



Agreement: UK PO Terms

AGREEMENT FOR THE PURCHASE OF GOODS AND SERVICES

COMMENCEMENT OF SUPPLIER'S PERFORMANCE OF ITS OBLIGATIONS (INCLUDING PROVISION OF PRODUCTS) UNDER A PURCHASE ORDER SHALL BE DEEMED TO BE SUPPLIER'S ACCEPTANCE OF THE APPLICABLE PURCHASE ORDER AND ALL OTHER TERMS AND CONDITION COMPRISING THE AGREEMENT. EXPERIAN RESERVES THE RIGHT TO MODIFY ANY OF THE TERMS AND CONDITIONS OF THE STAC AT ANY TIME, WHICH SHALL BE COMMUNICATED TO SUPPLIER (INCLUDING BY POSTING IN A SUPPLIER PORTAL) AND BE APPLICABLE TO ANY AGREEMENT THAT BECOMES EFFECTIVE FOLLOWING THE EFFECTIVE DATE OF ANY SUCH MODIFICATIONS.

This Agreement is made on the Effective Date set forth below between Experian Limited, whose registered office is The Sir John Peace Building, Experian Way, NG2 Business Park, Nottingham, NG80 1ZZ (Registered Company Number: 653331) ("Experian"), and you ("Supplier"); each sometimes referred to hereinafter as a "Party" and jointly as the "Parties".

1. Definitions.

- 1.1. "Affiliate" means any entity, that now or in the future, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a Party. For purposes of the foregoing, "control" means the ownership or power to direct the management, directly or indirectly, of fifty percent (50%) or more of the voting securities or power or equity securities.
- 1.2. "Applicable Law" means all international, federal, country, state, provincial, regional, territorial, local and other laws, rules and regulations, ordinances, interpretive letters and other official releases of or by any governmental authority, decrees, orders and codes (including any requirements for permits, certificates, approvals and inspections), as the same are promulgated, supplemented and/or amended from time to time and applicable to a Party's performance of its obligations under the Agreement, including Supplier's provision of any Products and/or Services to Experian.
- 1.3. "Cloud Services" means any subscription based, hosted, supported and operated on demand solution (including any platform, infrastructure and software as a service offering) to be provided to Experian under a Schedule or a Purchase Order, including any separate Software, Hardware and Supplier Materials to be provided in connection therewith.
- 1.4. "Confidential Information" means any and all information in any form (a) marked confidential, restricted or proprietary or similar legend; or (b) given the nature of the information or the circumstances surrounding its disclosure would be understood to be confidential by a reasonable person whether such information is disclosed orally, in writing or electronically or revealed or learned by general observation. Supplier agrees that the STAC and all Agreements, and all Experian Data and Materials are and shall remain the Confidential Information of Experian.
- 1.5. "Data Protection Laws" means all Applicable Laws concerning the privacy, data protection or security of Personal Data under this agreement.
- 1.6. "Deliverables" means all works of authorship, including, without limitation, any content, software (including source code, object code, and executable code), software programming materials, reports, manuals, work product, processes, methods, techniques, concepts, proposals, procedures, reports, documentation, requirements documents (including newly created technical and non-technical data embodied therein), specifications, writings, designs, flow charts, notes, outlines, and any other materials and items of any nature whatsoever that are created, developed, authored, conceived, originated, produced, prepared, reduced to practice or otherwise created by Supplier or Supplier's Personnel on behalf and for the benefit of Experian pursuant to the Agreement and all Intellectual Property Rights therein or thereto including all rights to sue, counterclaim, and recover for all past, present, and future infringement, misappropriation, or dilution thereof, and all rights corresponding thereto throughout the world.
- 1.7. "Disabling Code" means any virus, worm, trap door, back door, timer, clock, time bomb, Trojan horse, drop-dead device, security vulnerability, counter or other limiting routine, instruction or design that is designed to erase or damage data or programming or otherwise to cause any Software or other Products, to become inoperable or incapable of being used in the full manner for which it was designed and created. Notwithstanding the foregoing, viruses, Trojan horses, worms and similar Disabling Code are further defined as "Malicious Code".
- 1.8. "Documentation" means any documentation in any form whatsoever, including any reports, records, written designs, charts, graphics, specifications, requirements, test cases, user manuals, user guides, operations manuals, training materials, instructions, blueprints, invention disclosures, patterns, flow charts, equipment part lists, drawings or plans.



Agreement: UK PO Terms

- 1.9. “Experian Data” means any electronic data and content, including Personal Data, of Experian, that (i) is provided or made available by or on behalf of Experian or its Affiliates to Supplier under a Schedule for the purposes of performing Services thereunder or otherwise collected, generated, or received by Supplier in connection with the Agreement; (b) resides in, or runs on or through any Cloud Services, provided to Experian or its Affiliate(s) under a Schedule or Purchase Order; or (c) results or arises from access or use of the same by or on behalf of Experian or its Affiliates, including any end user profile, visit, session, impression, click through or click stream data and any statistical or other analysis, information or data based on or derived from any of the foregoing. All output, copies, reproductions, improvements, modifications, adaptations, reports, translations and other derivative works of, based on, derived from or otherwise created using any Experian Data are themselves also Experian Data. For the avoidance of doubt, Experian Data includes Personal Data but does not include any component of the Services or Material provided by or on behalf of Supplier.
- 1.10. “Experian Materials” means all Materials that are proprietary to Experian (or its third party licensors) and that are provided by Experian in connection with this Agreement, and all additions, modifications, substitutions, upgrades and/or enhancements thereto and derivative works therefrom. Experian Materials may also be Confidential Information of Experian (including Experian Data).
- 1.11. “Experian Policies” means policies, procedures and rules of Experian regarding (a) safety and health; (b) personal, professional and ethical conduct; and (c) Internet and security. Experian Policies shall include Experian’s Supplier Security Requirements, Experian’s Code of Business Conduct and Travel Policy for Suppliers which Experian currently posts at www.experian.com/corporate/suppliers.html, which may be modified by Experian from time to time.
- 1.12. “Goods” means any tangible goods, items or materials to be purchased pursuant to a Goods/Hardware Supplement, excluding Hardware.
- 1.13. “Good Industry Practice” means the exercise of that degree of care, skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator seeking in good faith to comply with all relevant laws and engaged in the provision of the same type of services as the Services under the same or similar circumstances and conditions as set out in the Agreement.
- 1.14. “Hardware” means all telecommunications, electronic, computing, network, and office and facilities equipment, machinery, and tools and any other tangible personal property provided to Experian under a Schedule pursuant to a Goods/Hardware Supplement, including any peripherals, spare parts, firmware and other items delivered with such Hardware, but excluding Software licensed separately pursuant to a Software Supplement. Hardware includes any Documentation provided with or related to the applicable Hardware.
- 1.15. “Intellectual Property Rights” means all intellectual property rights throughout the world (whether arising by statute, common law or other Applicable Law), including all copyrights, copyright registrations and applications, trademark and service mark rights (including trade dress), trademark registrations and applications, service mark registrations and applications, patent rights (including the right to apply therefor), patent applications therefor (including the right to claim priority under applicable international conventions and all applications for, and all extensions, divisions and reissuances of any of the foregoing) and all patents issuing thereon, and inventions whether or not patentable, together with all utility and design thereof, trade names, shop rights, mask-work rights, trade secrets, trade dress, moral rights, author’s rights, goodwill and other intellectual property rights (including rights to bring claims and causes of action), as may exist now or hereafter come into existence, and all renewals and extensions thereof, regardless of whether any of such rights arise under Applicable Laws.
- 1.16. “Losses” means all claims, settlements, judgments, awards, fines, penalties, interest, liabilities, demands, losses, costs, damages, sanctions, and expenses (including reasonable legal fees and other professionals’ fees, disbursements and court costs and other remedies applicable or imposed).
- 1.17. “Personal Data” shall have the meaning specified in the data protection and privacy laws enacted in England and any other Applicable Law in which the Services from time to time and any subordinate legislation thereof.
- 1.18. “Personnel” means a Party’s and its Affiliates’ directors, officers, employees, representatives, agents, auditors, consultants, and Subcontractors.
- 1.19. “Products” means the Goods, Hardware, Software, and any other items, in each case, sold, provided, delivered or licensed by Supplier to Experian under an Agreement.



Agreement: UK PO Terms

- 1.20. “Professional Services” means consulting, development, or training services (including the provision of Deliverables in relation to such services, if applicable) to be provided pursuant to a Schedule.
- 1.21. “Security Incident” means (a) any circumstance affecting Experian Data pursuant to which Applicable Law requires notification of a security breach to be given to affected persons, entities or government authorities or other activity in response to such circumstance; and (b) any actual, attempted, suspected, threatened, or reasonably foreseeable circumstance that compromises, or could reasonably be expected to compromise, either Physical Security or Systems Security (as such terms are defined below) in a fashion that either does or could reasonably be expected to permit unauthorised processing, use, disclosure or acquisition of or access to any Experian Data or any Experian environment related thereto. As used herein, “Physical Security” means physical security at any site or other location housing systems maintained by Supplier in connection with the performance of its obligations in accordance with the terms of the Agreement (including provision of Products); and “Systems Security” means security of computer, electronic or telecommunications systems of any variety (including data bases, hardware, software, storage, switching and interconnection devices and mechanisms), and networks of which such systems are a part or communicate with, used directly or indirectly by Supplier in connection with the performance of its obligations in accordance with the terms of this STAC and the Agreement (including provision of Software and other Products). To the extent that the introduction of Malicious Code through Supplier into the Experian environment affects Experian’s Systems Security or otherwise affects Experian Data in Supplier’s possession or control, it shall be considered a Security Incident.
- 1.22. “Services” means any services to be performed or provided under the terms of the Agreement including Professional Services, Cloud Services, training services, support services, maintenance services or other services.
- 1.23. “Software” means all applications programs, source code, object code, executable code, scripts, libraries, operating system software, computer software languages, utilities and other computer programs (and all modifications, replacements, upgrades, enhancements, documentation, materials and media related thereto), as well as any Documentation provided with or related to the applicable Software but excluding Cloud Services.
- 1.24. “Subcontractor” means a third party or Affiliate of Supplier that may perform or provide, or actually performs or provides, the Service (or any portion thereof) on behalf of Supplier.
- 1.25. “Supplier Materials” means software, formulae, algorithms, methodologies, processes, procedures, designs, materials, technology, and tools, together with all Intellectual Property Rights in or appurtenant to any of the foregoing and all additions, modifications, substitutions, upgrades and enhancements thereto and derivative works therefrom. Also means all materials that are proprietary to Supplier or that are provided or used by Supplier in connection with the Agreement or the Services, and all additions, modifications, substitutions, upgrades and/or enhancements thereto and derivative works therefrom.

2. Agreement.

2.1. Scope

- 2.1.1. The STAC sets forth the standard terms and conditions that govern Supplier’s provision of Products and/or Services to Experian and its Affiliates. This STAC may be supplemented by individual supplements containing additional terms and conditions applicable to the provision of specific Products and/or Services (each, a “Supplement”). Each Supplement shall become a part of this STAC upon execution thereof.
- 2.1.2. Products and/or Services may only be ordered (i) pursuant to a purchase order issued by Experian Limited (each, a “Purchase Order”) under this STAC or (ii) if the Parties mutually execute a schedule that incorporates this STAC Terms and describes the Products and/or Services to be provided (each a “Schedule”) and the applicable Experian Affiliate issues a corresponding Purchase Order. Any Experian Affiliate may become party to a Schedule under this STAC, which Schedule contains terms and conditions specific to a Product or Service that are in addition to, or otherwise supplement or modify, this STAC. This STAC, applicable Supplement (if any), applicable Schedule (if any), applicable Purchase Order (where there is no mutually executed Schedule), and any other documents incorporated or referenced in any of the foregoing (all of which are incorporated into the Purchase Order or Schedule, as applicable, by this reference), constitute the “Agreement” between the Parties specified in the Purchase Order or Schedule. (For clarity, an “Agreement” may be comprised only of the STAC and a Purchase Order; not every Agreement will have a Supplement or a Schedule or either of them). Terms and conditions contained in any Supplier provided or furnished forms, including, without limitation any shrink-wrap, click-wrap, URLs, or other similar documents shall not apply to the Products and/or Services and shall be null and void.



Agreement: UK PO Terms

2.1.3. Order of Precedence. In the event of any conflicting or inconsistent terms, the following order of precedence applies in descending order: (a) the STAC; (b) a Supplement, unless a Supplement expressly states that a particular provision of the Supplement overrides a particular provision of the STAC; (c) a Schedule, unless a Schedule expressly states that a particular provision of the Schedule overrides a particular provision of the STAC or the applicable Supplement(s), provided that with respect to the indemnification obligations, confidentiality obligations, and limitations of liability contained herein, the terms and conditions of this STAC shall always control; (d) a Purchase Order; and (e) any other documents incorporated or referenced in any of the foregoing. For clarity, if Experian and Supplier agree that a particular provision of a Schedule overrides a particular provision of the STAC or the applicable Supplement(s), such override shall apply only to such Agreement and to no other Agreement.

2.1.4. Participation. Notwithstanding anything contained herein to the contrary, any and all Affiliates of Experian may elect to participate in this Agreement under the terms set forth herein by issuing a Purchase Order referencing this Agreement or entering into an agreement implementing local terms (Local Implementation Agreement) and a Schedule referencing the Local Implementation Agreement. In the event of participation by any Affiliate, reference in this Agreement to Experian shall mean the participating entity under the Local Implementation Agreement and applicable Schedule. A breach of this Agreement by Experian's Affiliate shall not affect the rights, privileges, or obligations of Experian Limited or any other Affiliate not in breach of this Agreement.

3. Provision of Products and/or Services.

3.1. Supplier Personnel.

Supplier is responsible for causing and ensuring the compliance of the terms and conditions of the Agreement by Supplier's Personnel. Supplier shall further be solely responsible and liable for the supervision, direction, control, and compensation of Supplier's Personnel, as well as all performance, non-performance, acts or omissions (including any defaults, negligence or willful misconduct thereof) by Supplier's Personnel. Experian shall have the right, in its sole and absolute discretion, to, upon notice to Supplier, require Supplier to remove any of Supplier's Personnel from assignment at Experian. Experian shall not be liable for the removed Personnel's time for any period after the demand for removal. Immediately following removal of any of Supplier's Personnel, Supplier shall assign a suitable replacement.

3.2. Subcontractors

Supplier shall obtain Experian's prior written consent (which Experian may withhold in its sole discretion) before contracting with or otherwise engaging a Subcontractor to perform a Service (or any part thereof) or provide a Deliverable (or any part thereof), or to delegate or subcontract any portion of its obligations under the Agreement. At Experian's request, Supplier shall provide any requested information with respect to a proposed or existing Subcontractor (including a Subcontractor's qualifications and a listing of Subcontractor's personnel). Experian's consent to the use of a Subcontractor shall be limited to the Agreement pursuant to which consent was granted and shall not relieve Supplier of any liability or obligation under an Agreement. Supplier shall ensure each Supplier Subcontractor complies with all relevant terms of the Agreement, including all provisions relating to Experian Data, Personal Data, or other Confidential Information of Experian. Supplier shall remain responsible and liable for any and all acts and omissions of each Subcontractor to the same extent as if such acts or omissions were by Supplier.

3.3. Compliance with Experian Policies and Applicable Law.

Supplier shall, and shall ensure its Personnel, at all times: (a) conduct themselves in a businesslike manner; (b) comply with all Experian Policies; (c) comply, in the case where Supplier Personnel shall perform Services onsite at any Experian facility, with all Experian Policies communicated to Supplier orally or by conspicuous posting at an Experian facility or other means generally used by Experian to disseminate such information to its Personnel; and (d) comply with all Applicable Law. Failure to comply with this Section 3.3 shall be considered a material breach and is terminable pursuant to subsection 8.2

3.4. Background Screenings.

All supplier Personnel who will: (a) have access to an Experian network; (b) have access to, or the capability to view or use Experian Data; or (c) be on Experian Premises for more than one day and issued an access badge (for clarity, individuals who are issued visitor badges and are escorted onsite by an Experian staff member for the entirety of their visit do not fall under this criterion) must pass a criminal background check and general background investigation at no additional cost to Experian. The scope and criteria of the required criminal and general background screenings shall be consistent with the Background Screening Criteria found in the Experian Policies.



Agreement: UK PO Terms

3.5. Business Continuity Plan.

Supplier shall implement and maintain a business continuity program that includes documented recovery strategies, plans and procedures (a "Plan"), to ensure the Supplier can continue to deliver its Services to Experian within the recovery time and recovery point objectives set forth in the Agreement or if not set forth therein, then as set forth in Experian Policies. Supplier must notify Experian promptly (but not more than twenty-four (24) hours after activation) in any case of invoking its Plan for Services provided to Experian. Supplier shall test its Plan as often as required to reasonably ensure a successful recovery within the committed recovery time objective in the event an actual recovery is required, but no less than once every twelve (12) month period. Experian reserves the right to directly participate in the recovery tests and to audit the test summary results and the Plan no more than once annually upon written request.

3.6. Acceptance Procedures.

Experian shall have the right to review and accept or reject all: (a) Products and/or Services; (b) parts or components of the Services, including the procedures, processes and methodologies underlying the Services; (c) milestones and Deliverables; and (d) any business functionality or requirements, in each case pursuant to the acceptance procedures set forth in the applicable Schedule or Supplement (or if not specified therein, to the satisfaction of Experian). Under no circumstance shall Experian's failure to provide any review or acceptance of any of the items set forth or referenced in this Section, nor shall use of a Product by Experian, be deemed to mean that Experian has automatically accepted or approved any such item(s).

3.7. Time of the Essence.

It is agreed that the time of completion and the delivery of any Services and Deliverable is of the essence and that Experian may, in its sole discretion, cancel any Purchase Order and/or Schedule, or portion thereof, if it is not fulfilled within the time specified, or if no time is specified, within a commercially reasonable time.

4. Fees; Taxes; Payment Terms

4.1. Fees.

Experian shall pay Supplier for the Products and Services in the amounts agreed upon and set forth in the applicable Purchase Order or Schedule (if applicable) (the "Fees"). Supplier acknowledges and agrees that a Purchase Order is required for any purchase hereunder. Unless otherwise agreed by the Parties and set forth in the applicable Schedule, the Fees are fixed during the term of the applicable Schedule and may not be increased by more than two percent (2%) for each renewal term thereafter without Experian's prior written consent. The Fees shall be the entire compensation to which Supplier shall be entitled to under the Agreement, and neither Supplier nor any of Supplier's Personnel or any other person or entity retained by Supplier shall be entitled to receive any other compensation, fees or amounts, including reimbursements for expenses or taxes. If the Parties agree to a fee schedule covering certain Products and/or Services for a specified period, then such fee schedule shall apply to the procurement of such Products and/or Services by the applicable Experian Entities for the period specified in such fee schedule, irrespective of and unaffected by any Supplier fee increases. Further, for purposes of calculating any metrics (including discounts) measured under the Agreement that are based on volume, quantity or other measurement factor, the total volume, quantity or other measurement factor of Experian (e.g., volume of all Products and/or Services purchased by all the Experian Entities) shall be counted to determine whether the applicable volume, quantity or other measurement factor has been achieved.

4.2. Expenses.

Unless otherwise specified in a Purchase Order or Schedule, Supplier shall be solely responsible for, and shall bear, all costs and expenses related to the performance of Services or provision of Products and/or Services, and the fulfillment of Supplier's obligations; provided, however, in connection with travel expenses approved in advance in writing by Experian, reasonable and necessary travel and travel-related expenses actually incurred in connection with the performance of the Services shall be reimbursed pursuant to Experian Policies .

4.3. Taxes.

4.3.1. Each Party shall be responsible for any taxes on property it owns or leases, for any franchise or privilege tax on its business, and for any tax based on its gross or net income or gross receipts. Supplier shall be responsible for and shall bear all taxes and duties, including VAT, payable by Supplier on any goods or services used or consumed by Supplier in providing the Products and/or Services (including inputs or services obtained from Subcontractors and/or any Supplier Affiliate). Supplier shall be responsible for any employment-related taxes of, and with regard to, Supplier's Personnel.



Agreement: UK PO Terms

4.3.2. Experian shall be responsible for and shall bear all applicable sales, use, excise, personal property, and value added taxes imposed by any taxing authority on the receipt of the Products and/or Services by Experian.

4.3.3. The Parties shall cooperate with each other to minimise any applicable taxes and, in connection therewith, the Parties shall provide each other with any relevant tax information as reasonably requested (including resale or exemption certificates, multi-state exemption certificates, value added tax numbers, information concerning the use of assets and materials, and notices of assessments). Notwithstanding the foregoing, Supplier shall notify Experian within ninety (90) days of the applicable invoice if taxes were improperly invoiced, thereafter Experian shall have no obligation to remit payment to Supplier for any taxes improperly invoiced by Supplier.

4.4. Invoicing.

Supplier shall invoice Experian in accordance with the applicable Schedule or Purchase Order. Experian shall be under no obligation to pay Supplier until Supplier has provided a Correct Invoice (as defined below). Payment shall be due no later than the last day of the month following the month in which it receives a Correct Invoice from the Supplier (the “**Due Date**”) and will be made electronically. A “**Correct Invoice**” shall be electronically uploaded via the iSupplier portal. Invoices can only be uploaded once a valid PO has been created against your supplier site. Invoices should be submitted in a PDF format (standard type, no password protection). For more information on how to submit invoices please refer to the Experian_ISP_Invoice_po_user_guide attached to the confirmation registration workflow email. All invoices should include the following information: - (a) description sufficient to identify the Products and/or Services, (b) delivery or performance date, as applicable, (c) location where the Products have been delivered or the Services are being provided, as applicable, (d) price, (e) VAT total, (f) Supplier name, address and VAT registration number, (g) the purchase order number(s) against which the Products and/or Services are being supplied, (h) any discount applied, (i) subtotal (Charge for the Products and/or Services excluding VAT), and (j) grand total (charge for the Products and/or Services plus VAT). If any invoice received does not meet these criteria, then Experian may return such invoice to Supplier for correction and the payment of such invoice will be subject to reasonable delay in processing and payment. In addition, Experian may deduct from or offset against any payment to Supplier all monies claimed in good faith to be due or becoming due to Experian from Supplier whether in connection with this Agreement or otherwise.

4.5. Stale Invoices

In order to qualify for payment of Fees and expenses, Supplier must submit invoices in the month following the month in which such Fees or expenses became due. Experian shall not be responsible for Fees or expenses submitted more than one hundred twenty (120) days following the month in which such Fees became due, or expenses were incurred.

4.6. Disputed Invoices.

Upon notice to Supplier, Experian may withhold payments for any item(s) on Supplier's invoice that Experian reasonably disputes. Pending settlement or resolution of the issue(s), Experian's non-payment of these items shall not constitute default by Experian. Under no circumstances shall Supplier suspend or delay its performance of Services and provision of the Products and/or Services due to non-payment during the pendency of such good faith dispute.

5. Confidentiality Obligations.

5.1. Treatment of Confidential Information.

5.1.1. Each of Supplier and Experian (each referred to as “Recipient” as the context so requires) shall not access, use or disclose the Confidential Information of the other Party (each referred to as “Discloser” as the context so requires) except as expressly permitted by the Agreement, and shall strictly maintain the secrecy and confidentiality of, all Confidential Information of the Discloser. Recipient shall use at least the same degree of care to safeguard and to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorised disclosure, publication, dissemination, destruction, loss, theft, or alteration of its own information (or information of its customers) of a similar nature, but not less than reasonable care.

5.1.2. Recipient may disclose Discloser's Confidential Information to its Personnel only to the extent and provided that such Personnel (i) have a need to know the Confidential Information disclosed to them, (ii) have been informed in writing of the confidential nature of the Confidential Information and the purpose for which it may be lawfully used, and (iii) are subject to the substantially similar obligations of confidentiality and non-disclosure as set forth in this Section 5. Recipient hereby assumes full responsibility for the acts and omissions of any person or entity to which it discloses Discloser's Confidential



Agreement: UK PO Terms

Information and shall ensure that the Confidential Information is not disclosed or used in contravention of the Agreement. Confidential Information of Supplier and Experian shall remain the sole and exclusive property of the respective Party.

5.2. Exclusions.

Except with respect to Experian Data, the obligations of confidentiality set forth in Section 5.1 (Treatment of Confidential Information) above do not apply to the extent such information: (a) is already in the public domain or becomes publicly available through no breach of the Agreement by Recipient; (b) that Recipient can demonstrate was independently developed by Recipient without reference to or use of the Confidential Information of Discloser; or (c) is required to be disclosed by Applicable Law or by a court of competent jurisdiction; provided that immediately upon receiving any such request Recipient promptly notifies, if so permitted, Discloser in writing of such requirement to enable Discloser to seek a protective order to protect the confidentiality of such information, take action to assure confidential handling of the Confidential Information, or take such other action as it deems appropriate to protect the Confidential Information.

5.3. Return/Destruction of Confidential Information.

5.3.1. Upon any termination of STAC or the Agreement, the completion of all Services or provision of all Products under the applicable Agreement, or the written request of Experian, Supplier shall return or destroy, as Experian may direct in writing, all Confidential Information of Experian and all copies, summaries, abstracts, or other representations of the applicable Confidential Information, in whatever form, in its custody, possession or control. At any time upon Experian's request, the Supplier shall provide Experian with a written confirmation of compliance with the requirements of this Section 5.3. The Supplier shall comply with the requirements of this subsection as promptly as possible (but in no event longer than thirty (30) days from the date of Experian's request), unless otherwise agreed in writing.

5.3.2. Experian may keep copies or archived computer system backups of the Supplier's Confidential Information in accordance with record retention policies established for the purpose of compliance with Applicable Laws or to the extent required for exercise of Experian's rights under the Agreement, provided, that Experian shall continue to treat such materials as Confidential Information in accordance with the terms of the Agreement for so long as the same remain in its custody, possession or control.

6. Data Protection

6.1. Information Commissioner.

The parties shall in addition to the general obligations under Section 5. ,Applicable Law and without prejudice to any other provisions of this Agreement: (a) Notify all relevant details of any processing of Personal Data to the Information Commissioner as set out in the Data Protection Laws and only process such Personal Data in accordance with the terms of its registration under the Data Protection Laws; and (b) comply with the rights of the individuals to whom the provision of the Services relates as set out in the Data Protection Laws.

6.2. Data Processing.

Where the Supplier is acting as a data processor (as defined by the Data Protection Laws) processing Experian Personal Data, it shall provide such support and information as requested by Experian from time to time to enable Experian to (a) respond to any request from a data subject to exercise any of its rights under the Data Protection Laws, (b) comply with its obligations under the Data Protection Laws and (c) to demonstrate compliance with Article 28(3) of GDPR. The Supplier shall also, in compliance with the requirements of Article 28(3) of GDPR inform Experian immediately in the event that any instructions from Experian infringes the GDPR or any other relevant data protection laws.

6.3. Measures.

The Supplier warrants that it has in place and undertakes to maintain throughout the duration of this Agreement appropriate technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of or damage to or disclosure of Experian Personal Data.

6.4. External Transfers.

The Supplier shall not process any Experian Personal Data other than as necessary for the Agreement Purposes and shall not, without the prior written consent of Experian, export or process any Experian Personal Data outside the United Kingdom. For the avoidance of doubt, Experian instructs the Supplier to process Experian Personal Data for the Agreement Purposes.



Agreement: UK PO Terms

6.5. Sub-processors.

To the extent that the Supplier engages a data processor as contemplated by Article 28(4) of GDPR then, it shall, prior to making any Experian Personal Data available to the data processor, enter into a written agreement with the data processor and ensure that such agreement imposes on the data processor, the same data protection obligations and restrictions as imposed on the Supplier by this Agreement.

6.6. Continued Security Measures.

The Supplier warrants to Experian that whilst this Agreement remains in force (and without prejudice to the provisions of Confidentiality under this Agreement and Clause 6.4 above) it will have and keep in place any information security measure which the Supplier has indicated to Experian (either in its response to the Security Questionnaire, or otherwise in writing) that it has or will have in place.

6.7. Security Requirements.

The Supplier acknowledges that in deciding whether to place business under any agreement with a supplier, and/or whether to renew or extend any such agreement, Experian will have regard to the principles and requirements of its "Supplier Security Requirements" document (the "Security Requirements") in the Experian Policies. The Supplier will comply with the Security Requirements.

6.8. Deletion/Return of Data.

At Experian's request or, if no request is made during the continuance of the Agreement, upon completion of this Agreement, the Supplier shall (at Experian's option) delete or return to Experian all Experian Personal Data and shall not, unless required by law, retain a copy. Experian may keep copies or archived computer system backups of the Supplier's Confidential Information in accordance with record retention policies established for the purpose of compliance with applicable Laws or to the extent required for exercise of Experian's rights under the Agreement, provided, that Experian shall continue to treat such materials as Confidential Information in accordance with the terms of this Agreement for so long as the same remain in its custody, possession or control.

6.9. Security Incident Notification

Supplier shall have in place and maintain appropriate processes and procedures to ensure that any data security breach involving Experian Personal Data (a "Security Incident") is detected in a timely manner. In the event of a Security Incident, the Supplier shall notify Experian within 12 hours of becoming aware of it and provide to Experian (within such timescales as Experian requires) all support and information, necessary to enable Experian to manage the Security Incident, mitigate the impact of the Security Incident and comply with its notification obligations set out in the Data Protection Laws.

6.10. Data Protection Compensation.

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. Any limitations and exclusions of liability in this Agreement shall not apply to the Other Party's obligation to pay any sum due to the Paying Party under this clause 6.10.

6.11. Compensation Procedures.

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; (a) The party in receipt of the claim shall promptly notify the other party of the claim; (b) 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); (c) and each party shall provide such cooperation and assistance as is reasonably required by the other party in connection with the claim.

7. Proprietary Rights. Use of Experian Materials

7.1. Retained Rights.



Agreement: UK PO Terms

Except as otherwise expressly provided in this Section 7, in a supplement, or in a Schedule or Purchase Order issued pursuant hereto, Supplier and its licensors have and shall retain all right, title, and interest in and to Supplier Materials. Experian and its licensors have and shall retain all right, title, and interest in and to all Experian Materials and Experian Confidential Information.

7.2. Use of Experian Materials.

In performance of its obligation under an Agreement, Supplier may have access to Experian Materials. Nothing contained in this STAC shall be deemed to convey to Supplier or to any other person or entity any Intellectual Property Rights or ownership interest in or to the Experian Materials. Supplier shall: (a) use Experian Materials only as authorised in advance in writing for the specified purposes that Experian authorises and no other purposes whatsoever; (b) keep Experian Materials in good order and condition; (c) be solely responsible and liable for any loss or damage to the Experian Materials while in the custody, possession or control of Supplier; and (d) immediately destroy the Experian Materials in accordance with Section 6.8 (Deletion/Return of Data) above in the event of termination or expiration of the Agreement, applicable Schedule or Purchase Order, or upon request by Experian. Upon the termination of an Agreement hereunder, Supplier's right to use the Experian Materials shall automatically terminate. Supplier shall not: (a) change, modify, add code or otherwise alter the Experian Materials in any manner; (b) reverse engineer, disassemble, decompile, in any way attempt to derive the source code of, or translate the Experian Materials; or (c) use, transform, modify, or adapt the Experian Materials for use for any other purpose, including use to assist in the development or functioning of any product or service that is competitive, in part or in whole, with any existing or reasonably anticipate product or service of Experian's or any Experian Materials. Supplier does not acquire any license to use the Experian Materials in excess of the scope and/or duration described in Agreement for which such Experian Materials were provided. At any time upon the Experian's request, the Supplier shall provide Experian with a written confirmation of compliance with the requirements of this Section 7.2.

7.3. Deliverables.

If the Parties enter into a Schedule where Supplier agrees to develop and provide Deliverables (as defined in Section 1) to Experian, Supplier hereby irrevocably and perpetually assigns, transfers and conveys (and shall assign, transfer and convey), and shall cause Supplier's Personnel to irrevocably and perpetually assign, transfer and convey, to Experian, without further consideration and free and clear of any liens or encumbrances, all of Supplier's worldwide right, title and interest of any kind, present or future, in, to and under any and all Deliverables. Supplier acknowledges that Experian and the successors and assigns of Experian have the right to obtain and hold in their own name any patent, copyright, trademark and other Intellectual Property Rights in and to such Deliverables. Supplier hereby unconditionally and irrevocably waives and shall cause Supplier's Personnel to unconditionally and irrevocably waive, any and all Intellectual Property Rights and moral rights (and other similar rights however denominated in any jurisdiction) that Supplier or any of Supplier's Personnel have or may have in the Deliverables. Upon the request of Experian, Supplier shall, and shall cause the Supplier's Personnel to, promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist Experian to prosecute, register, perfect, or record its rights in or to any such Deliverables. Experian hereby grants to Supplier a worldwide, royalty-free, non-exclusive, revocable, non-transferable license to access and utilise the Deliverables solely to the extent necessary to provide, and solely for the purpose of providing, the Services and such license by Experian to Supplier automatically terminates, without further action required, upon the termination of the engagement or Services to which such license is applicable.

7.4. License to Supplier Materials and Third-Party Materials.

To the extent any Supplier Materials or any third party Materials are: (a) supplied with, embedded or incorporated into, or made a part of any Deliverables; (b) used in or incorporated into an application program interface or other interface; or (c) necessary for the access or use of any professional services and/or Deliverables, Supplier hereby grants to Experian a worldwide, non-exclusive, irrevocable, perpetual, royalty free, fully paid-up license (with the right to grant sublicenses) to access, use, copy, maintain, modify, create derivative works of, perform, load, execute, run, compile, build, and display any and all such Supplier Materials and third party Materials in connection with the Experian Entities' use or enjoyment of the professional services and/or Deliverables or otherwise for Experian to achieve the intended benefit of the professional services so provided. Such license survives the termination of the Agreement for any reason. Supplier shall not supply, embed, incorporate or use any Supplier Materials or third-party Materials for which Supplier cannot grant such a license unless otherwise approved by Experian in writing.

7.5. Residual Rights.

For purposes of clarification, Experian may develop, use, or provide to others, products, services, inventions, or technologies using its own residual knowledge, even if such products, services, inventions, or technologies include data, functionality, or characteristics that are the same or similar to the Deliverables, Services or Products, or use Materials that are the same or similar to Supplier's Materials, provided that Supplier's Confidential Information is not used.

8. Term and Termination.



Agreement: UK PO Terms

8.1. Term.

This STAC shall be effective as of the STAC Effective Date and remain in effect until terminated in accordance with the terms hereof. The term of each Supplement, and each Schedule shall be effective as of the applicable effective date and shall remain in effect until the earlier of (as applicable): (i) the termination of such Supplement or Schedule or Agreement by a Party in accordance with this Section 8; or (ii) the end of the term specified in such Supplement or Schedule or Agreement.

8.2. Termination Rights.

Right to Terminate for Material Breach. A Party has the right to terminate the Agreement for cause, in whole or in part, effective upon the provision of written notice (a) if the other Party has materially breached the Agreement and the breaching Party fails to or is unable to cure the material breach within thirty (30) days following the date of the notifying Party's provision of the written notice to the breaching Party of such material breach; or (b) the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

8.3. Experian Right to Terminate for Convenience.

Experian has the right to terminate for convenience any of the STAC, Schedule(s) or Supplement(s) effective upon the provision of no less than ten (10) business days' written notice. Unless otherwise agreed in a Schedule different condition.

8.4. Impacts of Termination.

Unless otherwise agreed in writing between the Parties, the termination of any of the STAC, Supplement, Schedule and Agreement shall not result in the termination of any other Supplement, Schedule or Purchase Order, each such Agreement being terminable in accordance with the terms thereof; provided, however, in the event of Experian's termination of any Agreement due to breach by Supplier, Experian Limited has the right, on behalf of itself or any Experian Affiliate, to terminate any and all other Agreements and to pursue all other rights and remedies at law or in equity. The timeframe for a Party to cure any breach of the terms of the Agreement shall not be tolled by the pendency of any dispute resolution procedures.

8.4.1. No termination of the STAC or the Agreement shall affect any rights, obligations, or liabilities of either Party which have accrued before such termination. Unless, set forth in the applicable Schedule or Purchase Order, no termination fees, charges, amounts, or penalties shall be payable by Experian in connection with any termination by Experian or the expiration of the Agreement, in any case in whole or part, and in no event with respect to such termination shall Experian be liable for any fees, penalties, liabilities, losses, costs, damages or expenses except for any fees due for Products provided and/or Services accepted prior to the effective date of termination.

8.4.2. Supplier shall refund, on a pro rata basis, all fees, expenses, and other amounts paid in advance for any Services and/or Product(s) that Supplier has not performed or not provided as of the effective date of such termination.

8.5. Transition Services.

In the event of any termination of any of the STAC, Supplement, Schedule and Agreement, at Experian's written request, Supplier shall provide reasonable transition services either directly to Experian or its designated third party to transition any work in progress or other Services that need to be continued after such termination: specifically, Supplier will "hand-off" all relevant Confidential Information and work in progress to Experian or its designated supplier at Experian's direction, and will prepare a memorandum/schedule summarizing the status of all then-ongoing work, including detailed instructions, list of parts, Subcontractors or other elements then existing necessary to complete the work or continue use of the Services/Deliverables. Supplier shall reasonably cooperate with Experian and its designated third party, if any, so that the transfer of any work in progress or other Services on termination is achieved with the minimum of disruption to Experian and the Services to which the termination applies. These transition services will be performed in good faith at the rates most recently paid by Experian for similar services or as otherwise agreed in writing by the Parties.

8.6. Continued Performance.

Supplier agrees to continue performing its obligations under the Agreement during the pendency of any dispute and, under no circumstances shall Supplier repudiate the Agreement, in whole or part, or otherwise refuse to perform all or any portion of the Agreement or use any type of physical or electronic means to prevent or interfere with Experian's access and use of any Products and/or Services, including denying, withdrawing, or restricting Supplier's provision of Products and/or Services to Experian under the Agreement or the STAC during the pendency of any such dispute or until the Agreement is terminated.



Agreement: UK PO Terms

9. Representations and Warranties.

9.1. Performance of Services and Deliverables.

Supplier represents and warrants that: (a) Supplier's Personnel have the skills, resources and expertise to provide and shall provide all Services and Deliverables in accordance with the terms and conditions of the Agreement; (b) without limiting the generality of the foregoing, the provision of all Services and Deliverables under the Agreement shall be provided in a timely, professional and workmanlike manner consistent with the highest industry standards of quality and integrity; provided, however, that where the Agreement specifies a particular standard or criteria for performance, this warranty is not intended to and does not diminish that standard or criteria for performance; and (c) all Deliverable shall operate, in all material respects, in accordance with the applicable Documentation.

9.2. Intellectual Property Rights.

Supplier represents and warrants that: (a) any Deliverables, Supplier Materials, Products and/or Services and any component thereof, do not and shall not infringe, misappropriate or violate any Intellectual Property Right of any third party; (b) Supplier has the right to grant the rights and licenses granted to Experian in the Agreement; and (c) Supplier is the owner of or authorised to use all Supplier Materials used or furnished by Supplier in connection with the Agreement or in providing the Supplier Materials, Products and/or Services and any component thereof.

9.3. Compliance with Applicable Laws and Corporate Authority.

During the term of any Agreement, Supplier represents and warrants that Supplier is acting according to Good Industry Practice. Supplier represents and warrants it has, and shall obtain (if necessary) any licenses, permits, rights, consents, franchises or governmental authorisations necessary for any of the provision and performance of the Products and/or Services, the ownership of its properties, the conduct of its business, the consummation of the transactions contemplated by the Agreement and the performance of its obligations hereunder.

9.4. Legal and Corporate Authority.

Supplier represents and warrants that at the time of execution hereof and continuing through the term of any Agreement: (a) Supplier is qualified and registered to transact business in all locations where the performance of its obligations hereunder would require such qualification; (b) Supplier has and shall maintain all necessary rights, powers and authority, ; (c) the execution and performance of the Agreement by Supplier shall not conflict with or violate any Applicable Law and shall not breach any agreement, covenant, court order, judgment or decree to which Supplier is a party or by which it is bound; and (d) there is no pending or threatened claim or suit that might adversely affect Supplier's ability to perform its obligations under the Agreement.

9.5. Disabling Code.

Supplier represents and warrants that the Software or Services provided hereunder do not contain and Experian shall not receive from Supplier's data connection or any other Supplier medium a Disabling Code. In the event any Disabling Code is identified, Supplier shall take all steps necessary, at no additional cost or expense to Experian, to: (a) restore and reconstruct any and all Confidential Information and data lost by Experian or otherwise impacted as a result of such Disabling Code; and (b) furnish, install and implement Product without the presence of any Disabling Code.

9.6. Warranty Disclaimer.

EXCEPT FOR ANY REPRESENTATIONS AND WARRANTIES ESTABLISHED BY APPLICABLE LAW AS RIGHTS THAT CANNOT BE WAIVED OR LIMITED BY CONTRACT, EXPERIAN PROVIDES ONLY THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THE AGREEMENT AND NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WILL APPLY.

10. Indemnification.

10.1. Supplier IP Indemnity.

Supplier shall indemnify, defend and hold harmless the Experian Indemnified Parties from and against, and shall pay any and all Losses sustained or incurred by any of the Experian Indemnified Parties, based upon, relating to or arising from, any and all actual, threatened or alleged third party claims that any of the: (a) Services, Supplier Materials, Products, Deliverables, and any other Supplier services, technologies, techniques or products used by Supplier to provide the Services; and (b) the receipt or use by Experian of any of the foregoing items referenced in sub Clause (a) (collectively referred to as "**Supplier Items**"), infringes,



Agreement: UK PO Terms

misappropriates or violates any Intellectual Property Rights. If Experian's right to use, receive or enjoy any Supplier Items, is prohibited or appears likely to be prohibited, Supplier promptly shall, at Supplier's sole cost and expense and in such a manner as to not disturb or adversely impact Experian's business activities and rights under this Agreement, do one of the following: (i) obtain for Experian the right to continue receiving and using such services, materials and/or items free of claims of infringement, misappropriation and violation; (ii) modify the applicable services, materials and/or items so that they no longer infringe, misappropriate or violate (provided that such modification does not degrade the performance or quality of the services, materials and/or items or adversely affect Experian's intended use as contemplated by this Agreement); or (iii) replace the services, materials and/or items with non-infringing, non-misappropriating and non-violating functional equivalents acceptable to Experian.

10.2. Supplier IR35 Indemnity.

The Supplier shall indemnify and keep indemnified Experian against any Losses suffered or incurred by Experian by reason of any proceedings, claims or demands by any third party (including specifically, but without limitation, HM Revenue and Customs and any successor, equivalent or related body) pursuant to the IR35 legislation and/or any of the provisions of Income Tax Regulations and/or any supporting or consequential secondary legislation relating thereto or NICs Legislation in respect of the Services delivered under this Agreement.

10.3. Procedure.

If an Experian Indemnified Party seeks indemnification under this Agreement, the Experian Indemnified Party will: (a) give prompt notice to Supplier concerning the existence of the indemnifiable event; (b) grant authority to Supplier to defend or settle any related action or claim; and (c) provide, at Supplier's expense, such information, cooperation and assistance to Supplier as may be reasonably necessary for Supplier to defend or settle the claim or action. An Experian Indemnified Party's failure to give prompt notice shall not constitute a waiver of the Experian Indemnified Party's right to indemnification and shall affect Supplier's indemnification obligations only to the extent that Supplier's rights are materially prejudiced by such failure or delay. Notwithstanding anything to the contrary set forth herein: (d) an Experian Indemnified Party may participate, at its own expense, in any defense and settlement directly or through counsel of its choice; and (e) Supplier will not enter into any settlement agreement without Experian's prior written consent unless such settlement provides Experian with a complete release without imposing any additional costs or obligations and does not require admission of guilt or liability by the indemnified Party.

11. Insurance.

11.1. Insurance Minimums

Supplier shall maintain at Supplier's cost and expense: (a) commercial general liability insurance (including (i) premises and operations, (ii) products/completed operations, and (iii) contractual liability), with a limit of not less than \$1,000,000 each occurrence; (b) business automobile liability insurance, with a limit of not less than \$1,000,000, combined single limit per accident, applicable to all owned, non-owned, and hired vehicles; (c) professional liability insurance (including privacy and cyber liability insurance) with a limit of not less than \$1,000,000 for each occurrence, provided however, if the Services involve any of Experian's credit or production systems or applications, the limit required for each occurrence shall be no less than \$5,000,000; (d) employee dishonesty (fidelity) insurance with a limit of not less than \$1,000,000 each occurrence; and (e) workers compensation and employers liability coverage providing statutory workers compensation benefits as required by Applicable Law and employers liability limits of \$1,000,000.

11.2. Coverage

Supplier's policies shall cover persons and entities for whose acts Supplier may be liable, activities performed hereunder, the Services provided hereunder, and all contractual obligations undertaken by Supplier in the Agreement. If Supplier owned or leased property is to be brought to an Experian site, or if Experian property is provided to Supplier, Supplier shall maintain commercial property insurance coverage for all such property in an amount that is equal to the full cost to repair or replace the property with new property of like kind and quality. Experian shall be included as a loss payee, as its interests may appear with respect to any Experian owned property. Experian shall have the right to terminate this STAC or the Agreement for material breach if Supplier fails to maintain the required insurance types and levels. Experian and its Affiliates (and the stockholders, partners, directors, officers, employees and agents of each) shall be included as additional insureds in Supplier's general liability policy. Where an umbrella liability policy is used in part to provide the limit required herein, the umbrella policy shall be at least as broad as the underlying policy.



Agreement: UK PO Terms

11.3. Insurance Certificate

Supplier shall provide to Experian a certificate, or certificates of insurance from the insurance company(ies) having a Best's rating of A-:VIII or better, licensed in the state(s) in which the Products, Services or Supplier Materials are to be provided, delivered or used, signed by an authorised agent or employee of the insurance company, evidencing insurance as required herein, upon execution of the Agreement to Experian Limited at SupplierInsurance@Experian.com Supplier shall notify Experian at least thirty (30) days prior to a material change in or cancellation or non-renewal of any insurance required under the Agreement. All insurance provided by the Supplier shall be primary and shall not contribute with other insurance available to Experian, with respect to Experian as an additional insured or any other insurance maintained by Experian.

11.4. Disclaimer

By requiring insurance herein, Experian does not represent that coverage and limits shall necessarily be adequate to protect the Supplier and such coverage and limits are not and shall not be deemed as a limitation on Supplier's liability. If there is a deductible or self-insured retention on any of the required insurance coverage, Supplier shall bear and be solely responsible for payment of the deductible or self-insured retention for all claims, including coverage where Experian is an additional insured. For all policies where Experian is an additional insured, the policy shall contain a separation of insureds provision.

11.5. Subrogation

All the insurance required herein shall provide that Supplier and its insurer have waived all rights of recovery and subrogation against Experian and its Affiliates, and the stockholders or partners, directors, officers, employees and agents of all of them. Where a specific endorsement or agreement by the insurer is required to effect a waiver of subrogation against all Parties stated herein, Supplier shall secure such agreement to waive subrogation in writing.

12. General Provisions

12.1. Audits.

During the term of this Agreement and for (6) years following the expiration or termination of this Agreement, upon reasonable notice, Experian shall have the right to conduct audits and inspections of Supplier (including any Supplier Personnel) to assess compliance with the terms of the Agreement, including (as applicable to the Products and/or Services being provided by Supplier): (a) examine and verify the integrity of the Supplier systems that process, store, support and transmit Experian Confidential Information; (b) examine the internal controls and compliance with the security, disaster recovery, business continuity and back-up practices and procedures as required hereunder; (c) verify the accuracy and completeness of fees, costs and expenses charged to Experian; (d) examine the financial controls, processes and procedures utilised by Supplier; (e) examine and verify Supplier's performance of its obligations (including the provision of a Product or performance of a Service) under the Agreement (including, without limitation, to enable Experian to meet its obligations pursuant to or under Applicable Law or to comply with its regulator, contractual or other requirements). (f) Supplier shall provide Experian or obtain for Experian access to such properties, records and personnel as Experian may reasonably require for the foregoing purpose. (g) In addition, at any time, upon Experian's request, Supplier shall provide a completed audited statement of the financial condition of Supplier's organisation, including: audited year-end results for the three (3) previous years, including revenues, expenses, net income, total assets, liabilities and footnotes; and (h) the most recent financial interim statement.

12.2. Public Announcements.

Without prior written consent from Experian's Regional Head of Procurement or Vice President of Public Affairs, which may be withheld in Experian's sole discretion, Supplier shall not: (a) use Experian's name, trademarks or logos, or (b) (orally or in writing) publicly disclose, issue any press release or make any other public statement or otherwise communicate with a third party, including any advertising or marketing materials, concerning: (i) the existence of this relationship, or (ii) the existence or terms of an agreement with Experian (including this STAC). In the event of such consent being given, the Supplier shall use it solely and exclusively under the guidelines indicated by and for the period of time indicated by Experian, which shall not exceed the term of the Agreement, unless Experian agrees otherwise in writing. Experian shall have the right to use Supplier's logo for internal marketing purposes.

12.3. Third Party Rights.

Persons or entities who are not a party to the Agreement (other than Experian's Affiliates or Experian Indemnified Parties, as applicable) shall not have any rights under the Agreement and the Parties hereby agree that nothing in the Agreement shall be



Agreement: UK PO Terms

construed as creating a right that is enforceable by any person or entity that is not a Party to the Agreement or a permitted assignee of such Party.

12.4. Relationship of the Parties.

Supplier is an independent contractor and is not an employee, agent, partner, joint venture, or legal representative of Experian. Nothing in the Agreement is intended to, or shall, operate to create a partnership or joint venture of any kind between Supplier and Experian, nor authorise either Party to act as agent for the other. No Party has the authority to act in the name or on behalf of, or otherwise bind, the other Party in any way.

12.5. Non-Exclusive Relationship; No Minimum or Maximum.

The agreement of the Parties to the STAC or any Supplement or Schedule shall not give rise to any commitment on the part of Experian Limited or any Experian Affiliate to purchase any Products and/or Services. Experian's commitment to purchase Products and/or Services shall arise only at such time as Experian Affiliate and Supplier enter into a Schedule and/or Experian issues a Purchase Order for the applicable Product and/or Service. Any estimates or forecasts by Experian are for long range planning purposes only and shall not in any way represent a commitment on the part of Experian Limited or any Experian Affiliate to procure any Product and/or Services. Nothing in the STAC nor any Agreement shall be construed as a requirements contract, and notwithstanding anything to the contrary contained herein, neither the STAC nor any Agreement shall be interpreted to prevent Experian from obtaining from third parties, or providing to itself, any or all the Products and/or Services.

12.6. Notices.

Any notice required or permitted to be delivered pursuant to this STAC or the Agreement shall be in writing and shall be deemed delivered: (a) upon delivery if delivered in person; (b) upon electronic confirmation of delivery if sent via electronic mail at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume; or (c) two (2) business days after deposit in the United Kingdom mail, registered or certified mail, return receipt requested, postage prepaid, in each case addressed to the addresses set out on the first paragraph of this STAC or to such other address as may be specified by either Party hereto upon notice given to the other Party. For purposes of subsection (b), electronic mail to Experian shall be sent to UKProcurement@experian.com and to Supplier at the address for Supplier identified by Supplier in connection with the process for onboarding Supplier as a supplier for Experian Limited (or if no address is on record, then the address specified in the Purchase Order or Agreement to which the particular matter relates; however, if the matter relates to more than one Agreement, notice may be sent to Supplier's principal place of business as set forth in the preamble to this STAC). In this clause, business hours mean 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

12.7. Remedies.

Each Party acknowledges that, in the event of Supplier's breach of, Section 3.2 (Compliance with Experian's Supplier Policies), Section 8.5 (Transition Services), or Section 8.6 (Continued Performance), or either Party's breach of Section 5 (Confidentiality Obligations), the Party claiming breach by the other Party may be irreparably and immediately harmed and may not be able to be made whole by monetary damages. It is accordingly agreed that the Party claiming breach by the other Party, in addition to any other remedy to which it may be entitled, shall be entitled to seek injunctive relief and such other equitable relief as a court of competent jurisdiction may order to prevent breaches of, and to compel specific performance of, the obligations of the applicable provisions. Each Party hereby waives any requirement for the securing or posting of any bond in connection with any such remedy. Except as otherwise expressly provided in the Agreement, the rights and remedies set forth in the Agreement shall not be exclusive and are in addition to any other rights and remedies provided by Applicable Law, equity or the Agreement. Notwithstanding anything contained in the Agreement, Supplier expressly waives and disclaims any right or remedy it may have to de-install, disable or repossess any Product without due process of law.

12.8. Successors and Assigns.

STAC and the Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, representatives, successors and permitted assignees. STAC and the Agreement may not be assigned, transferred (by operation of law or otherwise), shared or divided in whole or in part by Supplier without Experian's prior written consent. Without the prior consent of Supplier, Experian may assign or transfer STAC or any Agreement or any of its rights under thereunder to any of its Affiliates or to any entity that acquires the STAC, the applicable Agreement or any rights thereunder. Experian may perform any of its obligations or exercise any of its rights under any Agreement through one or more of its Affiliates.



Agreement: UK PO Terms

12.9. Choice of Law; Venue.

This Agreement and all matters arising out of it shall be governed by, and construed in accordance with, the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English Courts.

12.10. Force Majeure.

Neither Party shall be in default or otherwise liable for any delay in or failure of its performance under the Agreement to the extent such failure or delay arises directly due to any act of God, act of war or terrorism, natural disaster, pandemic, epidemic, explosion, civil disorder, riot, strike, labor disputes, power failure, delay in transit of data, communication line failure or by the action, inaction or decrees of governmental bodies, or any other act or condition, whether foreseeable or not, beyond the reasonable control of a Party (each a "Force Majeure Event"), provided that the Party affected by the Force Majeure Event has taken all reasonable steps to prevent and avoid the Force Majeure Event. A Party experiencing a Force Majeure Event will promptly notify the other Party, will take prompt commercially reasonable steps to abate, eliminate and correct the Force Majeure Event as soon as reasonably possible and will resume performance as soon as the Force Majeure Event has abated or been corrected or eliminated. If the Force Majeure Event continues for more than ten (10) business days (or if a natural disaster occurs or a war, civil war or armed conflict breaks out or a terrorist attack occurs which is reasonably likely to prevent provision of the Services for more than five (5) days), Experian may terminate the relevant Schedule in respect of the Services affected by the Force Majeure Event or if all Services under all Schedules are affected this Agreement in whole by giving written notice, which notice will (unless Experian notifies the Supplier otherwise) be effective whether or not, at the date of its expiry, the Force Majeure Event has stopped.

12.11. Interpretation.

Any reference to a statutory provision includes a reference to any modification or re-enactment of it from time to time. The headings and pronouns contained herein are for convenience and ease of reference only and shall not affect the construction or interpretation of STAC or the Agreement. Use of the term "days" means "calendar days" unless otherwise specified. In the Agreement (except where context otherwise requires), the words "include," "includes" or "including" are to be construed as if they are immediately followed by the words "without limitation" or "but not limited to"; and any use of the singular includes the plural and vice versa. The Agreement has been prepared jointly and shall not be strictly construed against a Party. The Parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be applied in the construction or interpretation of the Agreement.

12.12. Waiver; Severability.

Either Party may waive compliance by the other Party with any covenants or conditions contained in STAC or the Agreement, but only in writing signed by the Party waiving such compliance. No such waiver, however, shall be deemed to waive any other circumstance or any other covenant or condition not expressly stated in the written waiver. The provisions of STAC and the Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of its provisions shall not affect the validity and enforceability of its other provisions. If any such provision is held to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force. In lieu of any invalid provision, a substitute provision shall apply retroactively which comes as close as legally and commercially possible to that intent which the Parties had or would have had, according to the spirit and purpose of the Agreement.

12.13. Survival.

The provisions of Sections 0 (Definitions), 2(Agreement), 5(Confidentiality Obligations), 5.3.2(Data Protection), 7 (Proprietary Rights), 8 (Term and Termination), 10 (Indemnification) and 12 (General Provisions), in addition to any other provisions of this STAC or the Agreement that would normally survive termination, shall survive termination of this STAC and/or the Agreement for any reason.

12.14. Further Assurances.

Without any additional consideration, each Party shall execute and deliver any further legal instruments and perform any acts that are or may become reasonably necessary to effectuate the purposes of the STAC and any Agreement.

12.15. Complete Agreement.



Agreement: UK PO Terms

STAC, as supplemented or amended by as contemplated herein, sets forth the entire understanding of Supplier and Experian with respect to the subject matter hereof and supersedes all prior letters of intent, agreements, covenants, arrangements, communications, representations, or warranties, whether oral or written, by any Personnel of either Party relating thereto. Each Agreement, as supplemented or amended as contemplated herein or therein, sets forth the entire understanding of the Supplier and Experian with respect to the subject matter thereof and supersedes all prior letters of intent, agreements, covenants, arrangements, communications, representations, or warranties, whether oral or written, by any Personnel of either Party relating thereto. No amendment or modification of any provision of the STAC, a Supplement or any Agreement shall be valid or binding unless it is made in writing and signed by an authorised representative of each Party