STATEMENT OF WORK

DEBT SALE

THIS STATEMENT OF WORK is dated 2025

Between:

(1) **TDX GROUP LIMITED** incorporated and registered in England and Wales with company number 05059906 registered office is at 1 Angel Court, London, EC2R 7HJ ("**TDX**"); and

(2) [**CUSTOMER**] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [INSERT] (the "**Customer**").

BACKGROUND

A. The Parties have entered into a master services agreement dated [DATE] ("**MSA**"), allowing the Customer to request services from TDX from time to time.

B. Under the terms of the MSA, the Customer requests certain services to be provided by TDX, and TDX agrees to provide such services to the Customer in accordance with this Statement of Work.

IT IS AGREED as follows:

1. STRUCTURE

1.1 Unless stated to the contrary in this Statement of Work, the terms used in this Statement of Work shall have the same meaning as given to them in the MSA.

1.2 The terms of the MSA are incorporated into, and form part of this Statement of Work. If there is any conflict between the terms set out in the MSA and this Statement of Work, the MSA shall prevail unless expressly stated to the contrary in this Statement of Work (referencing the provision which is to be superseded/varied).

1.3 This Statement of Work comes into effect on the date set out above and shall continue for the period set out in Clause 2, unless terminated at an earlier date in accordance with the terms of the MSA.

2. SUMMARY OF SERVICES

2.1 The Parties agree as follows:

Information Services or "Services"	TDX shall provide the following services: a) **Debt Brokerage Services**, as described in Schedule 1 to this Statement of Work; and b) **Credit Search Services**, as described in Schedule 2 of this Statement of Work
Consultancy Services	To the extent applicable, as described in Schedule 1 to this Statement of Work.
Delivery Mechanism	The Information Services shall be provided to the Customer via Secure File Gateway, a secure internet file transfer system.

Commencement Date	the date of this Statement of Work.
Term of this Statement of Work ("Term")	A period from the Commencement Date until completion of services and payment of all Charges, subject to any early termination as permitted by this Statement of Work
Charges	As per Schedule 3 to this Statement of Work
Permitted Purposes	The Customer may only utilise the Information Services for the following Permitted Purposes: **Debt Sale** – analysing debt held by the Customer to determine the most appropriate approach for its sale to potential bidders and identifying a suitable bidder for such debts. Nothing in this Statement of Work shall prevent the Customer from using the information received as part of the Information Services where necessary to comply with Applicable Law or to exercise or defend a legal right, including to defend against any consumer claim or complaint.
Role of Equifax and Equifax Terms	The parties acknowledge and agree that: a) the Credit Search Services shall be provided by TDX's Group company, Equifax Limited ("**Equifax**"); b) any obligation within this Statement of Work on TDX to provide the Credit Search Services shall accordingly be an obligation on TDX to procure the provision of such services from Equifax; c) in order to receive the benefit of the Credit Search Services, the Customer agrees to be bound by and comply with the Equifax Terms set out in Schedules 5; and d) for the purposes of the Contracts (Rights of Third Parties) Act 1999, Equifax shall have the right to enforce the Equifax Terms directly and, in the event that the Customer acts in breach of the Equifax Terms, Equifax may enforce its right to withhold or terminate provision of the Credit Search Services.
Closed User Group Requirements	The Customer acknowledges and agrees that, in order to receive the private credit data as part of the Credit Search Services provided under this Statement of Work, it must be and continue to be a member of the closed user group known as "**Insight**", and enter into and comply with the Insight Terms and Conditions with Equifax and the Principles of

	Reciprocity. [EITHER:] [The Parties confirm that: ● the Customer is a member of Insight as at the date of this Statement of Work; ● the Credit Search Services will accordingly include use of Insight data; and ● the Customer hereby authorises TDX to use the Insight data in accordance with this Statement of Work.] [OR] [The Parties confirm that: ● the Customer is not a member of Insight as at the date of this Statement of Work; ● until such time that the Customer becomes an Insight member, the Credit Search Services will accordingly not include use of Insight data; and ● if and to the extent that the Customer does become an Insight member during the term of this Statement of Work, Insight data can be used as part of the Credit Search Services, and the Customer hereby authorises TDX to use the Insight data in accordance with this Statement of Work.]
Data Protection	The parties acknowledge and agree that each party's Processing of Personal Data in connection with this Statement of Work shall be as follows: a) the Customer shall be an independent Controller of the Personal Data shared with or received from TDX; and b) TDX shall be a Processor acting on behalf of the Customer in relation to Personal Data shared by or obtained on behalf of the Customer; and c) Equifax shall be an independent Controller of any Personal Data it Processes in connection with the Credit Search Services, as further described in the Equifax Terms at Schedule 4 of this Statement of Work.
Deliverables	The Information Services, Delivery Mechanism and any related Output Data
Group Participants	[N/A]

	[OR] [The parties acknowledge and agree that the below listed member(s) of the Customer's Group can undertake Searches and receive Output Data under this Statement of Work, provided that: a) the Customer remains liable for the Group Participant and shall ensure that the Group Participant complies with this Statement of Work and the MSA (as applicable); and b) the Group Participant is and continues to be a member of the closed user group known as Insight to the extent that the Group Participant conducts or benefits from Searches which use such closed user group data.] [DETAILS OF GROUP PARTICIPANT, NAME, ADDRESS, COMPANY NUMBER]
Provisions which specifically apply to this Statement of Work	[N/A] [OR] [ADD ANY ADDITIONAL OBLIGATIONS BESPOKE TO THIS SOW]

The Parties agree that this Statement of Work shall form part of the MSA and each agree to be bound by the terms of both documents.

.... Signed on behalf of **TDX GROUP LIMITED** Name: Date: Position:	.... Signed on behalf of **[CUSTOMER]** Name: Date: Position:

SCHEDULE 1

DEBT BROKERAGE SERVICES

1. DEFINITIONS AND INTERPRETATION

1.1 For the purposes of this Schedule the following words and expressions shall have the following meanings, and any other defined terms shall have the meaning given in the MSA:

"Assets"	debts owned by the Customer, which are non-performing and final;
"Bidder"	each of the organisations selected through the 'Bidder Panel Selection' services set out in clause 4.1.5, which express an interest in purchasing the Assets;
"Debt Sale"	A transfer of the Assets by the Customer to a successful Bidder; and
"Forward Flow"	an arrangement between a Bidder and the Customer, under which the Bidder agrees to purchase debt that is not included in the Assets, with those additional accounts to be transferred to the Bidder after the Debt Sale.

2. DISCLAIMER

2.1 Nothing in this Statement of Work shall operate as a guarantee given by TDX that a successful Bidder will be found, the price achieved for the Assets will be the best price available, or the Bidder selected by the Customer will be suitable for the Customer's requirements.

3. TIMELINE

3.1 As soon as reasonably practicable following the Commencement Date, TDX will invite the Customer to a meeting to discuss and agree the project timeline.

3.2 As part of this session TDX will meet with relevant Customer personnel to understand the Customer's internal processes, from acquisition stages through the collections process. This may include the review of customer account data on the Customer's system.

3.3 The purpose is to set out the Customer's objectives for the Debt Sale and for TDX to indicate how it proposes to perform the Services, which shall include:

3.3.1 setting a project plan for the Debt Sale, including key milestones;

3.3.2 agreeing roles and responsibilities of TDX's and the Customer's project teams; and

3.3.3 agreeing a list of potential Bidders to invite to participate in the Debt Sale.

4. DESCRIPTION OF SERVICES

4.1 TDX shall provide the following Services:

4.1.1 **Data Extraction**

a) The Customer shall provide to TDX all relevant information in relation to the Assets, including details of the relevant debtors, as necessary to provide the Services ("**Asset Data**"). Such information will be transferred via Secure File Gateway.

b) To the extent that the Customer requires TDX to request the extraction of Asset Data from Equifax, TDX will work with the Customer to determine what data shall be requested and extracted on behalf of the Customer.

c) If for any reason the Customer decides to change the Assets or requires separate information, causing a second Asset Data file to be extracted or received by TDX, TDX will be entitled to charge for any duplication of work at a standard day rate of £1,250 (plus VAT) per day.

4.1.2 **Data cleansing and enrichment**

a) TDX will undertake the following data cleanse and validation activities in relation to the Asset Data:

- account reconciliation;
- identify Assets the Customer may wish to consider excluding from the sale portfolio, for example, because the debts may be subject to issues such as fraud, bankruptcy, deceased debtor, or debtor imprisonment;
- seek to improve Bidder valuations of the Assets by providing a clear overview of them;
- appending additional information in relation to the Assets, including by undertaking Searches of the relevant debtor on behalf of the Customer as part of the Credit Search Services; and
- enhance the segmentation and data quality of the Assets with data items such as residential status and insolvency status.

4.1.3 **Segmentation**

a) TDX will undertake analysis of the Asset Data, together with in additional information obtained as part of the data append services described in paragraph 4.1.2, to provide a recommendation for segmentation to create tranches that seek to meet specific Bidders' operational requirements.

b) By aligning segmentation with operational specialism, TDX will help the Customer identify potential Bidders with exceptional operational capabilities and link those capabilities to certain types of debt to price those tranches as undiluted individual segments.

c) Analysis performed by TDX will be performed in order to recommend which segment of Assets should be included in the initial sale, and those for any subsequent sale. This will only be a recommendation with the final decision to be determined by the Customer.

d) Subject to the payment of the Set-up and Segmentation Fees set out in Schedule 3 (Charges), after receiving the recommendation of TDX described in clause 4.1.3(c) but before proceeding to receive the 'Data Tape and Marketing Pack' and 'Bidder Panel Selection' services described in clauses 4.1.4 and 4.1.5, the Customer shall have the right to terminate this Statement of Work by serving 10 days' written notice on TDX and upon receiving such notice to terminate, TDX will cease to have any obligation to provide any additional services under this Statement of Work.

4.1.4 Data Tape and Marketing Pack

a) TDX will produce a draft data tape and marketing pack to be shared with potential Bidders, to include:

- due diligence schedules;
- information on the bidding processes;
- acquisition history;
- the high-level management processes;
- previous internal and external collections and recoveries processes
- segmentation overview
- segment level statistics
- Assets statistics; and
- a data dictionary

b) The content of the marketing pack is dependent on the input of the Customer, and TDX will work with the Customer to refine the content and to agree the final content. No changes will be made without the Customer's written approval. TDX's logo and standard disclaimer will be included in the portfolio profile document.

4.1.5 Bidder Panel Selection

a) TDX will liaise with the Customer to select and agree appropriate Bidders, taking into account the nature of the Assets, the likelihood of Bidders being acceptable to the originating creditors and any particular Customer requirements.

b) The Customer will approve the panel of Bidders in writing. Following such approval, the Customer hereby instructs TDX to send the data tape and portfolio profile document to Bidders using TDX's Secure File Gateway, and TDX shall act as a point of contact between each Bidder and the Customer.

c) The parties acknowledge and agree that it is the Customer's responsibility to ensure that any sharing of Asset Data or Output Data with Bidders by TDX at the instruction of the Customer, is in accordance with all Applicable Laws and the Customer shall ensure appropriate terms are in place between the Customer and the Bidder to procure that Bidders only use Asset Data and Output Data in accordance with Applicable Law, this Statement of Work and the Permitted Purpose (as applicable).

4.1.6 Due Diligence

a) TDX will facilitate due diligence requests of the Bidders, including coordination and support of any on-site due diligence required by Bidders.

b) TDX will compile and distribute a consolidated question and answer document to all Bidders, following its approval by the Customer.

c) TDX will provide the Customer with a due diligence report setting out the Bidder due diligence agenda, question and answer pack and a list of any new data that was provided post due diligence.

4.1.7 **Bidding Process**

a) TDX shall plan and manage the bidding process on behalf of the Customer, on the basis that bidding will be by two rounds of blind bids, unless otherwise agreed between the Customer and TDX. TDX will provide feedback to Bidders and the Customer between bidding rounds.

b) The first round of bidding will be before Bidders are permitted to perform due diligence. This is designed provide an indication of how likely the Bidders are to proceed.

c) TDX will advise the Customer whether any alternative approaches to the standard blind bidding process should be considered, and shall implement such changes at the request of the Customer, subject to the agreement of any additional Charges.

d) On completion of the second round of bidding, TDX will provide the Customer with details of all bids. TDX will reasonable assistance to the Customer in the Customer’s selection of the successful Bidder(s).

e) TDX shall keep the Customer informed of Bidder interest, feedback and anticipated appetite to participate in the process and shall provide the Customer with a report containing such information in relation to all bidding activity following each round of bidding.

f) Subject to clause 4.1.8(c) and the payment of any Set-up Fees, Segmentation Fees and relevant Commission Fees, as set out in Schedule 3 (Charges), after receiving bids from Bidders, the Customer shall have the right to terminate this Statement of Work by serving 10 days’ written notice on TDX and upon receiving such notice to terminate, TDX will cease to have any obligation to provide any additional services under this Statement of Work.

4.1.8 **Transaction Execution**

a) The Customer is responsible for executing the Debt Sale, including the preparation and execution of all necessary documentation with the successful Bidder(s).

b) On the Customer’s written instruction, TDX shall arrange for any Asset Data and Output Data files to be made available to the relevant Bidder(s).

c) The parties acknowledge and agree that, in the event that a Debt Sale or Forward Flow is completed within 12 months of the expiry or termination of this Statement of Work, the Commission Fees shall remain due as if the Debt Sale had occurred within the term of this Statement of Work.

SCHEDULE 2

CREDIT SEARCH SERVICES

1. CREDIT SEARCHES

The Customer, via TDX, shall be permitted to conduct a Search of Equifax's database in relation to the individual debtors to which the Assets relate.

The Search shall return the following information:

[DETAILS]

Changes

TDX may cease to supply all or some of the Credit Search Services if such supply is no longer possible under the terms of the agreement TDX or Equifax (as the case may be) has in place with its third party data suppliers and such data cannot be obtained elsewhere despite TDX using reasonable endeavours.

2. PRODUCT RULES

[DELETE IF NOT APPLICABLE]

Location tracing services and contact refresh – Product Rules – February 2023

For the purposes of the below product rules, "organisation" shall refer to the Customer.

1. PRODUCT OVERVIEW

a) The Equifax Tracing Services refers to the provision by Equifax of an individual's address, telephone number, email address or other contact details ("**Trace Data**") to assist in the tracing of an organisation's customers.

b) Equifax provides no warranty or guarantee that the Trace Data is accurate as it may not be current, and although the information is provided in good faith, Equifax is not in a position to check its validity. Therefore, no action should be taken by any organisation solely on the basis of the Trace Data alone, and organisations should undertake its own reasonable due diligence to verify that the information is relevant to the individual concerned.

2. DATA PROTECTION

a) In receiving and processing the Trace Data, the recipient organisation shall act as an independent Controller and will comply with its obligations under the Data Protection Laws.

b) Without prejudice to the generality of the above, the recipient organisation will ensure that it has a lawful basis to process the Trace Data and following receipt of the Trace Data, provides fair notice of its processing of the updated personal data the relevant individual within the period required under Data Protection Laws.

3. RULES OF USE

a) The organisation will only use the Trace Data where it is necessary to contact an individual in relation to any of the following:

a. debts owed by the individual to the organisation or a third party for which the organisation is acting;

b. products or services the individual currently receives (or has previously received) from the organisation, and such contact is necessary to provide that individual with one or more of the following:

   i. necessary service updates, which do not unfairly prejudice the individual;

   ii. information in relation to assets or monies due to the individual; or

   iii. information in relation to any other benefits due to the individual,

   provided that at all times, the organisation **does not** use the Trace Data for any direct marketing purposes (as such term is defined in the Data Protection Laws), including (for the avoidance of doubt) any communications requesting permission to send direct marketing, any offers of product or service upgrades or other cross selling, without having first obtained the consent of the individual to use the Trace Data for this purpose.

To the extent that there is a change in applicable laws (including the Data Protection Laws) or a regulator publishes guidance, which indicates that provision of Trace Data is (or will be) unlawful, Equifax may immediately suspend or terminate the organisation's access to Trace Data by written notice, explaining the issue giving rise to such suspension or termination, which the parties will discuss in good faith.

BT OSIS END USER TERMS/PRODUCT RULES

These BT OSIS Terms shall only apply where the Customer receives BT OSIS Data as part of a QCB (as such term is defined above).

1. For the purposes of these BT OSIS Terms, the following definitions shall apply:

"BT"	shall mean British Telecommunications plc;
"BT OSIS Data"	the name, address and telephone number of a consumer or business;
"BT Marks"	shall mean registered or unregistered trademarks and service marks, house marks and marks of ownership, trading names, brand names, distinctive colour schemes, devices, styles, emblems and other manifestations associated with BT;
"You" or "Your"	shall mean the Licensee's customer;
"Licensee"	shall mean TDX Limited.

2. These BTOSIS Terms shall apply only to the extent that You receive BT OSIS Data from the Licensee.
3. In relation to Your receipt and use of BT OSIS Data, You shall:
   a. comply with all applicable laws and codes of practice including those in relation to data protection and privacy of information;
   b. use all reasonable endeavours to prevent any unauthorised disclosure of any BT OSIS Data and keep it appropriately secure and confidential; and

c. only use or process any of BT OSIS Data for Your own internal purposes or, in the alternative, for a single use for a single specific person who is Your customer.

4. To the extent that any complaint is made which relates to Your use of the Information, You shall assist BT and the Licensee in investigating the complaint and shall take such steps as are reasonably necessary to remedy the complaint as soon as practicable.
5. You shall not:
   a. distribute, publish or display any material amount of the BT OSIS Data by any means, except as otherwise permitted by these BT OSIS Terms;
   b. export or permit the export of the BT OSIS Data to a country which is not within the UK or European Economic Area, without the prior written express consent of the Licensee and/or BT;
   c. have any rights to use the BT Marks and shall not make reference to BT or any BT product or service in any promotional or marketing advertising, communications, literature or packaging; and
   d. alter any copyright or other intellectual property right acknowledgement or confidentiality marking incorporated into or applied to the BT OSIS Data and/or documentation owned by BT.
6. You acknowledge that BT OSIS Data only provides the surname of an individual and therefore does not, on its own, meet the full name match threshold outlined in the HM Treasure approved Joint Money Laundering Steering Group ‘JMLSG’ (AML industry) guidelines for use as part of anti-money laundering checks.

SCHEDULE 3

CHARGES

[EXAMPLE FEE CLAUSE PROVIDED BELOW – THIS MUST BE REVIEWED AND APPROVED BY FINANCE]

SET-UP FEE:

The Customer shall pay a fixed fee of £[AMOUNT] in consideration for the set-up of the Information Services, which shall be invoiced in advance.

SEGMENTATION FEE:

The Customer shall pay a fee for the Credit Search Services, calculated at a PayGo Rate of £[AMOUNT] per Search.

The Data Enrichment fee shall be invoiced upon completion of the 'Segmentation' stage as set out in clause 4 of Schedule 1 of this Statement of Work

DEBT BROKERAGE SERVICES FEE

The Customer shall pay a "**Commission Fee**" in consideration for the Debt Brokerage Services, charged as a percentage of actual or anticipated gross proceeds of the proposed Debt Sale(s) and Forward Flow, which shall vary depending on whether the Debt Sale and any Forward Flow takes place and, if it does not take place, at what point in the process.

Charges where Debt Sale(s) takes place

Where a Debt Sale or Forward Flow takes place, the Customer shall pay an amount equal to the relevant percentage of actual gross proceeds of the Debt Sale or Forward Flow calculated on the price achieved for the Debt Sale or Forward Flow, as set out in Table 1 below, which shall be invoiced following completion of the Debt Sale.

Table 1

Debt Sale/Forward Flow price achieved	**Commission Fee (as percentage of anticipated gross proceeds)**
Less than £[AMOUNT] per £1 of Debt	[AMOUNT]%
Between £[AMOUNT] and £[AMOUNT] per £1 of Debt	[AMOUNT]%
£[AMOUNT] or greater per £1 of Debt	[AMOUNT]%

Charges where the Debt Sale does not take place after bids have been received:

Where the Debt Sale does not take place after bids have been received, the Customer shall pay an amount equal to the percentage of anticipated gross proceeds of the proposed Debt Sale, as if the Debt Sale had completed, calculated by reference to the highest price submitted by a Bidder, as set out in Table 2 below.

Table 2

Highest price submitted by a Bidder	Commission Fee (as percentage of anticipated gross proceeds)
Any amount	[AMOUNT]%

For the purposes of the above, a Debt Sale will be held not to have taken place either where the Customer notifies Equifax in writing or where a period of 6 months has elapsed since the first bid was received.

Charges where Debt Sale does not take place before bids have been received:

Where the Debt Sale does not take place before any bids are received, the Customer shall not be required to pay any Commission Fee.

GENERAL:

Each of the amounts detailed above are exclusive of any applicable value added tax or other sales tax, which shall be added to each invoice.

SCHEDULE 4

EQUIFAX TERMS

1. These Equifax Terms are made up of the following parts:

    a. **Definitions**; and
    b. **the Credit Search Service**

2. By signing this Statement of Work, the Customer enters into these Equifax Terms direclty with Equifax and agrees to use the Credit Search Services and related Output Data it receives via TDX in accordance with these Equifax Terms.

3. The Customer acknowledges and agrees that:

    a. the Customer’s right to receive the Credit Search Services is granted by TDX under the terms of the Statement of Work to which these Equifax Terms are appended;
    b. the purpose of these Equifax Terms is to ensure that (i) the Customer receives and utilises the Credit Search Services in accordance with Equifax’s requirements; and (ii) Equifax can directly enforce these requirements as necessary; and
    c. accordingly, Equifax shall owe no direct obligations to the Customer in relation to its provision of the Credit Search Services, and Equifax shall not be directly liable to the Customer for any failure by Equifax to provide the Credit Search Services. In the event that the Customer wishes to enforce its rights to receive the Credit Search Services or raise a claim in relation to a breach of this Statement of Work in respect of such Services, the Customer shall raise such claim or enforce such rights against TDX.

4. These Equifax Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law, and 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 these Equifax Terms or their subject matter or formation (including non-contractual disputes or claims).

PART 1 – DEFINITIONS

For the purposes of these Customer Terms ("**Terms**") the following words and phrases shall mean as follows, unless expressly stated to the contrary:

"Applicable Laws"	means all applicable laws, enactments, 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, including: a) The Consumer Credit Acts 1974 and 2006; b) The Data Protection Laws; c) The Regulations; d) The Representation of the People (England and Wales) Regulations 2001; e) The Financial Services and Markets Act 2000 (Money Laundering Regulations 2001); f) Rules made by the Steering Committee on Reciprocity; and g) The Guide to Credit Scoring 2000
"Closed User Group"	means a closed user group of participants, which have signed up to and abide by a specific set of closed user group terms which enables them to access and use certain information. For example, the closed user group known as "Insight", which permits members to receive and make use of private credit data in accordance with the Principles of Reciprocity as published by the Steering Committee on Reciprocity (SCOR) from time to time, or any replacement governing body and data sharing rules published by that body from time to time.
"Closed User Group Data"	means any data held by Equifax on behalf of a Closed User Group.
"Closed User Group Member"	means a party that has signed up to and abides by a set of Closed User Group terms, which enables them to have access to the relevant Closed User Group Data.
"Consumer"	any individual about whom information is requested or accessed via the Credit Search Services;
"CRAIN"	means 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;
"Credit Search Services"	has the meaning given in the Statement of Work;
"Customer"	shall mean the commercial entity named as the 'Customer' in the Statement of Work;
"Data Protection Laws"	means all applicable data protection and privacy legislation in force from time, including the UK GDPR and the Data Protection Act 2018, as all such laws are updated from time to time, and all other 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, and the terms "**Controller**", "**Data Subject**", "**Data Subject Access**

	Request” “**Personal Data**”, “**Processing**” and “**Processor**” shall have the meaning given in the UK GDPR;
“Equifax”	means Equifax Limited, a company incorporated and registered in England and Wales with company number 2425920 registered office is at 1 Angel Court, London, EC2R 7HJ;
“Input Data”	means any information provided to Equifax by or on behalf of the Customer, including information forming part of a Search, such as a consumer’s name, address and date of birth;
“Output Data”	means any information or data provided by Equifax that the Customer is authorised to receive as part of the Credit Search Services;
“Permitted Purposes”	has the meaning given in clause 2 of the Statement of Work;
“Product Rules”	means those additional terms and conditions set out in Schedule 2 the Statement of Work (as applicable);
“Search”	means a search made of Equifax’s credit reference database for the purpose of obtaining information in relation to an individual or corporate entity;
“Statement of Work”	the statement of work entered into between the Customer and TDX, to which these Terms relate or are incorporated by reference;
“TDX”	TDX Group Limited, incorporated and registered in England and Wales with company number 05059906 registered office is at 1 Angel Court, London, EC2R 7HJ; and
“UK GDPR”	means Regulation (EU) 2016/679 of the European Parliament (General Data Protection Regulation or 'GDPR') as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018.

It is further agreed that for the purposes of these Terms:

a) clause headings are for convenience only and shall not affect the interpretation of these Terms;

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

c) unless the context requires otherwise:

  i. words importing the singular shall include the plural and vice versa;

  ii. a reference to any statute or statutory provision is a reference to that statute as from time to time amended, consolidated or re-enacted and all rules, regulations, statutory instruments or orders made under it;

  iii. any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms; and

  iv. obligation on a party not to do something includes an obligation not to allow that thing to be done.

PART 2 – CREDIT SEARCH SERVICE TERMS

1. PERMITTED USE AND CLOSED USER GROUPS

1.1 The Customer shall only use the Credit Search Services and related Output Data for its own internal business purposes;

1.1.1 in compliance with all Applicable Laws;

1.1.2 for the Permitted Purposes; and

1.1.3 in compliance with these Terms and any applicable Product Rules.

1.2 The Customer must not:

1.2.1 resell or offer to resell any of the Output Data; or

1.2.2 disclose to any other person any of the Output Data, except:

1.2.2.1 when required to do so by law or any regulatory authority, including following a Data Subject Access Request submitted by a consumer to whom the data relates; or

1.2.2.2 to the Customer's personnel whose duties reasonably require such disclosure, on condition that the Customer ensure that each such person to whom such disclosure is made, is informed of the Customer's obligations under these Terms, and are subject to equivalent obligations.

1.3 Where the Credit Search Services require the Customer to first be a member of a closed user group and enter into the relevant closed user group terms with Equifax, the Customer shall not receive or be entitled to receive the relevant Credit Search Services or Output Data until:

1.3.1 the Customer has entered into the relevant Closed User Group terms directly with Equifax; and

1.3.2 the relevant Closed User Group requirements are met.

1.4 The Customer hereby:

1.4.1 authorises Equifax to send Output Data in response to a Search to TDX, which is acting for and on behalf of the Customer as its service provider under the Statement of Work to which these Terms relate or are incorporate by Reference; and

1.4.2 confirms that it has authorised TDX to receive Closed User Group Data on behalf of the Customer.

2. ACCURACY

2.1 The Customer acknowledges and agrees that:

2.1.1 the information forming part of the Output Data is provided to Equifax by third parties over which Equifax does not have control, in particular in relation to the accuracy or completeness of such information;

2.1.2 the volume and nature of the information on Equifax databases makes it impractical for Equifax to verify the information; and

2.1.3 Equifax does not provide any warranty as to the accuracy or completeness of the Output Data.

3. DATA PROTECTION AND TRANSPARENCY

3.1 For the purposes of the Data Protection Laws, the Customer and Equifax shall be independent Controllers of any Personal Data contained within the Input Data and Output Data, when it Processes such Personal Data in connection with the Credit Search Services, and the Customer shall comply with its obligations under the Data Protection Laws.

3.2 Without prejudice to the generality of clause 3.1, before providing any Input Data to Equifax, including via TDX, or otherwise conducting a Search in relation to an individual consumer, the Customer shall:

3.2.1 ensure that it has a lawful basis to disclose the Personal Data contained within the Input Data and receive any Personal Data contained within the Output Data for the intended Processing purposes;

3.2.2 notify the individual about whom a Search is made that their information will be disclosed to a credit reference agency, which may keep a record of that information and disclose it (and the fact that a search was made) to its other customers, including for the purposes of assessing the risk of giving credit and occasionally to prevent fraud, money laundering and to trace debtors;

3.2.3 make a copy of the CRAIN available to the individual so that they might understand how the credit reference agencies Process their Personal Data; and

3.2.4 on request, provide to Equifax a copy of the notification used to satisfy the obligations at this clause 3.2.

3.3 To the extent that the Customer receives a request or enquiry from a Data Subject or a regulator, relating to the Personal Data disclosed as part of the Output Data received as part of the Credit Search Services, which specifically refers to Equifax, it shall promptly notify Equifax.

3.4 The Customer acknowledges and agrees that Equifax shall use Input Data in accordance with the CRAIN.