EXPERIAN RESELLER SHORT FORM TERMS AND CONDITIONS (TO BE USED IN THE INSTANCE WHERE THE RESELLER EMBEDS THE EXPERIAN SERVICES INTO ITS OWN PRODUCTS AND DOES NOT RESELL THE EXPERIAN DATA OR SERVICES IN THEIR RAW FORMAT)
VERSION 3.0s (11/26)

1. **PRIMARY OBLIGATIONS AND WARRANTIES**

1.1. Experian shall:

1.1.1. provide the Services in accordance with the Specification;

1.1.2. use all reasonable care and skill in the performance of the Services;

1.1.3. use all reasonable care and skill in the collection and collation of any data on which the Services are based or which is comprised within the Services.

1.2. The Reseller shall:

1.2.1. act diligently and in good faith in all its dealings with Experian, End Users, and prospective End Users;

1.2.2. provide Experian with any information or assistance which the parties have agreed the Reseller shall provide in order for Experian to perform its obligations under this Agreement, and shall use all reasonable endeavours to ensure that any such information provided to Experian is complete, accurate and in the agreed format;

1.2.3. not do anything to harm Experian's reputation;

1.2.4. not pledge the credit of Experian in any way or bind it by contract or otherwise, except as specifically permitted under this Agreement;

1.2.5. not modify the Services save as permitted by Experian for incorporation in the Reseller Products;

1.2.6. not make any reference to Experian in its provision of Reseller Products except as expressly permitted by Experian in writing;

1.2.7. not register any domain name relating to the Services or resembling the Trade Marks which is likely to deceive or cause confusion for use on the Internet except with the prior written consent of Experian;

1.2.8. not make any representations about the Experian Materials except with the prior written consent of Experian; and

1.2.9. appoint a nominated person to liaise with Experian regarding all aspects of this Agreement.

1.3. Each of the parties shall

1.3.1. use all reasonable endeavours to perform its obligations under this Agreement in accordance with the Project Timetable; and

1.3.2. ensure that its personnel, whilst on the premises of the other party, comply with that party's reasonable regulations governing security and health and safety as have been notified to it.

1.4. Each party warrants that:

1.4.1. it has the full power and authority to enter into this Agreement;

1.4.2. it has obtained and will continue to hold all necessary licences, consents, permits, and agreements required for it to comply with its obligations under this Agreement and for the grant of rights to the other party under this Agreement;

1.4.3. the use by the other party as permitted by this Agreement of any information, data, software, documentation, scorecards and/or services which it provides to the other party shall not infringe any third party Intellectual Property Rights in the United Kingdom.

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

1.6. The Reseller shall ensure that all End Users enter into a written agreement with the Reseller prior to the Reseller supplying any Reseller Products to the End User. Such agreement shall contain all terms necessary to enable the Reseller to comply with its obligations under this Agreement.

2. **APPOINTMENT AND TERM**

2.1. Experian agrees to supply the Services to the Reseller and permits the Reseller to incorporate the Services within the Reseller Products for sale to End Users. The Reseller agrees to act in that capacity, upon the terms and conditions of this Agreement.

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

3. **PAYMENTS AND INVOICING**

3.1. The Reseller shall pay the fees set out in the Schedule.

3.2. Apart from any sums which are stated in the Schedule to be payable in accordance with a specified payment timetable, all sums payable by the Reseller to Experian will be invoiced monthly in arrears. All invoices are payable in cleared funds within 30 (thirty) days of the date of the relevant invoice. Experian's records of the Reseller's use of the Services shall be used as the basis for calculation of fees payable for the Services unless there is evidence of such records being incorrect and Experian shall make such records available to the Reseller for inspection. If the Reseller (acting reasonably and in good faith) believes that the amount of any invoice submitted by Experian under this Agreement is incorrect, the Reseller shall notify Experian of this and the reasons for this belief and of the amount of the invoice which it believes to be incorrect (the "Disputed Amount"). Provided that any such notification and payment of the invoice other than the Disputed Amount have been received by Experian by the due date for payment of the invoice (the "Due Date"), the Reseller shall be entitled to withhold payment of the Disputed Amount until the date on which the relevant dispute is resolved by the parties. Both parties shall act reasonably and promptly in attempting to resolve any such dispute.

3.3. Unless stated otherwise in the Schedule, all fees specified shall be exclusive of all reasonable out of pocket expenses which shall, where agreed by the Reseller, be payable in addition by the Reseller. Experian shall provide receipts or other reasonable evidence to the Reseller of all out of pocket expenses.

3.4. If any sum payable by the Reseller to Experian other than the Disputed Amount is not paid in cleared funds by its due date, subject to Clause 3.2, Experian shall be entitled to charge interest on the overdue amount at 2% above Barclays Bank plc's base rate from time to time. Interest will accrue on a daily basis from the due date up to the date of actual payment, after as well as before judgment. In addition, Experian shall, on giving written notice to the Reseller, be entitled (without prejudice to any other right or remedy) to suspend provision of the Services with immediate effect until (a) the overdue amount is paid in full; and (b) if Experian so requires, the Reseller has implemented an appropriate payment assurance measure (including payment in advance or payment by direct debit). Experian shall recommence provision of the Services once conditions (a) and (b) have been satisfied.

3.5. If under this Agreement the Reseller agrees in the Schedule to pay a Minimum Fee over any particular period, and it does not meet such Minimum Fee requirement in that period, Experian shall be entitled (without prejudice to any other rights and remedies it may have) to invoice the Reseller for the difference between the relevant fees actually payable in respect of that period and such Minimum Fee. Any such amount shall be payable to Experian as a debt.

3.6. All sums referred to in this Agreement are:

3.6.1. exclusive of VAT or any other similar sales or turnover tax (if applicable); such taxes shall be payable on the same payment terms as apply to the sums to which the taxes relate; and

3.6.2. due to be paid gross from the Reseller to Experian, with any withholding tax payments being an obligation of the Reseller.

3.7. The fees set out in the Schedule will be fixed, save that Experian shall be entitled to increase the fees on each anniversary of the Commencement Date by the Applicable Rate.

4. **NATURE AND USE OF THE SERVICES**

4.1. The Reseller agrees and acknowledges that (a) the Services are not intended to be used as the sole basis for any business decision, nor to relieve the Reseller of its obligation to comply with its own obligations under Applicable Law; (b) Experian Data is based upon data which is provided by third parties, the accuracy and/or completeness of which it would not be possible and/or economically viable for Experian to guarantee; and (c) where the Services also involve models and techniques based on statistical analysis, probability, and predictive behaviour they are not determinative. Experian is therefore not able to accept any liability, other than under Clauses 1.1.2 and 1.1.3, for:

4.1.1. any inaccuracy, incompleteness or other error in the Experian Data which arises as a result of data provided to Experian by the Reseller or any third party;

4.1.2. any failure of the Services to achieve any particular result for the Reseller or End User.

4.2. If Experian makes available upgraded versions of the Services from time to time, the Reseller shall work with Experian to replace the Services with the upgraded version.

4.3. The Reseller agrees that it shall and shall ensure each End User shall:

4.3.1. use the Services and Experian Materials for the Permitted Purpose or End User Permitted Purpose (as applicable) only and in accordance with any Documentation;

4.3.2. except as expressly permitted in Clause 15.1, not sell, transfer, sub-license, distribute, commercially exploit or otherwise make available to, or use for the benefit of, any third party any of the Services or Experian Materials;

4.3.3. not adapt, alter, modify, reverse engineer, de-compile or otherwise interfere with the Experian Materials without the prior written consent of Experian or as otherwise permitted by law; and

4.3.4. only take such copies of the Experian Materials as are reasonably required for the use of the Experian Materials in accordance with this Agreement.

5. **COMPLIANCE AND AUDIT**

5.1. The parties acknowledge and agree that:

5.1.1. Experian shall comply with all Applicable Law which applies to Experian as the provider of the Services. However, the Reseller acknowledges that Experian's compliance with this Clause 5.1.1 does not extend to the Reseller's specific use of the Services. Experian makes no representation or warranty that the Services will satisfy any legal or regulatory requirements applicable to the Reseller; and

5.1.2. the Reseller shall comply with all Applicable Law which applies to any jurisdiction in which it uses the Services and is solely responsible for determining whether the Services are suitable for the Reseller's use in any such jurisdiction.

5.2. Each party shall, upon reasonable notice and during normal working hours, permit the other party to audit its compliance with the obligations of this Agreement relating to the use of any software, data or other materials. Such audits may be conducted no more than once in each Contract Year, unless the party subject to the audit is, or is reasonably suspected of being, in material breach of this Agreement.

5.3. If either party wishes to carry out an additional audit in any Contract Year, it shall reimburse the party being audited for any costs reasonably and properly incurred in connection with supporting such additional audit. The party carrying out the audit shall:

5.3.1. observe the other party's procedures relating to the protection of confidential information about any clients or customers of the other party; and

5.3.2. take all reasonable steps to minimise disruption to the other party's business during such audit.

5.4. The Reseller shall keep adequate records of End Users and provide on request by Experian details of their names.

5.5. The Reseller shall permit Experian and its authorised agents access to information, at all reasonable times, for the purpose of ascertaining whether the provisions of this Agreement have been and are being complied with by the Reseller, and shall allow Experian and its authorised agents to inspect and take copies of the Reseller's records (including those kept in accordance with Clause 5.4) and books of account when exercising these rights under this Clause 5.5. These rights shall continue for a period of 3 (three) months following termination of this Agreement. Where this information cannot be obtained in any other way, Experian and its authorised agents shall be permitted to enter the premises of the Reseller in order to obtain it. When exercising its rights under this Clause 5.5, Experian shall, and shall ensure its authorised agents, act in the manner set out in Clauses 5.3.1 and 5.3.2.

5.6. Any audit to be conducted by Experian shall be carried out by a third party (appointed by Experian), if the Reseller reasonably objects to such audit being carried out by Experian. The Reseller shall pay the reasonable costs of the third party audit if such audit identifies non-compliance with the provisions of this Agreement.

5.7. The Reseller shall promptly (i) audit an End User's compliance with the End User Terms, if Experian notifies the Reseller that it reasonably believes an End User may have breached them, and (ii) provide written details of the outcome of the audit to Experian. The reasonable costs of such audit will be paid (i) by the Reseller if the End User has breached the End User Terms, or (ii) by Experian if the End User has not breached the End User Terms.

5.8. The Reseller shall promptly provide to Experian full details of all complaints relating to any Experian Materials made by an End User or an individual to whom the Experian Materials relate. The Reseller shall co-operate with Experian and the End User to resolve any such complaints.

5.9. If Experian receives a complaint relating to the Experian Materials, the Reseller shall co-operate with Experian and the End User to resolve that complaint and shall respond promptly, and in any event within 5 Working Days, to any request for information relating to the complaint.

5.10. Nothing in Clauses 5.4 or 5.5 shall require the Reseller to monitor prices or provide any other information which could be used directly or indirectly to fix the prices of the Reseller Products.

5.11. The Reseller shall conduct such due diligence in relation to all End Users as would be expected of a responsible business and, as a minimum, as is required to comply with Applicable Law. In addition, the Reseller shall conduct any additional due diligence required by Experian from time to time.

5.12. If Experian reasonably believes the Services have been used in breach of this Agreement by the Reseller or there has been a breach of the End User Terms by an End User,

5.12.1. Experian shall be entitled to suspend provision of the Services;

5.12.2. the Reseller shall, and shall procure that the End User shall, co-operate fully with Experian's investigations into such use; and

5.12.3. Experian and the Reseller shall use all reasonable endeavours to resolve the investigations and recommence provision of the Services.

5.13. Each party will cooperate and share information with the other as reasonably necessary from time to time (including in circumstances where the parties may individually or collectively have caused harm to end consumers) to ensure that both parties discharge their regulatory obligations, and in order to help achieve positive customer outcomes.

5.14. Consumer Duty (where applicable to each party's role in the distribution chain). Without prejudice to the general obligations contained within this Agreement and Clause 5.13 in respect of consumer harm, each of the parties agree that in the event Consumer Duty applies in the provision or use of the Services (as appropriate), each party shall comply with their own obligations under Consumer Duty that are applicable to it. In order to assist Experian with its compliance where Consumer Duty applies to the Services it provides under this Agreement, the following provisions will apply:

5.14.1 Where Consumer Duty applies to the Reseller's use of the Services, the Reseller must determine itself (and must ensure that the End User shall determine itself) how the Services are distributed, deployed or used within its products in a way that supports good customer outcomes.

5.14.2 Permitted Purpose. The Reseller must comply with the provisions of Clause 15.1 including (but not limited to) using the Services in accordance with the Permitted Purpose and any other provisions relating to use of the Services or restrictions on the use of the Services set out in the Schedule. In addition to the audit rights contained within this Agreement, Experian reserves the right to assess and monitor (as appropriate) whether any Reseller (through its own use or use by End User) is in compliance with the Permitted Purpose and any usage rights and restrictions in the Schedule and its obligations under this Agreement where it has the potential to cause harm to the end consumer or otherwise detrimentally affects Experian's compliance with Consumer Duty. The Reseller shall provide Experian with any materials Experian reasonably requests in order to conduct such an assessment on these grounds. The Reseller is also obligated to report back to Experian any non-compliances with the Permitted Purpose and any usage rights or restriction and shall ensure that the End User is obligated to notify the Reseller of the same. In the event that in Experian's reasonable judgement the Reseller or any End User's use of the Services is not compliant with the Permitted Purpose, or any usage rights and restrictions set out in the Schedule, the following process applies:

5.14.2.1 Experian will notify the Reseller in writing specifying the non-compliance and grant the Reseller 15 days to remedy any non-compliances and ensure its use of the Services complies with the Permitted Purpose and any usage rights and restrictions.

5.14.2.2 If Experian reasonably determines the Reseller to still be non-compliant after such remediation period set out in Clause 5.14.2.1, Experian reserves the right to suspend the Reseller's use of the Services by serving written notice and grant the Reseller a period of remediation of 28 days after receipt of the suspension notice within which to remedy the non-compliance.

5.14.2.3 In the event of the non-compliance being remedied within the remediation period set out in Clause 5.14.2.2 Experian will lift the suspension. Otherwise, Experian reserves the right to terminate this Agreement immediately by serving written notice to the Reseller in the event that either:

5.14.2.3.1 the non-compliance is not capable of remedy; or

5.14.2.3.2 the non-compliance is capable of remedy and the Reseller has failed to remedy the non-compliance in accordance with the timelines set out in Clause 5.14.2.2 above.

5.14.3 Pricing. The Reseller acknowledges that it is its responsibility to ensure it provides fair value and complies with any pricing obligations that applies to it under Consumer Duty and the Reseller confirms it will evidence compliance with PRIN 2A.4 under Consumer Duty (if applicable).

5.14.4 Monitoring. The Reseller agrees to share with Experian any documentation or information reasonably required by Experian to assist Experian in complying with its Consumer Duty obligations in relation to the Services.

5.14.5 Reporting. The following provisions apply:

5.14.5.1 If the Reseller or End User identifies that it or another firm in its distribution chain is not delivering good outcomes for retail customers, the Reseller must promptly notify Experian; and

5.14.5.2 notwithstanding any suspension of the Services, each party shall be responsible for considering and complying with its own obligations to notify the FCA where it becomes aware that any other firm in the distribution chain is not or may not be complying with Principle 12 under Consumer Duty. Each party shall be responsible for its own costs incurred in such reporting.

5.15. Without prejudice to the general obligations under Clause 5.1, each of the parties shall in connection with this Agreement:

5.15.1 comply with the Anti-Corruption Requirements and the Anti-Slavery Requirements;

5.15.2 not engage in any activity, practice, or conduct which would constitute either a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017 or a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017.

5.16. Each party shall have and shall maintain in place throughout the Term:

5.16.1 its own policies and procedures to ensure compliance with Clause 5.15, including adequate procedures under the Bribery Act 2010, and will enforce them where appropriate;

5.16.2 appropriate policies, procedures and controls in relation to the prevention of sexual harassment, taking into account its own and the other party's legal obligation to take all reasonable steps to prevent sexual harassment of employees by third parties. Nothing in this Clause 5.16.2 limits either party's statutory duties, including any duty to take all reasonable steps to prevent sexual harassment or third-party harassment; and

5.16.3 an appropriate staff training programme on sexual harassment and unacceptable behaviour in the workplace.

5.17. Each party shall promptly report to the other:

5.16.1 any request or demand for any undue financial or other advantage of any kind received in connection with this Agreement;

5.16.2 any slavery or human trafficking in a supply chain which has a connection with this Agreement;

5.16.3 any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017, in connection with the performance of this Agreement; and

5.16.4 any allegation or complaint that an employee or representative of either party has sexually harassed an employee of the other party. The parties agree to co-operate in good faith to investigate any such allegations or complaints and to take appropriate remedial action.

5.18. If, as a result of (a) any changes in Applicable Law (including any reasonable interpretation thereof); (b) any changes in the supply of third party data or technologies used in connection with the Services; or (c) a security vulnerability (other than a Personal Data Breach) which Experian reasonably considers may cause consumer harm, Experian considers the Services to have become Affected Services Experian will be entitled to do one of the following (as applicable) on giving prior written notice to the Reseller (and Experian shall, where possible, use reasonable endeavours to give 3 (three) months written notice):

5.18.1 suspend and modify the Affected Services as necessary; or

5.18.2 procure alternative data or technologies, the same as or similar to those used in the Affected Services; or

5.18.3 terminate this Agreement without liability in respect of those Affected Services.

5.19. In exercising its rights under Clause 5.18, Experian will consult with the Reseller, and act reasonably and in a way which is consistent with its treatment of its other Resellers.

6. **CONFIDENTIALITY**

6.1. Each party shall, in respect of the Confidential Information for which it is the recipient:

6.1.1. keep the Confidential Information strictly confidential and not disclose any part of such Confidential Information to any person except as permitted by or as required for the performance of the recipient's obligations under this Agreement;

6.1.2. take all reasonable steps to prevent unauthorised access to the Confidential Information;

6.1.3. not use the Confidential Information other than for the purposes set out in this Agreement.

6.2. The parties may disclose the Confidential Information to, and allow its use in accordance with this Agreement by, the following (as long as the conditions in Clause 6.3 are met):

6.2.1. employees and officers of the recipient who necessarily require it as a consequence of the performance of the recipient's obligations under this Agreement;

6.2.2. the recipient's auditors, bankers, lawyers and accountants solely for the purposes of providing professional advice and any other persons or bodies having a legal right or duty to have access to, or knowledge of, the Confidential Information in connection with the business of the recipient;

6.2.3. the recipient's Group Companies for reasonable reporting purposes;

6.2.4. (in the case of Experian being the recipient) agents and sub-contractors of Experian who necessarily require it as a consequence of the performance of Experian's obligations under this Agreement;

6.2.5. in the case of the Reseller being the recipient, End Users, to the extent necessary for the End User Permitted Purpose.

6.3. As a condition of the rights set out in Clause 6.2 the party wishing to exercise the rights must:

6.3.1. ensure that any party to whom it discloses Confidential Information is under an obligation of confidentiality which is substantially the same as set out in this Clause 6 in relation to such Confidential Information; and

6.3.2. procure that such persons observe the restrictions in this Clause 6.

6.4. The restrictions in Clause 6.1 do not apply to any information to the extent that it:

6.4.1. is or comes within the public domain other than through a breach of Clause 6.1; or

6.4.2. is in the recipient's possession (with full right to disclose) before receipt from the other party; or

6.4.3. is lawfully received from a third party (with full right to disclose); or

6.4.4. is independently developed by the recipient without access to or use of the Confidential Information; or

6.4.5. is required to be disclosed by law or by a court of competent jurisdiction or by any regulatory body or in accordance with the requirements of any recognised stock exchange.

6.5. The parties acknowledge that from time to time the parties may discuss the provision of additional and/or new products and services by Experian to the Reseller and/or that Experian may bid to provide new products and/or services to the Reseller (whether as part of a formal tender process or not). In such circumstances the parties agree that:

6.5.1. the terms of this Clause 6 shall apply to any such discussions or bid (including any documents issued in relation to the bid) and any ideas and output developed as part of those discussions and/or bid;

6.5.2. references in this Clause 6 to a recipient's obligations and the purposes of this Agreement shall be deemed to refer to the assessment of the provision of goods/services by Experian to the Reseller; and

6.5.3. the recipient shall return to the other party all materials containing the other party's Confidential Information immediately upon demand by the other party.

6.6. Where Experian processes Personal Data contained within the Reseller Data, the terms of Clause 18 shall govern such processing and Personal Data contained within Reseller Data shall not therefore be considered Confidential Information for the purposes of this Clause 6. For the avoidance of doubt, any breach of Clause 6 concerning or relating to Personal Data shall be considered solely as a breach of Clause 18 and not of Clause 6, including for the purposes of Clause 9.

7. **INTELLECTUAL PROPERTY RIGHTS**

7.1. All Intellectual Property Rights in the Reseller Materials will remain vested in the Reseller (or its relevant licensors) and to the extent that any rights in such materials vest in Experian by operation of law, Experian hereby assigns such rights to the Reseller.

7.2. All Intellectual Property Rights in the Experian Materials and the Service Derivatives will remain vested in Experian (or its relevant licensors) and to the extent that any rights in such materials and data vest in the Reseller by operation of law, the Reseller hereby assigns such rights to Experian.

7.3. Each party:

7.3.1. acknowledges and agrees that it shall not acquire or claim any title to any of the other party's Intellectual Property Rights (or those of the other party's licensors) by virtue of the rights granted to it under this Agreement or through its use of such Intellectual Property Rights;

7.3.2. agrees that it will not, at any time, do, or omit to do, anything which is likely to prejudice the other party's ownership (or the other party's licensors' ownership) of such Intellectual Property Rights;

7.3.3. agrees not to remove, suppress, or modify in any way any proprietary marking, including any trade mark or copyright notice, on or in the materials of the other party and agrees to incorporate any such proprietary markings in any copies it takes of such materials.

8. **THIRD PARTY CLAIMS**

8.1. Subject to Clause 8.2, each party shall fully indemnify the other party against:

8.1.1. any amounts paid by the indemnified party to any third party as a result of or in connection with any claim which that third party brings against the indemnified party alleging that its Intellectual Property Rights are infringed in the United Kingdom by the provision by the indemnifying party to the indemnified party of the indemnifying party's Materials or the use of the indemnifying party's Materials by the indemnified party as permitted by the terms of this Agreement; and

8.1.2. any associated legal expenses reasonably and properly incurred.

8.2. The indemnities in Clause 8.1 shall not apply to the extent that any claim arises as a result of use of an infringing design supplied or made by the indemnified party, and are subject to the indemnified party:

8.2.1. notifying the indemnifying party promptly on becoming aware of any matter or claim to which the indemnity might relate;

8.2.2. not making any admission, settlement, or payment in respect of such matter or claim, other than a payment made pursuant to a court order, without the prior written consent of the indemnifying party (such consent not to be unreasonably withheld or delayed); and

8.2.3. allowing the indemnifying party, where appropriate, to appoint legal advisers of its choice and to conduct and/or settle negotiations and/or proceedings relating to such matter or claim, and the indemnified party shall comply with the indemnifying party's reasonable requests in the conduct of any such negotiations and/or proceedings.

8.3. If any claims are made, or in Experian's reasonable opinion are likely to be made, by any third party alleging that its Intellectual Property Rights are infringed by the Reseller's use of the Experian Materials as permitted by the terms of this Agreement, Experian may at its sole option and expense:

8.3.1. procure for the Reseller the right to continue using the relevant Experian Materials (or any part of them) in accordance with the terms of this Agreement;

8.3.2. modify the relevant Experian Materials to avoid the infringement or replace the relevant Experian Materials with non-infringing materials, whilst still providing the same, or substantially similar, functionality to the infringing materials.

9. **LIMITS ON LIABILITY**

9.1. Neither party excludes or limits its liability to the other for any of the following (and nothing in this Agreement shall be construed as excluding or limiting such liability):

9.1.1. for breach of its obligations under section 12 Sale of Goods Act 1979 or section 2 Supply of Goods and Services Act 1982;

9.1.2. for personal injury or death resulting from its negligence or that of its employees, agents and/or sub-contractors by operation of Section 2(1) of the Unfair Contract Terms Act 1977;

9.1.3. for breach of Clause 6;

9.1.4. (in the case of the Reseller) for any breach of Clause 4.3.2;

9.1.5. for any matter which it would be illegal for that party to exclude and/or limit, or attempt to exclude and/or limit, its liability; or

9.1.6. for that party's fraud or fraudulent misrepresentation.

9.2. Except as provided in Clauses 9.1 and 9.3, the liability of each party to the other in respect of any claims (whether in contract, negligence, for breach of statutory duty or under any indemnity or otherwise) brought under or in connection with this Agreement shall be limited as follows:

9.2.1. for all claims arising in the first Contract Year, liability shall be limited in aggregate to the Initial Contract Value;

9.2.2. for all claims arising in any subsequent Contract Year liability shall be limited in aggregate to the fees (excluding VAT) paid by the Reseller to Experian under this Agreement in the previous Contract Year.

9.3. The limitations in Clause 9.2 shall:

9.3.1. not apply to the indemnities given by the parties under Clause 8.1;

9.3.2. not apply to the liability of either party under Clause 18.7;

9.3.3. be in addition to the obligation of the Reseller to pay fees and charges under this Agreement.

9.4. Subject to Clause 9.1, neither party shall be liable to the other (whether in contract, negligence, for breach of statutory duty or under any indemnity or otherwise) for:

9.4.1. any indirect or consequential loss;

9.4.2. the following types of financial loss; loss of profits; loss of earnings; loss of business or goodwill; even if that party had notice of the possibility of the other party incurring such losses;

9.4.3. the following types of anticipated or incidental losses; loss of anticipated savings; increase in bad debt; failure to reduce bad debt; even if that party had notice of the possibility of the other party incurring such losses.

10. **TERMINATION**

10.1. Either party shall be entitled to suspend or to terminate this Agreement immediately by serving written notice on the other party in the following circumstances:

10.1.1. if the other party commits a material breach of any of its obligations under this Agreement which is not capable of remedy;

10.1.2. if the other party commits a material breach of any of its obligations under this Agreement which is not remedied within 28 (twenty eight) days after receipt of a notice from the party not in breach specifying the breach, requiring its remedy, and making clear that failure to remedy may result in termination;

10.1.3. if the other party has passed a resolution for its winding up (save for a voluntary winding-up for the purpose of a voluntary reconstruction or amalgamation), is subject to a petition presented to any court for its winding-up (save for a voluntary winding-up for the purpose of a voluntary reconstruction or amalgamation), is the subject of an application for administration filed at any court or a notice of appointment of an administrator filed at any court or a notice of intention to appoint an administrator given by any person, or is the subject of a notice to strike off the register at Companies House, or is dissolved or declared bankrupt, or has a receiver, administrator or administrative receiver appointed over all or part of its assets, or enters into an arrangement with its creditors, or is unable to pay its debts within the meaning of section 123 Insolvency Act 1986, or ceases to trade or takes or suffers any similar action;

10.1.4. upon becoming aware at any time that Sanctions apply to or otherwise target the other party or the other party is on an applicable Sanctions list maintained by such Sanction Authority as apply to the party giving notice ("Notifying Party"), and that such listing prevents or materially affects the Notifying Party's ability to (as applicable) provide or receive the Services or give or receive payment or makes it impossible or unlawful for the Notifying Party to perform any of its obligations or exercise any of its rights under the Agreement. Further, if Experian becomes aware that Sanctions apply or otherwise target a Permitted End User or if the Permitted End User were to appear on any Sanctions list, Experian shall be entitled to terminate the Permitted End User's access to the Services immediately on serving written notice to the Reseller. In the event that Experian becomes aware that Sanctions apply to or otherwise target a Group Company of the Reseller or the Group Company of a Reseller is on a Sanctions list or that the Reseller is directly or indirectly owned or controlled by a Sanctions Restricted Person, Experian shall be entitled to either suspend the Services provided under this Agreement or terminate this Agreement even if the Reseller itself is not on a Sanctions list. In addition, the Reseller shall immediately terminate the supply of the Services to any End User who is subject to Applicable Sanctions Law at any time; or

10.1.5. where a Change in Law renders some or all of the activities of that party in connection with this Agreement illegal or unlawful and no action that party could reasonably be expected to take can make such activities legal and lawful; or

10.1.6. if that party receives a request or order from a regulatory authority to cease providing or receiving the Services (in whole or in part) or, in that party's reasonable opinion, the continued provision or receipt of the Services (in whole or in part) would be in breach of that party's regulatory obligations.

10.2. Experian shall be entitled to terminate this Agreement immediately by serving written notice on the Reseller in the following circumstances:

10.2.1. If the Reseller undergoes a change of control or has announced or it is realistically anticipated that the Reseller will undergo a change of control. For the purposes of this clause, "control" has the meaning given to it in section 1124 of the Corporation Tax Act 2010 and the expression "change of control" shall be construed accordingly;

10.2.2. Experian has received any complaints from End Users, third parties or consumers about the Reseller's use of Experian Materials and after being notified of such complaints by Experian and being given a reasonable period of time to resolve such complaints, the Reseller has failed to resolve such complaints to Experian's reasonable satisfaction.

10.3. Termination of this Agreement (or of any element of it) shall not affect any rights, obligations, or liabilities of either party:

10.3.1. which have accrued before termination; or;

10.3.2. which are intended to continue to have effect beyond termination.

10.4. Upon termination of this Agreement (or the relevant elements of it) and subject to Clause 10.5:

10.4.1. the parties shall each promptly return the Confidential Information of the other party to its owner;

10.4.2. the Reseller shall, at Experian's request either return the Experian Materials (whether in its possession or in the End User's possession or otherwise) to Experian or destroy such materials and, if destroyed, provide a certificate stating that such materials have been destroyed;

10.4.3. Experian shall promptly return the Reseller Materials to the Reseller;

10.4.4. the Reseller shall cease to hold itself out as a reseller for Experian;

10.4.5. Experian shall cease to provide the Services; and

10.4.6. Any rights granted to an End User in relation to the Experian Materials shall cease.

10.5. The obligations under Clause 10.4 shall not apply where it is necessary to retain any Confidential Information, Experian Materials or Reseller Materials to exercise any rights granted under this Agreement which are intended to survive termination of this Agreement and/or to the extent that retention is required by law or any applicable governmental or regulatory authority, for audit requirements or handling of any consumer complaints, or where electronic records have been automatically backed up to a backup or recovery system in the ordinary course of business for disaster recovery purposes. The terms of this Agreement (including Clause 6 and 18) shall continue to apply to any information or materials retained.

11. FORCE MAJEURE

11.1. Neither party will be liable for any delay or failure in the performance of its obligations under this Agreement if such delay or failure is due to an event of Force Majeure.

11.2. If the Force Majeure persists for a period of 28 days or more, the party not claiming Force Majeure may give notice to the other to terminate this Agreement with effect from a date specified in the notice without penalty or other liability (except for any liability on the Reseller to pay accrued fees).

12. SEVERANCE

12.1. If any part of this Agreement is found to be invalid or unenforceable by any Court or other competent body, such invalidity or unenforceability shall not affect the other provisions of this Agreement and such other provisions shall remain in full force and effect.

12.2. If any part of this Agreement is found to be invalid or unenforceable by any Court or other competent body but would be valid or enforceable if some part of the provision were deleted, the provision in question shall be treated as having been amended as necessary to make it valid and enforceable.

12.3. In the circumstances referred to in Clause 12.1 and if Clause 12.2 does not apply, the parties agree to attempt to substitute for any invalid or unenforceable provision a valid and enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision.

13. NOTICES

13.1. Any notices to be sent by one party to the other in connection with this Agreement except for the service of Court proceedings shall be in writing and shall either be:

13.1.1. sent by email to the email addresses of each party specified in the Schedule as those dedicated for receiving notices in accordance with this Clause 13.1. Such notice shall be deemed to have been duly given at 9.00 a.m. on the first Business Day following transmission, provided that the sender has not received a bounce-back or other delivery failure notification;

13.1.2. sent by first class post (or equivalent service offered by the postal service from time to time) to either the addresses of each party as set out in this Agreement or to the registered office addresses of each party (and in the case of notices sent to Experian, with a copy to Experian's Legal Department). Such notice shall be deemed to have been duly given two clear days after the date of posting.

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

14. GENERAL

14.1. If either party fails to exercise a right or remedy that it has or which arises in relation to this Agreement (including pursuant to Clause 3), such failure shall not prevent that party from exercising that right or remedy subsequently in respect of that or any other incident.

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

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

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

14.5. Except as provided in Clause 14.6 neither party may assign, transfer, charge or deal in any other manner with this Agreement or any of its rights under it, or purport to do any of these things, or sub-contract any or all of its obligations under this Agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).

14.6. Experian shall be entitled to sub-contract any or all of its obligations under this Agreement to a sub-contractor but by doing so Experian shall be responsible for the acts and omissions of the sub-contractor to the same extent as if it had carried out the obligations itself pursuant to this Agreement.

14.7. This Agreement sets out all the terms agreed between the parties relating to the subject matter of this Agreement and supersedes any previous agreement between the parties relating to the same subject matter. Neither of the parties shall be bound by, or liable to the other party for, any representation, promise or inducement (other than fraudulent misrepresentations) made by it or by any agent or person on its behalf which is not expressly contained in this Agreement.

14.8. A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any term of this Agreement. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any other person.

14.9. Each party shall, at the reasonable request and cost of the other party, do whatever is reasonably required to give the other party the full benefit of all the provisions of this Agreement.

14.10. Nothing in this Agreement is intended to, or shall, operate to:

14.10.1. create a partnership or joint venture of any kind between the Reseller and Experian;

14.10.2. authorise either party to act as agent for the other party;

14.10.3. authorise either party to act in the name or on behalf of, or otherwise to bind, the other party in any way.

14.11. In this Agreement:

14.11.1. any reference to a statutory provision includes a reference to any modification or re-enactment of it from time to time;

14.11.2. references to Clauses are to the clauses of this Agreement and references to schedules are to the Schedule;

14.11.3. the singular includes the plural and vice versa;

14.11.4. the headings are for ease of reference only and shall not affect the construction or interpretation of this Agreement;

14.11.5. where any matter is to be agreed, such agreement must be recorded in writing;

14.11.6. wherever the words "including," "include," "includes" or "included" are used they shall be deemed to be followed by the words "without limitation" unless the context otherwise requires;

14.11.7. the expression "person" means any individual, firm, body corporate, unincorporated association, partnership, government or state or agency of a state or joint venture.

14.12. The contents of the Schedule shall prevail over the contents of these Terms and Conditions to the extent of any conflict or inconsistency.

15. PROVISION OF DATA AND MATERIALS

15.1. Experian grants the Reseller a non-exclusive licence to use any Experian Materials provided to the Reseller as part of the Services for the Permitted Purpose in the Permitted Territory on any licence terms identified in the Schedule, which shall include the right to:

15.1.1. incorporate the Experian Materials into the Reseller Products in accordance with any Documentation;

15.1.2. sell the Reseller Products to an End User solely for the End User Permitted Purpose; and

15.1.3. provide to the End User (on request) of a copy of any Experian Data used in the Reseller Products solely for Audit Purposes.

15.2. The licence granted under Clause 15.1 is made separately in respect of each individual element of the Experian Materials and commences on the day that each such element of the Experian Materials are first made available to the Reseller and will automatically expire on termination of this Agreement for any reason (unless the licence is expressed in the Schedule to be perpetual in which case the licence and any terms relating to the extent and/or exercise of that licence shall remain in force notwithstanding termination of the Agreement, except if termination is by Experian under Clause 10.1)

15.3. The licence granted pursuant to Clause 15.1 does not permit and therefore the Reseller shall not use, or allow any third party (including End Users) to use, Experian Materials to develop, improve, train, validate or benchmark any AI Technologies. For the purpose of clarification, the Reseller may use Experian Materials in its AI Technologies to the extent strictly necessary to produce individual outputs or decisions solely for the Permitted Purpose; provided that no AI Technologies are developed, improved or trained through such use and no Experian Material is persistently retained.

15.4. Any technology, information, data, or materials created by the Reseller using Experian Materials in breach of Clause 15.3 shall be owned by Experian, treated as Experian Confidential Information and the Reseller hereby assigns all Intellectual Property Rights within those things that are created in breach of Clause 15.3 to Experian.

15.5. Experian's rights under Clause 5 shall apply to assessing the Reseller's compliance with Clause 15.3.

16. RESELLER RESPONSIBILITIES

16.1. The Reseller shall be responsible for and shall ensure that each End User is responsible for:

16.1.1. the security, configuration and operation of any environment, system, model or process by which it accesses, receives or uses the Services;

16.1.2. ensuring that the Services and Experian Materials are accessed and used: (a) only within an environment under its control (which includes an environment operated by a third party on the Reseller's behalf that the Reseller controls); and (b) in accordance with Experian's reasonable instructions and guidelines issued by Experian in respect of its security and compliance requirements, including those set out at https://ssp.uk.experian.com/securecontrol/securityGuidelines.html and https://www.experian.com/content/dam/marketing/na/procurement/TPSMS029-Experian-Security-Requirements.pdf and any set out in the Schedule; and

16.1.3. and each decision, act or omission it takes in reliance (in whole or in part) on the Services, and for explaining and evidencing any such decision, acts or omissions as required by Applicable Law.

17. USE OF RESELLER MATERIALS

17.1. The Reseller grants Experian (subject to Clause 10.4) a royalty free, non-exclusive, non-transferable licence to use and copy any Reseller Materials solely for the purposes of:

17.1.1. performing this Agreement; and

17.1.2. complying with any requests made to Experian under statute and/or regulation.

17.2. Unless provided for in this Agreement or otherwise authorised by the Reseller in writing, the licence granted pursuant to Clause 17.1 does not permit and therefore Experian shall not use, or allow any third party to use, Reseller Materials to develop, improve, train, validate or benchmark any AI Technology.

18. DATA PROTECTION

18.1. Without prejudice to the general obligations under Clause 5.1 each of the parties shall in the provision or use of the Services (as appropriate) comply with all applicable Data Protection Legislation.

18.2. Each party warrants that it shall implement appropriate technical and organisational measures to ensure a level of data security relating to the Personal Data of the other party appropriate to the risk presented by its processing.

18.3. The Reseller instructs Experian to, and agrees that Experian may, Process the Reseller Data for the Agreement Purposes.

18.4. There are or may be circumstances in which Experian is a Processor of personal data within the Reseller Data. When, and to the extent that from time to time, Experian is a Processor of Reseller Data, the parties shall record the particulars of any such Processing in the Schedule, and the parties agree the following in respect of such Processing:

18.4.1. Experian shall Process the Reseller Data only in accordance with the Reseller's instructions referred to in Clause 18.3 above (including with regard to transfers of Personal Data to a third country), and any other instructions agreed by the parties from time to time, unless Experian is required to Process the Reseller Data to comply with Applicable Law (in which case Experian shall inform the Reseller of that legal requirement before processing unless that law prohibits such information on important grounds of public interest);

18.4.2. (subject to the authorisation granted under Clause 18.4.4 the Reseller authorises the international transfer of Reseller Data where (i) reasonably necessary for the performance, maintenance or support of the Services; or (ii) where Experian is required to conduct an international transfer in order to comply with Applicable Law (in which case Experian shall inform the Reseller of that legal requirement before Processing, unless Applicable Law prohibits such communication on important grounds of public interest). This shall not limit any transfers which Experian makes as Controller;

18.4.3. Experian shall ensure that persons authorised to Process the Reseller Data have committed themselves to confidentiality;

18.4.4. The Reseller provides general authorisation to Experian's use of Sub-processors to provide Processing activities on Reseller Data on behalf of the Reseller. The details of Experian's current Sub-processors are available via the following link: https://www.experian.co.uk/crain/data-sub-processors. In the event that:

18.4.4.1. Experian adds or replaces any Sub-processors during the Term, Experian will update this website and provide the Reseller with a mechanism to obtain notice of that update. In line with Article 28(2) of UK GDPR the Reseller has the opportunity to object to such changes. The appointment any Sub-processor shall not relieve Experian of its obligations under the Agreement; and

18.4.4.2. if the Reseller (acting reasonably and in good faith) objects to the change to or addition of a new Sub-processor pursuant to Clause 18.4.4.1, the parties shall discuss the Reseller's concerns in order to resolve them and/or consider alternative solutions (if any) for the continued provision of the Services to the Reseller together with any new commercial terms for such alternative solution.

18.4.5. Experian shall ensure that where Experian appoints another Processor as contemplated by Article 28(4) of the UK GDPR, that Processor is subject to contract obligations as required by that Article;

18.4.6. Experian shall taking into account the nature of the processing Experian carries out as a Processor of Reseller Data, assist the Reseller by appropriate technical and organisational measures, insofar as this possible, for the fulfilment of the Reseller's obligation to respond to requests for exercising the Data Subject rights laid down in Chapter III of the UK GDPR;

18.4.7. Experian shall assist the Reseller in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the UK GDPR, taking into account the nature of the processing Experian carries out, and the information available to Experian, in its capacity as a Processor of Reseller Data;

18.4.8. Experian shall (at the request of the Reseller) comply with its obligations relating to the return or destruction of data in Clause 10.4 and to audit under Clause 5;

18.4.9. Experian shall (at the request of the Reseller) provide the Reseller with any information which it is reasonable for Experian to provide to allow the Reseller to demonstrate compliance with Article 28 of the UK GDPR;

18.4.10. Experian shall comply with its obligations under Article 28(3) of the UK GDPR to inform the Reseller immediately if in the opinion of Experian any instruction of the Reseller referred to in Clause 18.4.1 infringes the UK GDPR or any other relevant data protection provision;

18.4.11. Experian shall notify the Reseller without undue delay after becoming aware of a Personal Data Breach relating to the Reseller Data.

18.5. Where either party is a Controller of Personal Data and is sharing that Personal Data with the other party in accordance with this Agreement who is also acting as a Controller of that Personal Data (making that Personal Data, Shared Personal Data, for the purposes of this Agreement), each party shall comply with Clause 5 and agrees as follows:

18.5.1. The Controller sharing the Shared Personal Data acknowledges and agrees that the Data Subjects have been made aware of the intention to share Shared Personal Data.

18.5.2. Each party shall be a Controller of the Shared Personal Data and shall make its own assessment as to how it will satisfy the obligations of a Controller under the Data Protection Legislation including establishing its own grounds for Processing the data.

18.5.3. The receiving party shall always comply with all Data Protection Legislation in connection with the exercise and performance of its rights and obligations under this Agreement.

18.5.4. Pursuant to the Data Protection Legislation, each party confirms that when acting as a Controller:

18.5.4.1. it has implemented procedures for dealing with individual rights; and

18.5.4.2. it is responsible for responding to any Data Subject access requests it may receive; and

18.5.4.3. it shall forward any Data Subject access requests it may receive which relate to the other party's Processing activities to the other party without undue delay.

18.5.5. The parties have determined that the aim of sharing the Shared Personal Data is to enable (as applicable) (i) the right to receive the Services; or (ii) the obligation to perform the Services, in accordance with this Agreement.

18.5.6. The parties have determined that the benefits to be derived by Data Subjects and/or society from sharing the Shared Personal Data are those associated with the receipt and performance of the Services (as applicable), including any set out in the Permitted Purpose.

18.5.7. Each party will:

18.5.7.1. deal with individual rights and access (for example, dealing with Data Subject requests) in accordance with its own procedures and compliance documentation; and

18.5.7.2. implement its own governance procedures (including security arrangements, data accuracy, retention, and deletion etc.).

18.5.7.3. Each party shall nominate key contacts for ensuring compliance for that party's data privacy obligations under this Agreement and make those details known to the other party upon request.

18.6. In relation to any Personal Data contained within the Experian Data, the Reseller shall:

18.6.1. only use the Experian Data for the Permitted Purpose;

18.6.2. except as expressly permitted in the Schedule, not transfer Experian Data outside the United Kingdom;

18.6.3. except as expressly permitted in the Schedule, not permit any third party to access the Experian Data;

18.6.4. ensure that persons authorised to process Experian Data have committed themselves to confidentiality;

18.6.5. notify Experian without undue delay after becoming aware of a Personal Data Breach relating to the Experian Data.

18.6.6. at Experian's request, from time to time, provide Experian with details of the security measures undertaken by the Reseller to protect Personal Data provided to it by Experian, and implement such measures as Experian reasonably require in order to ensure compliance with this Clause 18.6.

18.6.7. promptly provide to Experian all subject access requests (as defined in the Data Protection Legislation) which it receives in connection with the Services;

18.6.8. (at the request of Experian) comply with its obligations relating to the return or destruction of data in Clause 10.4.

18.7. Subject to Clause 18.8, if, pursuant to Article 82(4) GDPR, one party (the "Paying Party") has been held liable to pay compensation to a Data Subject for damage caused (in whole or part) by the other party ("Other Party"), the Paying Party shall, as envisaged under Article 82(5) GDPR, be entitled to recover from the Other Party (as a debt) any part of such compensation corresponding to damage for which the Other Party was responsible.

18.8. Following receipt of a claim (or notification of an intention to make a claim) from a Data Subject to which Article 82(4) GDPR may apply:

18.8.1. the party in receipt of the claim shall promptly notify the other party of the claim;

18.8.2. neither party shall make any admission of liability, settlement, or payment in respect of such claim, other than a payment made pursuant to a court order, without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed); and

18.8.3. each party shall provide such cooperation and assistance as is reasonably required by the other party in connection with the claim.

19. **DEFINITIONS**

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

Word or Expression	Meaning
Affected Services	Services which Experian (in its reasonable opinion) considers that it can no longer provide in accordance with their Specification or that it cannot provide at all as a consequence of the trigger events set out in Clause 5.18;
Agreement Purposes	the purposes contemplated by this Agreement, and for such other purposes as the parties may agree from time to time;
AI Technologies	Artificial intelligence, machine learning or similar technologies, systems, and agents;
Anti-Corruption Requirements	All Applicable Law relating to anti-bribery and anti-corruption including the Bribery Act 2010;
Anti-Slavery Requirements	All Applicable Law relating to anti-slavery and human trafficking including the Modern Slavery Act 2015;
Applicable Law	Means: (i) all legislation and regulations; (ii) legally binding rules, policies, guidance, codes of practice, instructions, notices, publications, recommendations, industry codes of conduct or guidelines issued or adopted by any governmental, statutory or regulatory body; and (iii) any other rules having equivalent force;
Applicable Rate	Means: (i) in the event the anniversary of the Commencement Date falls between 1 April and 30 September, the percentage increase of the latest Relevant Index available at 90 (ninety) days prior to 1 April as compared with the Relevant Index 12 (twelve) months prior; or (ii) in the event the anniversary of the Commencement Date falls between 1 October and 31 March, the percentage increase of the latest Relevant Index available at 90 (ninety) days prior to 1 October as compared with the Relevant Index 12 (twelve) months prior;
Applicable Sanctions Law	A financial sanctions law that: (i) prohibits the supply of the Reseller Products to the End User; and/or (ii) if the Reseller supplies the Reseller Products to the End User, may cause the Reseller or Experian to be subject to legal action or to be themselves placed on sanctions lists;
Audit Purposes	the purposes of an audit by the End User of the Reseller's provision of the Reseller Products, which may include verifying a decision or outcome given by the Reseller Products;
Business Day	A day other than a Saturday, Sunday or public holiday in England;
Change in Law	The coming into effect of a new Applicable Law or a change in Applicable Law or a fundamental change in the interpretation of Applicable Law after the date of this Agreement;
Commencement Date	The date specified in the Schedule or, if no such date is specified, the date on which this Agreement is signed by the final signatory;
Confidential Information	Any and all information relating to the trade secrets, operations, processes, plans, intentions, product information, prices, know-how, designs, customer lists, market opportunities, transactions, affairs and/or business of the parties and/or to their customers, suppliers, clients or Group Companies in or on any medium or format;
Consumer Duty	As set out in Principle 12 and PRIN 2A of the Principles for Business section of the Financial Conduct Authority ("FCA") Handbook and any related rules or guidance issued by the FCA relating to the delivery of good customer outcomes for retail customers;
Contract Year	A 12 (twelve calendar) month period from the Commencement Date or any anniversary of the Commencement Date, or, if this Agreement is for a Term of less than 12 (twelve) calendar months, the Term;
Controller	The definition specified in the Data Protection Legislation;
Documentation	Any or all of the Specification, user documentation, marketing materials, product documentation, technical documentation including guidelines relating to data security and access and/or statements of functionality;
Data Protection Legislation	All Applicable Law relating to data protection and privacy as it applies to the parties in respect of their obligations under this Agreement;
Data Subject	The definition specified in the Data Protection Legislation;
End User	Any person to whom the Reseller provides the Reseller Products, as envisaged by this Agreement;
End User Permitted Purpose	Unless otherwise stated in the Schedule: (i) In respect of the Reseller Products, the internal business purposes of the End User; and (ii) In respect of Experian Materials, solely for Audit Purposes;
End User Terms	The terms and conditions to be put in place with the End User pursuant to Clause 1.6;
Experian Competitors	The competitors of Experian referred to in the Appendix to the Schedule;
Experian Data	Any of the data and/or databases and/or scores supplied by Experian to the Reseller in connection with this Agreement but excluding the Reseller Data;
Experian Materials	Any of the items licensed by Experian to the Reseller in connection with this Agreement and includes software, Trade Marks and Documentation and Experian Data;

Word or Expression	Meaning
Force Majeure	Any act of government or state, civil commotion, epidemic, fire, flood, industrial action, or organised protests by third parties, natural disaster, war, failure of payment systems, or any event beyond the reasonable control of the party claiming to be excused from performance of its obligations;
Group Company	Any company which is in relation to Experian or (as the case may be) the Reseller a subsidiary, holding company or subsidiary of a holding company as the terms "subsidiary" and "holding company" are defined by section 1159 of the Companies Act 2006;
Initial Contract Value	The greater of the Minimum Fee (and/or any fixed fees) and the actual amounts due and payable by the Reseller as specified in the Schedule in the first Contract Year (excluding VAT);
Initial Term	The period specified as such in the Schedule;
Intellectual Property Rights	Copyright, database right, domain names, patents, registered and unregistered design rights, registered and unregistered trade marks (including, where applicable the Trade Marks) and all other industrial, commercial, or intellectual property rights existing in any jurisdiction in the world and all the rights to apply for the same;
Live Date	The date set out in the Schedule or, if none, the date on which the Experian Data and/or Experian Materials or the Services are first available for use in a live operating or production environment other than for the purposes of testing;
Materials	Reseller Materials or Experian Materials, as appropriate;
Minimum Fee	The minimum fee in respect of any particular part of the Services as set out in the Schedule;
Minimum Notice Period	The minimum period of notice to be served by either party to terminate this Agreement as specified in the Schedule (and if none is specified, the minimum notice period to be served by the Reseller shall be 12 (twelve) months and the minimum notice period to be served by Experian shall be 3 (three) months);
Permitted End User	the End Users and prospective End Users which the Reseller is permitted to solicit orders from, as identified in the Schedule provided always that such End Users are not subject to Applicable Sanctions Law;
Permitted Purpose	Unless otherwise stated in the Schedule: (i) incorporation of the Experian Materials into the Reseller Products in accordance with any Documentation; (ii) sale of the Reseller Products to an End User solely for the End User Permitted Purpose; and (iii) provision to the End User (on request) of a copy of any Experian Materials used in the Reseller Products solely for Audit Purposes;
Permitted Territory	Unless otherwise set out in the Schedule, the country in which the registered office of the Reseller (as stated in the Schedule) is located;
Personal Data Breach	The definition specified in the GDPR;
Personal Data	The definition specified in the Data Protection Legislation;
Processing	The definition specified in the Data Protection Legislation and "Process" and "Processed" shall also be construed accordingly;
Processor	The definition specified in the Data Protection Legislation;
Project Timetable	Any timetable expressly set out or referred to in the Schedule or otherwise agreed between the parties from time to time;
Relevant Index	All Items index of the Retail Prices Index as published by the Office for National Statistics (or its successor from time to time), or any official index replacing it. If the Retail Prices Index is unavailable at the time of identifying the Applicable Rate, then a broadly equivalent measure of inflation (as may be reasonably determined by Experian) will be used as a substitute;
Reseller	The party named as the Reseller in this Agreement;
Reseller Data	Any of the data and/or databases owned by the Reseller and/or an End User and provided to Experian in connection with this Agreement including information derived from completed applications for credit products but excluding any data supplied to the Reseller by Experian;
Reseller Materials	Any of the items provided to Experian by the Reseller in connection with this Agreement, including Reseller Data;
Reseller Products	The products of the Reseller that incorporate or are enhanced by Experian Materials in accordance with the terms of this Agreement, as may be specified more particularly in the Schedule;
Revenue Year	Unless otherwise stated in the Schedule, a period of 12 calendar months commencing on the Live Date or any anniversary of the Live Date;
Sanctions	As in force from time to time, any treaty, law regulation, decree, ordinance, order, decision, directive, policy, demand, request, rule or requirement imposed, administered or enforced from time to time by any Sanctions Authority: (a) relating to any economic, financial trade or other, sanction, restriction, embargo, import or export ban, prohibition on receipt or transfer of funds or assets or on performing services, or equivalent measure; or (b) directed at prohibiting or restricting dealings with Sanctions Restricted Person(s);

Word or Expression	Meaning
Sanctions Authority	Means any of: (i) the United Kingdom; (ii) the European Union or any of its Member States; (iii) the United States of America; and the respective governmental institutions and agencies of any of the foregoing in items (i) to (iii) above;
Sanctions Restricted Person	Any person or entity: (i) included on the Consolidated List of Financial Sanctions Targets maintained by Her Majesty's Treasury; (ii) included on the Consolidated List of Persons, Groups and Entities subject to European Union Financial Sanctions; (iii) included on the Specially Designated National and Blocked Persons List maintained by the United States Office of Foreign Assets Control; (iv) included on any other list of a similar nature administered by a Sanctions Authority in respect of persons or entities with whom dealings are prohibited and/or whose assets are blocked; (v) owned 50% or more of, if applicable in accordance with respective Sanctions, controlled by any person, entity or body appearing on any list referred to in items (i) to (iv) of this definition;
Schedule	The schedule or schedules which describe the subject matter and specific terms relating to this Agreement;
Services	The services as specified in the Schedule and all other services supplied by Experian to the Reseller under or in connection with this Agreement, including the provision and grant of licences in respect of any Experian Data and/or Experian Material;
Service Derivatives	Information, data and materials that are derived, prepared or generated by Experian and/or its sub-contractors pursuant to (and/or as a consequence of) the Services but not licensed to the Reseller in connection with this Agreement, including (i) search footprints; and (ii) aggregated, anonymised data relating to the Reseller's use of the Services, but excluding the Reseller Materials themselves;
Shared Personal Data	The Personal Data that is being shared on a Controller-to-Controller basis (if any), as set out in the Schedule, and not any other Personal Data that may be shared between the parties under this Agreement;
Specification	Any document referred to in the Schedule that sets out details of the agreed functionality to be provided by any Experian Materials or a detailed description of the Services (as such document is updated by agreement between the parties from time to time);
Sub-processor	Any person (including any third party and any Experian Group Company but excluding an employee of Experian or any of its sub-contractors) appointed by or on behalf of Experian to Process Personal Data on behalf of Experian in connection with the Agreement;
Term	The duration of this Agreement as determined in accordance with Clause 2.2;
Trade Marks	The marks and/or names specified in the Appendix to the Schedule together with such other marks and/or names as Experian may from time to time specify in writing shall be used by the Reseller;
UK GDPR	The General Data Protection Regulation (2016/679), to the extent that and in the form that it is a requirement of English law from time to time.