the Customer may request, and Equifax may provide, Services under a Statement of Work.

2.3 Any Services to be provided must be set out in an executed Statement of Work. For clarity, neither party is obliged to agree any Statement of Work prior to it being signed.

2.4 Unless terminated earlier in accordance with its terms, this Agreement shall continue until the end of the last remaining Statement of Work.

2.5 Unless otherwise stated in a Statement of Work, the Delivery Mechanism and each Deliverable will be subject to the Acceptance Procedure in accordance with the timetable for Acceptance applicable to that Deliverable or Delivery Mechanism set out in the Statement of Work.

2.6 Until Acceptance has occurred, the Customer shall not use, nor allow any third party to use, the relevant Deliverable, Delivery Mechanism or the Information Services for any purpose other than Acceptance Testing.

3. STATEMENTS OF WORK AND GROUP PARTICIPANTS

3.1 The Customer shall be entitled from time to time to request in writing the provision of Services from Equifax for itself and/or for any identified Group Participants. Equifax shall produce a Statement of Work for any Services the parties agree are to be provided.

3.2 Each Statement of Work shall be entered into by the Customer and Equifax and forms a separate and binding contract, incorporating the terms of this Agreement.

3.3 If a Statement of Work references a specific clause in this Agreement and states that an alternative provision in the Statement of Work shall take precedence over it, the Statement of Work shall prevail solely in respect of that clause only for the purposes of that specific Statement of Work.

3.4 Any changes to a signed Statement of Work are to be made in accordance with the Change Control Procedure.

3.5 Notwithstanding the term of any Statement of Work, any Information Services to be provided shall begin on the Launch Date stated in a Statement of Work.

3.6 If a Statement of Work is stated to apply to any Group Participants:

3.6.1 the Group Participants may only use the Consultancy Services, Information Services and Output Data for the Permitted Purposes, as if they were the Customer;

3.6.2 the Group Participants shall comply with the terms of this Agreement as if they were the Customer;

3.6.3 the Customer shall be liable for the acts and omissions of the Group Participants in respect of this Agreement as if they were its own acts and omissions;

3.6.4 any limitations and exclusions of liability in this Agreement for the benefit of Equifax shall apply to the Customer and the Group Participants as if they were a single service recipient, including that any limit on Equifax's liability shall apply in aggregate to the Customer and all Group Participants; and

3.6.5 for clarity, a company shall cease to be entitled to use the Consultancy Services, Information Services or receive Output Data if it ceases to be a member of the Customer's Group.

3.7 A Statement of Work shall not enter into force, be legally binding or have any other effect unless:

3.7.1 the Statement of Work has been signed by the authorised representatives of both parties to it; and

3.7.2 as at the date the Statement of Work is signed, this Agreement has not been terminated.

4. EQUIFAX'S OBLIGATIONS

4.1 In consideration of the payment of the Charges, Equifax shall provide the Services as set out in each Statement of Work.

4.2 Equifax shall:

4.2.1 Use its reasonable endeavours to provide the Services (including delivering any Deliverables) in accordance with each Statement of Work;

4.2.2 procure that all personnel engaged by it in the provision of the Services are suitably qualified, skilled, experienced and trained in the work which they are to perform;

4.2.3 work in a co-operative and constructive manner with employees and contractors of the Customer and such other third parties as the Customer may reasonably require (including, without limitation, any third party suppliers or any Group Participants) to the extent necessary for the effective provision of the Services;

4.2.4 procure and maintain any and all permits, licences and authorisations necessary to perform the Services; and

4.2.5 give the Customer reasonable notice of any potential delay in the performance of its obligations under this Agreement and, if such potential delay is likely to be attributable to the Customer, give the Customer a reasonable opportunity to address any issues giving rise to such potential delay.

5. THE CUSTOMER'S OBLIGATIONS AND DELAY

5.1 The Customer shall:

5.1.1 only use the Information Services and the Output Data in accordance with all Applicable Laws, the terms of this Agreement and only for the Permitted Purposes;

5.1.2 perform its obligations as set out in each Statement of Work, including payment for the Services and the provision of all computer hardware, software and telecommunications equipment and facilities required to access the Delivery Mechanism and the Information Services;

5.1.3 provide such information in the possession of the Customer as may be reasonably required by Equifax for the performance of Equifax’s obligations under this Agreement and co-operate with Equifax in all matters relating to the Services. All such assistance and information shall be provided within any reasonable timescale specified by Equifax so as to enable Equifax to perform the Services (and if no period is specified, within a reasonable period of time of receipt of the request from Equifax);

5.1.4 provide access to and use of adequate office accommodation and other facilities at the Customer Premises as may be reasonably required to enable Equifax to provide the Services, as specified in each Statement of Work;

5.1.5 take all steps to ensure the health and safety of Equifax employees while they are working at the Customer Premises; and

5.1.6 not use the Information Services (including any Output Data) to train any part of any AI System, including but not limited to any large language model, natural language processing, neural network, pattern recognition, machine learning, or deep learning.

5.2 The Customer shall not conduct any Search that is not specifically authorised in this Agreement or a Statement or Work (an “**Unauthorised Search**”), and acknowledges and agrees that:

5.2.1 conducting any Unauthorised Search will be a material breach of this Agreement;

5.2.2 an Unauthorised Search may unfairly distort the affected credit file and may breach Applicable Law;

5.2.3 Equifax may refer any complaints about Unauthorised Searches to the Customer or the FCA, as appropriate, and the Customer hereby indemnifies Equifax against any loss suffered by Equifax in relation to an Unauthorised Search; and

5.2.4 Equifax shall have the right to:

5.2.4.1 charge the Customer for each Unauthorised Search, applying Equifax’s rate card prices as at the date of the Unauthorised Search; and/or

5.2.4.2 immediately suspend or terminate this Agreement and/or the Statement of Work, or the relevant part of it.

5.3 If Equifax is delayed or hindered in the performance of its obligations as a result of the

Customer failing to perform or causing an unreasonable delay in performing any of its obligations in this Agreement, Equifax shall have a reasonable extension of time within which to comply with its obligations.

5.4 Equifax may permit the Customer to connect to Equifax's network to access the Information Services. The Customer warrants that it will access Equifax's network solely for the purposes of accessing the Information Services as permitted by this Agreement and shall take all reasonable steps to prevent harm being caused by it to the network.

6. CHANGE

6.1 Equifax may from time to time and on reasonable notice to the Customer update, modify and change the Information Services and the Delivery Mechanism:

6.1.1 to comply with Applicable Law;

6.1.2 to address any reasonably held security concerns;

6.1.3 to ensure the provision of the Services keeps pace with its most up to date business practices; and

6.1.4 to accord with Equifax's rights under the terms on which it receives any relevant data from third parties,

provided always that in each case Equifax shall act in good faith, including only making such changes where it is reasonable to do so in the circumstances.

6.2 The changes in clause 6.1 are not subject to the Change Control Procedure.

6.3 If following a change made under clause 6.1, the Customer can demonstrate a material adverse impact on its ability to access the Information Services, the Customer may terminate any part of any affected Statement of Work by serving 1 month's notice on Equifax.

6.4 If either party wishes to make a Change, and, in the case of Equifax, such change is not covered by clause 6.1, the party wishing to make the Change shall submit details of the requested Change to the other in writing.

6.5 Equifax shall, within a reasonable time, provide a written estimate of the impact of the proposed Change, including on any timetable for performance, the terms of any Statement of Work and the Charges.

6.6 If both parties consent to a proposed Change, the Change shall be made only after the relevant Statement of Work has been varied in accordance with clause 25.8.

6.7 If a party rejects a proposed Change, this Agreement and the relevant Statement of Work shall continue in accordance with their terms.

7. PAYMENT

7.1 In consideration for the performance of the Services, the Customer shall pay the Charges in accordance with the payment terms set out in this clause and each Statement of Work.

7.2 All Charges relating to the Information Services and the Support Services shall commence on the Launch Date. Charges for the Consultancy Services will be invoiced in accordance with the terms of the relevant Statement of Work. Where Services are to be provided to Group Participants, any Charges payable for such Services shall be payable by the Customer (and the Customer shall remain liable for them) unless otherwise expressly agreed with Equifax in writing.

7.3 Charges exclude:

7.3.1 out of pocket expenses, which shall be reimbursed to the extent reasonably and properly incurred by Equifax in connection with the Services; and

7.3.2 VAT or other sales taxes which Equifax shall add to its invoices at the appropriate rate.

7.4 If Charges are on a time and materials basis:

7.4.1 the Charges shall be calculated in accordance with the rates set out in the relevant Statement of Work;

7.4.2 daily rates are calculated on the basis of an eight (8) hour day, worked between 9am and 5pm on Business Days;

7.4.3 Equifax may charge on a pro rata basis for part-days worked; and

7.4.4 Equifax shall invoice the Customer in arrears at the intervals set out in the Statement of Work, along with any expenses or materials and any VAT.

7.5 If any element of the Services is provided for a fixed price, the total price (subject to clause 7.3) for that element of the Services shall be set out in the Statement of Work. This price will be paid to Equifax in the instalments set out in the Statement of Work.

7.6 All Charges shall be increased (on an upwards only basis) each Year in line with the Retail Prices Index as published by the Office for National Statistics (or by any successor body) or such index as may replace the Retail Prices Index if it is no longer published.

7.7 The Customer shall pay each invoice within 30 days of receipt, to a bank account nominated by Equifax.

7.8 Failure on the part of the Customer to issue a purchase order shall not be a valid reason for the Customer to dispute the payment terms.

7.9 If the Customer fails to pay any due amount, Equifax may charge interest on the overdue amount from the due date up to the date of actual payment, after as well as before judgment, at the rate of 4% above the base rate for the time being of the Bank of England. Interest shall accrue on a daily basis and be compounded quarterly.

7.10 The Customer shall pay all sums due under this Agreement without set off, deduction, counterclaim or other withholding.

8. PROJECT MANAGEMENT

8.1 Unless otherwise stated in a Statement of Work, each of the parties may nominate a Project Manager or Project Managers to oversee the performance of a Statement of Work and to act as its liaison with the other party's Project Manager.

8.2 The Project Managers (if any) shall be detailed in the relevant Statement of Work.

8.3 Each party's Project Manager shall have the power and authority on behalf of its appointing party to decide all questions of a day-to-day nature relating to its appointing party's obligations that may arise in relation to the Services to be performed under the relevant Statement of Work.

8.4 The Project Managers shall meet to discuss the Services at intervals and times agreed by the parties.

9. APPLICATION PROCESSING

9.1 In this clause 9, the provisions at clauses 9.2 to 9.3 shall apply in relation to Services which include Application Processing, and the provisions at clauses 9.4 to 9.16 shall apply to all Services.

9.2 If the Customer requests ‘bespoke’ versions of Equifax’s Application Processing services (being any Application that requires modification over and above simple installation and configuration):

9.2.1 Equifax may (as set out in any applicable Statement of Work) provide separately chargeable Consultancy Services to develop a suitable specification for an Application (the “Specification”), as directed by the Customer, in support of the configuration of those Services for the Customer;

9.2.2 Except where stated in a Statement of Work, any such Consultancy Services are a separate chargeable deliverable from the activity of Application Processing and will be charged on a time and materials basis at Equifax’s standard rates;

9.2.3 the Customer is responsible for the content of the relevant Specification and its application to the Information Services and shall, where requested by Equifax provide all relevant information and assistance in the development of any Specification including details of testing of any configuration of any Application;

9.2.4 the specification represents the Customer’s instructions to Equifax as to how such application processing services should be configured for the Customer;

9.2.5 Equifax is responsible for configuring such Services in accordance with the Customer’s instructions (as documented in a Statement of Work and each agreed Specification), only to the extent set out in a Statement of Work;

9.2.6 The Customer is responsible for reviewing and approving any Specification, its content and fitness for the Customer’s particular purposes and shall undertake all necessary testing (and retesting) to assess and approve any Application Processing related Consultancy Services and each developed and configured Application’s conformance with the requirements of the Statement of Work and this Agreement generally;

Except as set out in a Statement of Work, Equifax provides no warranty in relation to the performance of ‘bespoke’ Application Processing and shall have no liability to the Customer for the performance or use of any ‘bespoke’ Application.

9.3 If the Customer requests ‘off the shelf’ versions of Equifax’s Application Processing services (being an Application that does not require modification other than simple installation and configuration):

9.3.1 the Customer is responsible for ensuring the standard specification of those Services are suitable for its requirements and shall undertake all necessary testing to assess and approve any configured ‘off the shelf’ Application’s conformance with the requirements of the Statement of Work and this Agreement generally; and

9.3.2 Equifax is responsible for configuring such Services in accordance with the Customer’s instructions (as documented in a Statement of Work), only to the extent as set out in a Statement of Work.

9.4 The preparation of user documentation is the responsibility of the Customer (on the basis it is only likely to be effective when tailored by the Customer to its own business processes). Equifax will supply such assistance in its preparation as the parties may agree in any Statement of Work.

9.5 The Customer's rights to use the Services (including any Application) do not permit it to copy, cut and paste, email, reproduce, publish, distribute, redistribute, broadcast, transmit, modify, adapt, edit, abstract, create derivative works of, store, archive, publicly display, sell or in any way commercially exploit any part of the Services (including any Application).

9.6 The Customer's rights to benefit from the Services do not permit it to use the Services to provide outsourced services to third parties or make them available to any third party or allow or permit a third party to do so.

9.7 The Customer's right to benefit from the Services do not permit it to combine, merge or otherwise permit the Services (or any part of them including any Application) to become incorporated in any other program, nor arrange or create derivative works based on them.

9.8 The Customer's rights to benefit from the Services do not permit it to attempt to decompile (as defined in section 50B of the Copyright, Designs and Patents Act 1988) the underlying software (or any part of it) that is used to provide the Services, except and only to the extent that such restriction is prohibited pursuant to section 50B of the Copyright, Designs and Patents Act 1988.

9.9 The Customer's rights to benefit from the Services does not permit it to observe, study or test the functioning of the underlying software (or any part of it including any Application) that is used to provide the Services, except and only to the extent that such restriction is prohibited pursuant to section 50B of the Copyright, Designs and Patents Act 1988.

9.10 The Customer warrants that it shall, keep confidential and, except as provided for in this Agreement, not share with any third party any 'PIN', 'ID' or similar password (if applicable) that it is provided with to facilitate access to the Services. The Customer shall keep up-to-date records of any such passwords.

9.11 The Customer shall use due care and diligence to avoid introducing any software virus or other contaminant (including any bugs, worms, logic bombs, trojan horses or any other self-propagating or other such program) that may infect or cause damage to the Equifax's systems or otherwise disrupt the provision of the Services or any Application.

9.12 Where the Customer is permitted in accordance with this Agreement to allow a third party to benefit from the Services or access an Application, the Customer shall ensure that all such use:

9.12.1 is controlled by the Customer; and

9.12.2 is subject to and in accordance with the terms of this Agreement.

9.13 Equifax reserves the right to monitor usage during the term of this Agreement for the purpose of (among others) ensuring compliance with the terms of this Agreement.

9.14 In case of unauthorised use of the Services or an Application, Equifax reserves the right to deny access to the Services by blocking without prior notification the IP address(es) used to access the Services.

9.15 Equifax shall not be liable for any unavailability of the Service or Application resulting from any act or omission of Customer, including any failure of equipment or machinery or their failure to observe their obligations under this Agreement.

9.16 Equifax shall not be liable for any unavailability of the Service resulting from any failure of internet or telecommunications networks or technological issues outside of Equifax's reasonable control.

10. MODELS

10.1 If the Customer requests Equifax to supply Models, Equifax may (as set out in any applicable Statement of Work) provide Consultancy Services to develop such Models in response to the requirements communicated by the Customer.

10.2 Equifax will perform any Consultancy Services with reasonable care.

10.3 The Customer is responsible for:

10.3.1 the accuracy of its instructions to Equifax;

10.3.2 testing each Model before the Model enters use in a live environment;

10.3.3 ensuring it only uses Models which have been approved in writing by Equifax; and

10.3.4 periodic testing to ensure each Model's performance in the live environment meets the Customer's needs.

10.4 Equifax is responsible to the Customer for the performance of Generic Models, provided the Customer's use of any Generic Model is in accordance with the relevant Permitted Purpose, any specification document provided to the Customer by Equifax, and the Customer's use of the Generic Model otherwise complies with the terms of this Agreement and the relevant Statement of Work.

10.5 Equifax shall have no liability to the Customer for the performance of any Bespoke Models.

10.6 Under no circumstances shall Equifax be responsible to any third party for the performance of any Model.

11. WARRANTIES

11.1 Each party warrants to the other party that:

11.1.1 it has the capacity and authority to enter into this Agreement; and

11.1.2 the persons entering into this Agreement on its behalf are duly authorised to do so.

11.2 Equifax warrants to the Customer that for the duration of this Agreement:

11.2.1 it has sufficient resources to perform the Services as set out in this Agreement;

11.2.2 the performance of the Services will not infringe any Applicable Law; and

11.2.3 it shall not, by any act or omission, bring the Customer into disrepute.

11.3 The Customer warrants to Equifax that for the duration of this Agreement:

11.3.1 its systems will permit the safe and secure operation of the Delivery Mechanism;

11.3.2 the receipt of the Services (including the supply of Input Data to Equifax) will not infringe any Applicable Law; and

11.3.3 it shall not, by any act or omission, bring Equifax into disrepute.

11.4 All representations, warranties, terms and conditions which may be implied by law, custom or trade practice into this Agreement are excluded to the fullest extent possible.

11.5 The Customer acknowledges that:

11.5.1 Equifax receives data from a wide range of third parties in the public and private sectors that Equifax does not control, in particular in relation to the accuracy, currency and completeness of the data received by Equifax;

11.5.2 the volume and nature of the information in Equifax's databases makes it impracticable and prohibitively expensive for Equifax to verify the accuracy, currency and completeness of such data; and

11.5.3 if Equifax were to attempt to verify the Equifax Data, Equifax would only be able to supply Information Services and Output Data to the Customer at significantly increased cost.

11.6 The parties agree that:

11.6.1 Equifax does not give any warranty, nor make any representation, as to the accuracy, reliability or fitness for purpose of Output Data;

11.6.2 Equifax provides the Information Services and Output Data at a price that does not reflect any benefit the Customer may obtain from them, including any profit that the Customer may make or the amount of any credit that the Customer may give; and

11.6.3 in recognition of the above, Equifax shall not in any circumstances be liable for any loss or damage arising from any inaccuracies, faults or omissions in, or in the provision of, the Output Data except to the extent caused by Equifax's negligence or wilful default.

11.7 Notwithstanding clauses 11.5 and 11.6, Equifax shall be responsible for receiving and loading data into its systems with due care, performing such manual and automated checks as are reasonable in the circumstances. This includes the requirement for Equifax to operate in accordance with generally accepted good practice in the industry and any prevailing FCA and ICO requirements.

12. INTELLECTUAL PROPERTY RIGHTS

12.1 The Intellectual Property Rights in and to the Equifax Software, the Pre-Existing Materials, the Equifax Data, the Delivery Mechanism, the Deliverables and any Output Data are owned by (or licensed by a third party to) Equifax and shall remain owned by (or so licensed to) Equifax.

12.2 Subject to the Customer, and where relevant any Group Participants, complying and continuing at all times to comply with any conditions of the grant of licence set out in the relevant Statement of Work, as from the Launch Date under each Statement of Work Equifax grants to the Customer, and where relevant any Group Participants, a non-exclusive, revocable (subject to Clause 19.4), non-transferable licence to Use the Information Services, Deliverables and Output Data solely for the Permitted Purposes. Third party contractors or consultants of the Customer or a Group Participant may only use the Information Services, Output Data and any Deliverables with the prior written consent of Equifax.

12.3 Neither the Customer nor any Group Participant shall, other than as set out in this Agreement or a Statement of Work, acquire any proprietary right, title or interest in or to any Intellectual Property Rights in the Equifax Software, the Pre-Existing Materials the Equifax Data, the Deliverables or the Output Data.

12.4 Subject to clause 17, Equifax indemnifies the Customer for any Losses incurred by the Customer and arising from a claim by a third party alleging that the use of the Information Services and the Output Data as permitted by this Agreement infringes the Intellectual Property Rights of such third party.

12.5 The indemnity set out in clause 12.4 above shall not apply if the cause of the infringement is as a result of:

12.5.1 information, documentation or other materials supplied by the Customer or a Group Participant;

12.5.2 the Customer's/Group Participants' actions or omissions; or

12.5.3 the Customer's or a Group Participant's use of the Information Services, the Output Data or any Deliverables other than for the Permitted Purposes, Equifax's instructions or any permitted usage set out in the Statement of Work.

12.6 If a claim is raised, or in the reasonable opinion of Equifax is likely to be raised, Equifax at its own expense shall have the option of:

12.6.1 procuring for the Customer/the Group Participants the right to continue to use the Information Services/Output Data/Deliverable free from infringement or allegations of infringement; or

12.6.2 modifying or replacing the infringing part, provided always that such modification or replacement shall have no material adverse effect on the Information Services or the use of the Output Data or Deliverable; or

12.6.3 refunding all sums already paid by the Customer for the infringing element of the Information Services/Output Data/Deliverables.

13. CONFIDENTIALITY

13.1 Each party undertakes that it shall not at any time during this Agreement and after the termination or expiry of this Agreement disclose to any person any confidential information concerning the business, affairs, customers, clients, suppliers of products/services of the other party or of any member of the group of companies to which the other party belongs (“**Confidential Information**”), except as permitted by clause 13.4.

13.2 The receiving party shall:

13.2.1 take all reasonable steps to prevent unauthorised use or disclosure of Confidential Information;

13.2.2 only disclose Confidential Information in accordance with clause 13.1 where it is necessary to fulfil its obligations under this Agreement; and

13.2.3 procure that its Representatives and any approved third party who receives Confidential Information pursuant to clause 13.1 is under an obligation of confidentiality in relation to such Confidential Information and complies with the terms of this Agreement as if they were a party to it.

13.3 The obligations set out in this clause 13 shall not apply, or shall cease to apply, to Confidential Information that:

13.3.1 is or becomes within the public domain other than through breach of this Agreement;

13.3.2 was known by the receiving party prior to disclosure or transfer under this Agreement;

13.3.3 is lawfully received from a third party without any restriction on its use or disclosure; or

13.3.4 is independently developed by the receiving party without access to or use of the Confidential Information.

13.4 Notwithstanding this clause 13, the receiving party may disclose Confidential Information to:

13.4.1 its auditors and insurers (or those of its Group);

13.4.2 its professional advisors for the purpose of obtaining professional advice (or those of its Group);

13.4.3 any governmental or regulatory body or other persons, that have a legal right to access the Confidential Information, provided that, to the extent it is legally permitted to do so, it gives the disclosing party as much written notice of the disclosure as possible; or

13.4.4 its Representatives who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement.

13.5 No party shall use any of the other party's Confidential Information for any purpose other than to perform its obligations under this Agreement or to benefit from this Agreement as envisaged by its terms.

13.6 Subject to clause 17, each party (‘**Indemnifying Party’**) indemnifies the other for any Losses the other party suffers as a result of the Indemnifying Party’s breach of this clause 13.

14. DATA PROTECTION

14.1 For the purposes of the Data Protection Laws, each party shall be independent Controllers of any Personal Data Processed in connection with this Agreement or a Statement of Work, save as stated to the contrary in a Statement of Work.

14.2 When Processing Personal Data in connection with this Agreement, each party shall (and the Customer shall procure that any Group Participant shall):

14.2.1 comply at all times with the Data Protection Laws and any other Applicable Laws; and

14.2.2 comply with the terms at Schedule 4 (Data Protection).

14.3 If any Statement of Work expresses either party to be a Processor acting on behalf of the other party in relation to the receipt or provision of Services in connection with this Agreement, the relevant Statement of Work under which such Services are provided shall include all data processing terms required by Data Protection Laws.

14.4 Subject to clause 17, each party (‘**Indemnifying Party’**) indemnifies the other for any Losses the other party suffers as a result of the Indemnifying Party’s breach of this clause 14 and the provisions of Schedule 4 (Data Protection).

15. AUDIT

15.1 The Customer shall keep, in paper and electronic form, at its normal place of business detailed, accurate and up-to-date records (‘Records’) showing, in each case during the previous 3 years, the steps taken by the Customer to comply with the provisions of this Agreement relating to the access to and use of the Information Services and Output Data, including Schedule 4 and Schedule 5.

15.2 The Customer shall ensure that the Records are sufficient to enable Equifax to verify the Customer's compliance with its obligations under this clause 15.

15.3 The Customer shall permit Equifax, its third party representatives and regulators, on reasonable notice, but without notice in case of the requirements of any regulator, to:

15.3.1 gain access to the Records and any other information held at the Customer's premises or on the Customer's systems;

15.3.2 to meet with the Customer's personnel whom the Customer will procure to provide all explanations reasonably necessary to perform the audit effectively; and

15.3.3 to inspect all Records and Customer systems relating to the use of the Information Services, Equifax Data and Output Data,

for the purpose of auditing the accuracy of the Records and the Customer's compliance with its obligations under this Agreement.

15.4 Equifax's audit rights shall continue for 3 years after termination of this Agreement. The Customer shall give all necessary assistance to the conduct of such audits during the term of this Agreement and for a period of 3 years after termination of this Agreement.

15.5 If the audit identifies a default by the Customer or there are reasonable grounds for Equifax to suspect a default then, without prejudice to any other rights or remedies available,

15.5.1 the Customer shall take all necessary steps to comply with its obligations; and

15.5.2 Equifax may suspend the Services and/or terminate this Agreement or the affected Statement of Work (at its option) in accordance with clause 18.

16. DISPUTE RESOLUTION PROCEDURE

16.1 If any dispute arises in connection with this Agreement, the parties shall, within twenty (20) Business Days of a written request from one party to the other, meet in a good faith effort to resolve the dispute. If the dispute remains unresolved, it will be escalated to the appropriate Equifax Sales Director and to an individual of equivalent seniority, which the Customer shall nominate, of the Customer. If the dispute still remains unresolved after that escalation, the dispute will be escalated to the parties' Managing Directors.

16.2 If the parties fail to agree a settlement within twenty (20) Business Days of the referral of the matter to their Managing Directors, each party shall have the option of commencing litigation in the courts.

16.3 This dispute resolution clause shall not prevent either party from applying at any time to the court for interim or injunctive relief.

16.4 Any disputes involving a Group Participant shall be resolved between the parties' representatives in accordance with this clause.

17. LIABILITY

17.1 Nothing in this Agreement or any Statement of Work shall limit or exclude the liability of either party for Losses arising from:

17.1.1 death or personal injury resulting from its negligence;

17.1.2 its fraud or fraudulent misrepresentation;

17.1.3 its deliberate default or wilful misconduct; or

17.1.4 anything for which liability cannot by law be limited or excluded.

17.2 Subject to clause 17.1, neither party shall be liable for any:

17.2.1 loss of revenue or profits (whether direct or indirect);

17.2.2 loss of anticipated savings (whether direct or indirect);

17.2.3 loss of customers (whether direct or indirect);

17.2.4 wasted expenditure, loss of production, business or business opportunity, or losses relating to business interruption, (whether direct or indirect);

17.2.5 damage to goodwill or reputation (whether direct or indirect);

17.2.6 loss of use (corruption) of data (whether direct or indirect);

17.2.7 loss of competitive advantage (whether direct or indirect); or

17.2.8 special, indirect or consequential damage or loss of any nature;

arising under or in connection with this Agreement or any Statement of Work.

17.3 Subject to clause 17.1, each party's aggregate liability arising under or in connection with this Agreement and all Statements of Work issued under this Agreement, is limited as follows:

17.3.1 in respect of each of the indemnities in clauses 12 (Intellectual Property Rights) and 13 (Confidentiality), £1,000,000;

17.3.2 in respect of a breach of the indemnity in clause 14 (Data Protection), £3,000,000;

17.3.3 in respect of Losses relating to the performance or non-performance of a specific Statement of Work, the greater of (i) the amount paid by the Customer under such Statement of Work in the twelve (12) month period immediately preceding the date on which the liability arose and (ii) £50,000; and

17.3.4 in respect of Losses falling outside clauses 17.3.1, 17.3.2, and 17.3.3, the greater of: (i) the amounts paid by the Customer under all Statements of Work in the twelve (12) month period immediately preceding the date on which the liability arose; and (ii) £100,000.

17.4 If a party receives notice of a claim in respect of which it may wish to seek indemnification from the other party it shall:

17.4.1 notify the other party and provide full details of the claim;

17.4.2 allow the other party full care and conduct of the claim (if requested by the other party);

17.4.3 not do anything to defend, settle, compromise or otherwise admit liability in respect of the claim without the prior written consent of the other party;

17.4.4 mitigate its Losses; and

17.4.5 provide all reasonable assistance requested by the other party to help defend or settle the claim.

18. TERMINATION AND SUSPENSION

18.1 A Statement of Work (and the delivery of Services under that Statement of Work) may be suspended (at Equifax's sole and absolute option) and/or terminated by Equifax serving notice on the Customer if the Customer fails to make any payment under that

Statement of Work within 30 days of the due date for payment.

18.2 In addition to the other rights of termination set out in this Agreement, this Agreement or a Statement of Work may be terminated:

18.2.1 by either party immediately on giving notice if the other party commits any material breach of any provision of this Agreement or any Statement of Work and fails to remedy the breach (if capable of remedy) within thirty (30) Business Days of service upon the other party of a notice specifying the breach and requiring it to be remedied;

18.2.2 by either party immediately on giving notice, if the other party is declared or becomes insolvent or bankrupt, has a moratorium declared in respect of its indebtedness, enters into administration, receivership, administrative receivership or liquidation or threatens to do any of these things, takes or suffers any similar action in any jurisdiction or any step is taken by it or any other person in respect of those circumstances or it ceases to pay its debts, threatens to suspend payment of its debts or becomes unable or admits its inability to pay its debts as they fall due;

18.2.3 by Equifax with immediate effect on giving notice to the Customer if there is a change of Control of the Customer or a Group Participant to which Equifax, acting reasonably, objects and

18.2.4 by Equifax with immediate effect on giving notice to the Customer if the Customer's total liability arising under the Agreement or each or any Statement of Work, exceeds one or more of the caps set out in clause 17.3; and

18.2.5 by Equifax with immediate effect on giving notice to the Customer if there is a change of Applicable Law (or otherwise to comply with regulatory guidance) which (in Equifax's reasonable opinion) materially prevents or obstructs the provision of the Services.

18.3 If a party terminates this Agreement in accordance with clause 18.2, all Statements of Work then in existence (that have not already expired or have been terminated) may (at the sole and absolute option of Equifax) be terminated.

18.4 If any one or more of the circumstances giving rise to a right of termination for Equifax applies in respect of a Group Participant, Equifax may elect to terminate that Group Participant's right to benefit from the Services, rather than terminate this Agreement or a Statement of Work.

19. EFFECTS OF TERMINATION

19.1 Any termination or expiry of this Agreement or any Statement of Work shall not affect any:

19.1.1 Any other rights or remedies of either party under this Agreement, a Statement of Work or at law;

19.1.2 accrued rights or liabilities of either party at the date of termination or expiry; or

19.1.3 rights or obligations of the parties which are to be observed or performed after termination or expiry.

19.2 On termination of this Agreement (or, where relevant, a Statement of Work), the Customer shall immediately cease (and shall procure that all Group Participants immediately cease) using the Information Services specified in the terminated Statement of Work.

19.3 Within 5 Business Days after the date of termination or expiry of this Agreement or a Statement of Work, each of the parties shall deliver up to the other all property of whatever nature, including, but not limited to, confidential information belonging to the other party which may be in its possession or under its control (and, in the case of the Customer, in the possession or under the control of any Group Participant) and which is not required in order to continue to provide the Services under a Statement of Work.

19.4 In complying with clause 19.3, it is not required that the Customer return to Equifax any Output Data or Search results it or a Group Participant has obtained as a result of use of the Information Services. However, after termination or expiry of this Agreement or a Statement of Work, the Customer (and Group Participant, where relevant) may use such data and information only:

19.4.1 in accordance with the Permitted Purposes and the terms of this Agreement; and

19.4.2 provided it ensures that all such data and information including any copies are destroyed once they are no longer required, in accordance with Data Protection Laws. If the Customer or a Group Participant is prevented by law from destroying all or part of the data or information, then the Customer and/or the Group Participant undertakes that all such data and information will be kept confidential and will not be disclosed to any third party.

19.5 Each of the parties shall perform the termination obligations imposed on it under a Statement of Work (if any) on termination or expiry of that Statement of Work.

20. FORCE MAJEURE

20.1 Neither party shall be liable for any delay or failure in performing its obligations under this Agreement as a result of a Force Majeure Event provided that it:

20.1.1 informs the other party as soon as possible of the event, giving full details in writing of its expected effect or duration; and

20.1.2 takes all reasonable steps to resume performance of its obligations as soon as possible and to mitigate the effects of the unforeseen event and demonstrates this to the other party on request.

20.2 If the event causing the delay or failure continues for more than one (1) month, the affected Statement of Work may be terminated at the option of the party not affected by the Force Majeure Event without any liability to the other party as a result of exercising the right of termination.

21. ASSIGNMENT AND TRANSFER OF RIGHTS

21.1 Subject to clause 21.2, neither party may assign, novate, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other way with any of its rights, benefits or obligations under this Agreement (including any Statement of Work) without the prior written consent of the other party, provided that Equifax may assign, novate or transfer its rights and obligations under this Agreement (or any Statement of Work) to a member of its Group.

21.2 Equifax may sub-contract any of its obligations under this Agreement (or any Statement of Work) without the consent of the Customer. Equifax may appoint third party IT infrastructure providers and adopt public cloud technology for the hosting of data.

21.3 Notwithstanding its use of any sub-contractors, Equifax shall remain liable to the Customer for the performance of Equifax's obligations in this Agreement (and any Statement of Work), including for the sub-contracted elements.

22. BRIBERY AND CORRUPTION

22.1 Each party shall (and in the case of the Customer, procure that the Group Participants shall):

22.1.1 comply with all Applicable Laws relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("the **Act**");

22.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Act if such activity, practice or conduct had been carried out in the UK;

22.1.3 have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including adequate procedures under the Act, to ensure compliance and will enforce them where appropriate;

22.1.4 promptly report to the other party any request or demand for any undue financial or other advantage of any kind received by it in connection with the performance of this Agreement; and

22.1.5 immediately notify the other party if a foreign public official becomes an officer or employee or acquires a direct or indirect interest in it and each party warrants that it has no foreign public officials as direct or indirect owners, officers or employees at the date of this Agreement.

22.2 Breach of this clause shall be deemed a material breach of this Agreement.

22.3 For the purpose of this clause 22, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Act (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively.

23. ENTIRE AGREEMENT AND NON RELIANCE

23.1 This Agreement and (where relevant) each executed Statement of Work constitutes the entire agreement between the parties and supersedes all prior agreements in connection with the subject matter hereof except where expressly agreed in this Agreement.

23.2 No director, employee, or agent of either party to this Agreement is authorised to make any statement, representation or warranty not contained in this Agreement and the parties each acknowledge and agree that, in entering into the Agreement, they have not relied on any statement, representation, or warranty that is not set out in or annexed to this Agreement and signed by both parties.

23.3 The parties further acknowledge and agree to exclude any right or remedy which would otherwise be available to them in respect of any misrepresentation or misstatement (whether made innocently or negligently) insofar as any statement, representation, or warranty is not set out in nor annexed to this Agreement and signed by both the parties.

23.4 Each party, having been given the opportunity to provide to the other party any particulars of any statements, representations and warranties which it considers have been made and which have induced it to enter into this Agreement, confirms that any such statements, representations and warranties are set out herein or annexed hereto and signed by both parties.

23.5 Each party agrees that its only liability in respect of those statements, representations or warranties that are set out in or annexed to this Agreement (whether made innocently or negligently) shall be for breach of contract.

23.6 Should the above exclusion for negligent misrepresentation fail the test of reasonableness applicable to such an exclusion then liability for negligent misrepresentation shall not be excluded.

23.7 Nothing in this clause shall limit or exclude any liability for or remedy for fraudulent misrepresentation.

24. BUSINESS CONTINUITY AND DISASTER RECOVERY

24.1 The Customer may at any time request a copy of Equifax's standard business continuity and disaster recovery statements. Equifax's business continuity and disaster recovery statements will confirm the recovery of the Services in accordance with recovery time objective and recovery point objective commitments.

24.2 If the Customer wishes to specify further operational details in respect of the application of those statements to the Services, the parties will seek to agree them as soon as reasonably practicable after the date of this Agreement, or after the relevant Statement of Work, as applicable.

24.3 Equifax shall test its business continuity and disaster recovery arrangements no less than once each Year.

25. GENERAL

25.1 Each party shall be liable for the acts and omissions of its representatives and sub-contractors in respect of this Agreement and each Statement of Work as if they were its own acts and omissions.

25.2 Failure to exercise, or any delay in exercising, any right or remedy under this Agreement and any Statement of Work, or at law or equity, shall not be a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.

25.3 If any provision of this Agreement and any Statement of Work (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal and enforceable.

25.4 Nothing in this Agreement shall create, or be deemed to create, a joint venture, partnership or the relationship or principal and agent between the parties. Except as expressly authorised in this Agreement, neither party has any authority to act, make representations, bind or contract on behalf of the other party.

25.5 Neither party shall issue any public statement or publicity in relation to this Agreement or the matters set out herein without the other party's prior written consent.

25.6 Each party shall (at its own expense) promptly execute and deliver all such documents, and do all such things, and procure the execution and delivery of all documents and doing of all such things as required to give effect to this Agreement and the transactions contemplated by it.

25.7 A notice or other communication required to be given under this Agreement shall be in writing and in English and shall be:

25.7.1 delivered personally; or

25.7.2 sent by pre-paid first class post or recorded delivery; or

25.7.3 sent by commercial courier.

to the party required to receive the notice or communication at its address set out at the beginning of this Agreement, or to that party's registered office if different, marked for the attention of the General Counsel of the relevant party.

25.8 A notice or other communication shall be deemed duly received:

25.8.1 if delivered personally, when left at the address and for the contact referred to in this clause; or

25.8.2 if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Business Day after posting; or

25.8.3 if delivered by commercial courier, on the date and at the time the courier's delivery receipt is signed.

25.9 Each party agrees that, both during the term of this Agreement and for a period of 12 months following its end, it shall not solicit or induce any of the other party's employees or representatives who have been engaged in the performance or receipt of the Services to become an employee, officer or representative of it (other than by means of a national advertising campaign open to all comers and not specifically targeted at any of the affected representatives of the other party).

25.10 No amendment or variation of this Agreement or any Statement of Work shall be effective unless it is in writing and signed by both parties (or their authorised representatives).

25.11 This Agreement (and any Statements of Work) may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, and all the counterparts shall together constitute the same instrument.

25.12 Except where stated otherwise in this Agreement, only the parties shall have any rights under or in connection with this Agreement. A person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

25.13 This Agreement 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 English law.

25.14 Subject to clause 16, the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

THIS AGREEMENT has been entered into on the date of the last signature below:

....	....
Signed on behalf of	Signed on behalf of
EQUIFAX LIMITED	**[CUSTOMER]**
Sign:	Sign:
Name:	Name:
Date:	Date:
Position:	Position:

SCHEDULE 1

Acceptance Procedure

1. **Acceptance of the Application Services, Applications/APIs and any Delivery Mechanisms**

1.1 The Acceptance Criteria for the Delivery Mechanism are that it performs in all material respects with the Specification.

1.2 As and when Equifax considers that the Delivery Mechanism meets the Acceptance Criteria, Equifax will create a testing account number and password for the testing of the Delivery Mechanism and notify the Customer of the details ("**First Notification**").

1.3 From the point of First Notification, the Customer shall have access to the Delivery Mechanism for the sole purpose of testing that the Delivery Mechanism meets the Acceptance Criteria. Equifax shall use reasonable endeavours to ensure that the Delivery Mechanism is available for testing by the Customer (and that a helpline is available to respond to any questions which the Customer may raise) during the hours of 9 a.m. to 5 p.m. on a Business Day.

1.4 The Customer shall complete its tests of the Delivery Mechanism within thirty (30) days of the date on which it receives the First Notification ("**Test Period**").

1.5 The Customer shall promptly inform Equifax of any failure of the Delivery Mechanism to comply with the Acceptance Criteria and provide Equifax with a written description of the failure. Equifax shall use reasonable endeavours to rectify the failure as soon as possible.

1.6 As and when it has rectified the failures, Equifax will again make the Delivery Mechanism available to the Customer for testing ("**Second Notification**") and the Customer shall test the same within 7 days of the date on which it receives the Second Notification ("**Remedial Test Period**")

1.7 The Customer shall schedule the Acceptance Procedure such that it can continue with the tests, irrespective of the fact that Equifax is working to correct any identified failure.

1.8 The Customer shall Accept the Delivery Mechanism and supply Equifax with an Acceptance Notice following completion of the Acceptance Tests, and in any event within 7 days of the completion of the Acceptance Tests.

1.9 If the Customer:

1.9.1 fails to notify Equifax of the completion of the Acceptance Tests before the end of the Test Period or, where relevant, the Remedial Test Period and there is no outstanding failure of the Delivery Mechanism to comply with the Acceptance Criteria which has been notified to Equifax;

1.9.2 fails to serve the Acceptance Notice within 7 days of completion of the Acceptance Tests;

1.9.3 utilises the Delivery Mechanism for the purposes of accessing the Information Services for any purpose other than testing;

it shall be deemed to have Accepted the Delivery Mechanism and the point of deemed Acceptance shall be the "**Launch Date**".

1.10 If additional Acceptance Tests are required as a result of the default of the Customer, Equifax shall charge for such additional Acceptance Tests in accordance with the consultancy service charges set out in this Agreement or agreed with the Customer from time to time.

1.11 Until such time as it has Accepted the Delivery Mechanism, the Customer may not use the Delivery Mechanism to access the Information Services or use the test data for any purpose other than performing the Acceptance Tests.

1.12 The process set out in this paragraph 1 shall continue until such time as the Deliverable is Accepted.

2. **Acceptance of Deliverables**

2.1 The Acceptance Criteria for any Deliverables is that the Deliverable has been produced by Equifax utilising the methodology and data sources agreed by the parties.

2.2 The Customer has a period of 5 Business Days from delivery of the Deliverable by Equifax to assess whether the Deliverable meets the Acceptance Criteria ("**Deliverable Test Period**").

2.3 The Customer shall inform Equifax in writing whether or not the Deliverable meets the Acceptance Criteria. If the Customer considers that the Deliverable does not meet the Acceptance Criteria, it shall provide details of any non-compliance to Equifax in writing. Equifax shall use reasonable endeavours to rectify any non-conformance as soon as possible and, when it has, the Deliverable shall be re-submitted to the Customer. The Customer shall conduct any Acceptance Tests on the re-submitted Deliverable within 5 Business Days of its submission by Equifax ("**Deliverable Remedial Test Period**").

2.4 The process set out in this paragraph 2 shall continue until such time as the Deliverable is Accepted.

2.5 If the Customer:

2.5.1 fails to notify Equifax of the completion of the Acceptance Tests before the end of the Deliverable Test Period or, where relevant, the Deliverable Remedial Test Period, and there is no outstanding failure of the Deliverable to comply with the Acceptance Criteria which has been notified to Equifax;

2.5.2 fails to serve the Acceptance Notice within 7 days of completion of the Acceptance Tests; or

2.5.3 utilises the Deliverable in the course of its business for any purpose other than testing;

it shall be deemed to have Accepted the Deliverable.

3. **General**

If there is any dispute between the parties as to whether the Delivery Mechanism or a Deliverable meets the Acceptance Criteria, the matter shall be referred to the Dispute Resolution Procedure.

SCHEDULE 2
Permitted Purpose

To the extent that any of the below Permitted Purposes are listed in a Statement of Work, they shall have the meaning given below, unless expressly stated to the contrary in such Statement of Work.

Permitted Purpose	**Definition and Scope**
Credit Risk Assessment	Assessing the risk of granting credit to an applicant for consumer and/or business credit and directly relevant financial services.
Detecting Fraud	Identifying individual consumers or businesses making potentially fraudulent applications for credit and directly related Financial Services. Including undertaking (as applicable) address and bank account verification, employment status (and employer) checks, and Politically Exposed Person checks. In the context of this definition, “Fraudulent” means “fraud” as defined by the Fraud Act 2006 and any regulation, code of practice or government guidance (as amended or replaced from time to time).
Preventing Money Laundering	Identifying transactions and patterns of behaviour within individuals or businesses that seek to conceal the origins of illegally obtained money, typically by means of money transfers involving foreign banks or legitimate businesses as more specifically defined by the Proceeds of Crime Act 2002 and any regulation, code of practice or government guidance (as amended or replaced from time to time).
Debt Collection	Identifying the location (addresses) of debtors and assessing their ability to repay outstanding debts using a variety of legally available debt collection methods.
Individual ID Verification	Verifying the ID of individuals seeking to contract for goods and services, obtain credit and associated Financial Services, and apply for or take up an offer of employment.
Business ID Verification	Verifying the ID of a business entity (or an individual purporting to act on that businesses behalf) seeking to contract for goods and services, obtain credit and associated Financial Services.
Customer Management	To manage existing customer credit accounts by (i) setting credit limits, holds or facility increases; (ii) authorising individual transactions; and (iii) assess financial risks. Undertaking internal business analysis and research for the purposes of improving or developing products and service, provided that any Personal Data is anonymised or pseudonymised (as appropriate), and no information is used to profile or impact an individual consumer.
Employment ID, Credit and Fraud Risk Assessment	In relation to an employee or individual applying for a position of employment: (i) verifying their identity; (ii) assessing their creditworthiness (where permitted by Applicable Law); and/or

(iii) detecting or preventing potential instances of fraud by undertaking (as applicable) address and bank account verification, employment status (and employer) checks, and Politically Exposed Person checks.

The Parties acknowledge and agree that none of the Permitted Purposes allow the use of Services for direct marketing purposes, as such term is defined in Data Protection Laws and ICO guidance, unless expressly stated to the contrary in the Statement of Work.

In relation to any of the Permitted Purposes (and for the avoidance of doubt), Services and Output Data may also be used where necessary to comply with Applicable Law; or to exercise or defend a legal right, including to defend against any consumer claim or complaint.

SCHEDULE 3

Support Services

1. **Assistance with Delivery Mechanism Testing**

Equifax will provide such assistance as the Customer reasonably requests in connection with the testing of the Delivery Mechanism. Such assistance is included within the installation and/or setup charges applicable to the Delivery Mechanism set out in the relevant Statement of Work, to the extent that it does not exceed three man days' effort by a single consultant provided during the hours of 9 a.m. to 5 p.m. on Mondays to Fridays (excluding public holidays), Thereafter, the Customer shall be charged in accordance with the Consultancy Services Charges in the relevant Statement of Work.

2. **Customer Service Centre**

Equifax shall operate a telephone and email support service to the Customer as set out below:

Function	**Availability**
Telephone support for the management of incidents (as defined in paragraph 3 below) with the Services	Monday to Friday 8am to 6pm
Support by telephone, email or fax for any requests, queries or issues with any aspect of the Services or provision of the Information Services	Monday to Friday 8am to 6pm
Attendance at Customer and service review meetings	Monday to Friday 8am to 6pm

This service will be made available by email on hello@equifax.com by telephone on number 08000 560 560 or such email address or other number(s) as are notified to the Customer by Equifax from time to time

2.1 The reporting of incidents shall be carried out in accordance with the procedure specified in paragraph 3 of this Schedule.

3. **Correction of Incidents**

3.1 In this Schedule "incident" means any problem in the Information Services, with the Delivery Mechanism, which has a material effect on their accessibility or functionality.

3.2 If an incident occurs:

3.2.1 the Customer will notify Equifax as soon as reasonably possible by telephoning the number set out in paragraph 2 of this Schedule or such other numbers as are notified by Equifax from time to time, and supply Equifax such further information as is available to the Customer or which Equifax may reasonably request;

3.2.2 Equifax will as soon as reasonably practicable assess the nature of the incident and assign it to one of the categories set out in paragraph 5 of this Schedule;

3.2.3 the parties will use reasonable efforts to agree procedures in relation to specific incidents and, once a procedure has been agreed the Customer shall follow that procedure (and shall complete any relevant documentation) in relation to each subsequent incident of a similar nature; and

3.2.4 Equifax will use all reasonable efforts to correct incidents as soon as practicably possible by, in its sole discretion, amending the Information Services or the Delivery Mechanism, or by providing a patch or workaround or creating new programmes and will keep the Customer informed of its progress.

4. **Exceptions to Support Services**

4.1 Services to be supplied by Equifax under this Agreement shall not include the recovery or replacement of lost data or the correction of incidents attributable to:

4.1.1 amendments to the Information Services, the Delivery Mechanism not made by or under the supervision or direction of Equifax;

4.1.2 the reverse engineering or disassembling of the Information Services, the Delivery Mechanism other than by Equifax;

4.1.3 any computer hardware not provided by Equifax or other equipment;

4.1.4 any third party or other software which is installed on or which operates with or in relation to the Information Services, unless Equifax has installed such software itself;

4.1.5 any failure, interruption or other problem of or with electricity supplies;

4.1.6 any breach of any of the Customer's obligations under this Agreement; or

4.1.7 incorrect use of the Information Services or the Delivery Mechanism.

5. **Incident Classification**

5.1 Incidents shall be classified as follows:

Classification	**Description**	**Response Time / Update time**	**Target Resolution Time**
Severity 1	An incident is categorized as Severity level 1 when the following conditions are satisfied: Condition 1: Unavailability of one or more online services provided by Equifax, affecting multiple customers or partners during service hours Condition 2: A logical security breach whose severity could impact adherence to regulatory requirements	30 minutes	4 hours
Severity 2	Major inconvenience, some users affected. Example: All or some users experiencing slow responses or errors	1 hour	24 hours
Severity 3	Minor Incident, no impact on service. Example: A single user affected, business functionality still maintained	24 hours	3 days
Severity 4	Minor impact, information only	7 days	28 days

6. **Change Freezes**

Equifax may in its sole discretion implement change freezes where, during this time, only low risk changes or incident resolutions will be implemented, provided that the Customer is given at least 7 days’ prior notice.

SCHEDULE 4

Data Protection

1. In Processing any Personal Data in connection with this Agreement, each party shall:

1.1. put in place and maintain appropriate technical and organisational security measures to protect Personal Data from accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access;

1.2. promptly notify the other party if it suffers a Personal Data Breach in relation to Personal Data provided by the other party, and shall provide all reasonable assistance requested by the other party take all reasonably action to prevent, contain, and mitigate the impact of the Personal Data Breach;

1.3. regularly test the effectiveness of the measures described in paragraph 1.1 of this Schedule to ensure that such measures remain appropriate;

1.4. procure that its employees, workers, agents, contractors, consultants and suppliers engaged by it to perform any obligations related to the receipt or provision of the Services will, at all times, comply with the Data Protection Laws;

1.5. maintain up to date records of its Processing activities as necessary to demonstrate its compliance with this Agreement;

1.6. not transfer the information outside the UK or European Economic Area unless the transfer is permitted under the Data Protection Laws and any other Applicable Laws;

1.7. notify the other party promptly should it:

1.7.1. receive any complaint or any information notice, enforcement notice or other material correspondence from Supervisory Authority (including the FCA), which specifically concerns the provision or receipt of Service under this Agreement,

1.7.2. receive a complaint or claim from a Data Subject, which specifically concerns the provision or receipt of Service under this Agreement; or

1.7.3. receive a request from a Data Subject to exercise its rights under the Data Protection Laws, which specifically refers to the other party; and

1.8. provide all reasonable assistance and co-operation requested by the other party should the other party receive a communication or notice of the type described in paragraph 1.4 of this Schedule.

2. When sharing Personal Data in connection with this Agreement, each party warrants that the Personal Data has been obtained by that party in accordance with Data Protection Laws and that it’s disclosure to the other party does not constitute a breach of Data Protection Laws.

3. Without prejudice to the generality of paragraph 2 of this Schedule, when sharing Personal Data with Equifax, including by submitting a Search, the Customer shall:

3.1. ensure that fair notice has been provided to the Data Subject, in accordance with Data Protection Laws, informing the Data Subject that:

3.1.1. their Personal Data will be shared with a credit reference agency or fraud prevention agency, which may then retain that Personal Data and disclose it to third parties for the purposes of credit risk assessment, identity verification, fraud prevention, debt collection or such other uses as set out in the CRAIN; and

3.1.2. the Customer shall receive from the credit reference agency information concerning the Data Subject, together with the reason that the Customer intends to use such Personal Data aligned to the relevant Permitted Purpose under this Agreement;

3.2. make a copy of the CRAIN available to the Data Subject, which may be achieved by including a link to the CRAIN within the relevant fair processing notice presented to the Data Subject by the Customer, in accordance with paragraph 3.1 of this Schedule;

3.3. ensure that the correct Search type code, as notified by Equifax to the Customer, is used when conducting a Search, which the Customer acknowledges is crucial to ensure that the resulting Footprint is accurate and reflects the Search undertaken and ay failure to use the correct Search type code may distort and create an inaccurate credit report for an individual or company, potentially impacting their ability to obtain credit or be verified.

4. Promptly following a request by Equifax, the Customer shall make available copy of the information made available to Data Subjects in order for the Customer to comply with paragraph 3 of this Schedule.

5. When receiving any information from Equifax, including Personal Data, the Customer shall:

5.1. only use it for the Permitted Purpose; and

5.2. only use it for the Customer's own internal use except as otherwise permitted in a Statement of Work.

6. Without prejudice to the generality of paragraph 1.1 of this Schedule, the Customer shall ensure that it complies with and has in place security standards which are at least equivalent to the Equifax Security Requirements (as applicable), and if there is any conflict or inconsistency between the Equifax Security Requirements and the other terms of this Agreement, the Equifax Security Requirements shall prevail to the extent of such conflict or inconsistency.

7. To the extent that the Customer requests that Personal Data be sent by Equifax to a jurisdiction outside the UK or the European Economic Area, the parties shall first put in place appropriate transfer mechanisms to protect the Personal Data being transferred, as required by Data Protection Laws.

SCHEDULE 5

Equifax Security Requirements

This Schedule applies to any means through which the Customer accesses, receives or uses the Information Services including, without limitation, any access via system-to-system processes, personal computers or over the internet. For the purposes of this Schedule, "**Authorised User**" means the Customer's personnel, or the personnel of its sub-contractors or agents that the Customer has authorised to access, receive or use the Information Services or the data obtained through the use of such services ("**Equifax Information**"). For the purposes of this Schedule, the term "**Services**" or "Information Services" means the services provided by Equifax to the Customer under the Agreement to which this Schedule is appended or applicable.

The Customer will, with respect to handling the Equifax Information:

a) ensure that only Authorised Users can request or have access to the Services and take all necessary measures to prevent any unauthorised requests for or access to the Services by any person other than an Authorised User acting in accordance with the Agreement, including, without limitation, by limiting disclosure of any relevant Customer security codes, member numbers, user IDs, and any passwords the Customer may use access or user the Services, to those individuals on a need to know basis, and ensuring that Any user IDs are unique to each person, and the sharing of user IDs or passwords is prohibited;

b) ensure that Authorised Users are trained on the contents of this Schedule and instructed not to request any Equifax Information for any purpose other than as permitted by the Agreement, and not for any personal reasons or to provide Equifax Information to third parties except as permitted by the Agreement and this Schedule

c) ensure that secure authentication practices are utilized when accessing the Services, including but not limited to restricting access based on Authorised User location and only permitting access to the Services through Customer approved devices;

d) ensure that Equifax Information is encrypted in transit with Advanced Encryption Standard (AES)-256 or an equivalent or better National Institute of Standards and Technology (NIST) approved cypher;

e) use commercially reasonable efforts to secure Equifax Information at rest, including: (i) encrypting all Equifax Information at rest in accordance with industry accepted encryption standards; (ii) separating Equifax Information from the Internet or other public networks by firewalls configured to meet industry accepted best practices; (iii) protecting Equifax Information through multiple layers of network security, including but not limited to, industry-recognized firewalls, routers, and intrusion detection/prevention devices (IDS/IPS), (iv) securing access (both physical and network) to systems storing Equifax Information; and (v) patching servers on a timely basis with appropriate security-specific system patches, as they are available;

f) ensure that: (i) all hard copy Equifax Information is stored in a secure manner; (ii) Equifax Information, including electronic and hard copy information, is securely destroyed when no longer needed for the the Customer's permitted use of the Services under the Agreement; and (iii) maintain documented policies to ensure compliance with the foregoing;

g) not allow Equifax Information to be displayed via the Internet unless utilizing, at a minimum, a three-tier architecture configured in accordance with industry best practices;

h) use commercially reasonable efforts to establish procedures and logging mechanisms for systems and networks that will allow tracking and analysis in the event there is a compromise, and maintain an audit trail history;

i) provide prompt notification to Equifax of any change in address or office location where Equifax Services are or will be accessible, and permit Equifax or its designated representative to conduct an onsite visit of the new location in accordance with the rights of audit set out in the Agreement; and

j) in the event that the Customer has a Security Incident involving Equifax Information, the Customer will notify Equifax as soon as possible, but in no event more than twenty-four (24) hours following the Security Incident, and: (i) fully cooperate with Equifax in a security assessment process; (ii) promptly remediate any findings; and (iii) take all necessary actions to prevent a recurrence. For purposes of this Section

"***Security Incident***" means any suspected or actual breach, theft or unauthorized access, use, misuse, theft, vandalism, modification or transfer of or to Services or Equifax Information.

If Equifax reasonably believes the Customer is in breach of this Schedule, Equifax may, in addition to any other right or remedy it has under the Agreement, with reasonable advance written notice to the Customer and at Equifax's sole expense, conduct, or have a third party conduct on its behalf, an audit of the Customer's facilities, security practices and procedures to the extent Equifax reasonably deems necessary, including an on-site inspection, to evaluate the Customer's compliance with the data security requirements of this Schedule.