



Dated

- (1) **NORTHROW LIMITED**
(2) [Company.Name]

Terms and Conditions:

THIS MASTER SERVICES AGREEMENT is made on [Date]

BETWEEN:

- (1) **NORTHROW LIMITED** incorporated and registered in England and Wales with company number **7358038** whose registered office is at 85 Great Portland Street, First Floor, London, England, W1W 7LT (**Supplier**); and
- (2) [Company.Name] incorporated and registered in England and Wales with company number [Company.CompanyRegistrationNumber] whose registered office is at [Client.StreetAddress], [Company.Address2], [Company.City], [Company.State], [Company.Zip] (**Customer**).

BACKGROUND:

- (A) The Supplier is in the business of providing the Services.
- (B) The Customer wishes to obtain and the Supplier wishes to provide certain Services on the terms set out in this Master Services Agreement ("together with each Order Form shall constitute the **"Agreement"**").

IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Authorised Users: those employees, agents and independent contractors of the Customer who are authorised by the Customer to access and use the Services.

Applicable Laws: means any law, enactment, regulation and regulatory policy, guideline, requirement and industry code of any regulatory authority (including good practice codes) from time to time in force and applicable to any part of the Services or the Supplier or the Customer.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Commencement Date: means the date of this Agreement.

Confidential Information: means all confidential information (however recorded or preserved) disclosed by a party or its Related Parties to the other party and that party's Related Parties including but not limited to (a) the existence and terms of this Agreement; (b) any information that would be regarded as confidential by a reasonable business person relating to (i) the business, assets, customers, clients or suppliers of the disclosing party and (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party.

Customer Data: the data inputted by or on behalf of the Customer for the purpose of requesting a search or a check on a Search Subject.

Customer Personnel: officers, employees, agents, sub-contractors and other representatives of the Customer and any other persons for whom the Customer is responsible, including Authorised Users.

Customer Personal Data: has the meaning given to it in Schedule 2.

Data Provider: a third party supplier to the Supplier whose services, data, information, software or other material is supplied as part of the Services as listed in an Order Form.

Data Protection Law: means all laws relating to the privacy and processing of Personal Data which directly apply to a party, including (if and to the extent applicable) (a) the UK GDPR (as defined in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018), the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (**together, "UK Data Protection Law"**); (b) the General Data Protection Regulation ((EU) 2016/679 (**EU GDPR**); and (c) any Local Data Protection Laws; and in each case, regulations, codes of conduct or guidance issued by a Supervisory Authority in the relevant jurisdiction relating to the processing of Personal Data and privacy. The following terms have the meaning ascribed to them in the UK Data Protection Law: **Data Controller** or **Controller**, **Data Processor** or **Processor**, **Data Subject**, **Personal Data**, **Personal Data Breach**, **"processing"** (and **"process"** shall be construed accordingly), **Prior Consultation**, **Data Protection Impact Assessment**, **Special Categories of Personal Data** and **Supervisory Authority**.

Documentation: the documents made available to the Customer by the Supplier online via www.northrow.com or such other web address notified by the Supplier to the Customer from time to time, and which set out a description of the Services and the user instructions for the Services.

Fees: any combination of the Platform Fees, Transaction Fees, Support Fees and Subscription Fees, as set out in Appendix 1 of an Order Form.

Initial Term: has the meaning in clause 2.1.

Intellectual Property Rights means all intellectual property right subsisting anywhere in the world, whether in existence at the date of this Agreement or arising after the date of this Agreement including but not limited to patents, copyrights, know-how, trade secrets and database rights and any applications for the protection or registration of those rights and all renewals and extensions to them.

Local Data Protection Laws: means any applicable national or regional laws relating to the processing and privacy of Personal Data which directly apply to the Customer.

Normal Business Hours: 9.00 am to 5.30 pm local UK time, each Business Day.

Order Form: an agreement for the provision of services by the Supplier to the Customer, a template of which is at Schedule 1.



Output Data: the data or information, in whatever form, provided by the Supplier to the Customer in the course of providing the Services.

Overages: any additional checks or searches (calculated at the rate set out in Appendix 2 of an Order Form) carried out by the Supplier on behalf of the Customer which exceed the agreed number of checks and searches, as set out in Appendix 2 of an Order Form.

Permitted Purpose: the Customer's internal business operations in carrying out checks and searches for the purposes of (i) identity verification; (ii) helping preventing money laundering by identifying transactions and patterns of behaviour within individuals or businesses that seek to conceal the origins of illegally obtained money; (iii) helping prevent fraud by identifying individual consumers or businesses making fraudulent applications for credit and directly related financial services; and (iv) internal administration associated with such purposes.

Platform Fees: means the fees payable by the Customer to the Supplier for the use of the Software platform, as set out in Appendix 1 of an Order Form.

Renewal Periods: has the meaning in clause 2.1.

Search Subject: any individual (being a Data Subject for the purposes of Data Protection Law) whose personal data is supplied or made available to the Supplier by the Customer for the purposes of a check or search conducted in the provision of the Services.

Services: the services which are provided by the Supplier to the Customer, as set out in an Order Form.

Services Start Date: the date of commencement of the Services identified within the relevant Order Form.

Software: the software used by the Supplier and/or the software the Customer is given access to by the Supplier in the course of the Supplier providing the Services to the Customer.

Term: means the Initial Term together with any Renewal Period.

Subscription Fees: the subscription fees payable by the Customer to the Supplier for the User Subscriptions, as set out in Appendix 1 of an Order Form.

Supplier IP: has the meaning given to it in clause 8.1.

Support Fees: means the Supplier's standard charge for access to its specialist compliance software support team, calculated as a percentage of Transaction and Platform Fees, as set out in Appendix 1 of an Order Form.

Transaction Fees: the fees payable by the Customer in respect of any individual checking services, as set out in the Order Form.

User Subscriptions: the user subscriptions purchased by the Customer which entitle Authorised Users to access and use the Services and the Documentation in accordance with this Agreement.

VAT: value added tax or any equivalent tax chargeable in the UK or elsewhere.

Virus: any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

1.2 Clause, schedule, appendix, annex and paragraph headings shall not affect the interpretation of this Agreement.

1.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.

1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.5 Unless the context otherwise requires, words in the singular shall include the plural and the plural shall include the singular.

1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.8 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.9 A reference to writing or written includes e-mail, unless specifically stated to the contrary.

1.10 References to clauses, and schedules are to the clauses, and schedules of this Agreement; references to paragraphs and are to paragraphs and of the relevant schedule to this Agreement.

2. COMMENCEMENT AND DURATION

2.1 This Agreement shall, unless otherwise terminated as provided in clause 12, commence on the Commencement Date and shall continue for an initial period of 12 months ("**Initial Term**") and thereafter, this Agreement shall be automatically renewed for successive periods of 12 months (each a "**Renewal Period**").

2.2 The Customer may procure any of the Services by agreeing an Order Form with the Supplier (but the Supplier shall not be under any obligation to accept an Order Form).

2.3 In relation to each Order Form (unless otherwise terminated as provided in clause 12):

2.3.1 the Supplier shall provide the Services from the relevant Services Start Date until the end of the Initial Term or the then-current Renewal Period (as applicable); and

2.3.2 thereafter, the Supplier shall provide the Services during each Renewal Period.

2.4 Each Order Form shall be part of this Agreement and shall not form a separate contract to it.

3. USER SUBSCRIPTIONS

3.1 The Supplier grants to the Customer a non-exclusive, non-transferable right to permit the Authorised Users to access the Services and use the Output Data and the Documentation identified in the Order Form solely for the Permitted Purpose.

3.2 In relation to the Authorised Users, the Customer undertakes that:

3.2.1 it will not allow any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services and/or Documentation under the reassigned User Subscription;

3.2.2 each Authorised User shall keep a secure password for his use of the Services and Documentation and that each Authorised User shall keep his password confidential;

3.2.3 it will restrict access to the Services to those Authorised Users who have a need to know as part of their official duties; and

3.2.4 when an Authorised User who has had access to the Services leaves the Customer, or where access presents a security risk, the Customer must take all necessary steps to promptly terminate access of such Authorised User to the Services.

3.3 The Supplier and its Data Suppliers (as applicable) reserves the right to suspend any User Subscription or password access to the Services if at any time it reasonably considers that there is or is likely to be a breach of security or misuse of the Services, and/or to require the Customer to change any or all of the Authorised User's IDs and passwords used by its Authorised Users in connection with the Services.

4. SERVICES

4.1 The Supplier shall provide the Services to the Customer from the Services Start Date, on and subject to the terms of this Agreement.

4.2 The Supplier undertakes that the Services will be performed substantially in accordance with the relevant Order Form, Documentation and with reasonable skill and care, except that the undertaking shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Supplier's instructions, or modification or alteration of the Services by any party other than the Supplier or the Supplier's duly authorised contractors or agents.

4.3 If the Services do not conform with the undertaking at clause 4.2, the Supplier will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 4.2. Notwithstanding the foregoing, the Supplier:

4.3.1 does not warrant that the Customer's use of the Services will be uninterrupted or error-free; or

4.3.2 does not warrant that the Services will meet the Customer's requirements unless fully specified within the Order Form; and

4.3.3 is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services and/or Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

4.4 This Agreement shall encompass any and all delivery methods provided to the Customer for the Services, including, but not limited to, online, batch, XML, assisted searching, machine-to-machine searches, and any other means which may become available.

4.5 The Supplier shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for:

4.5.1 planned maintenance carried out during the maintenance window of 5.30 pm to 6.00 am UK time; and

4.5.2 unscheduled maintenance performed outside Normal Business Hours, provided that the Supplier has used reasonable endeavours to give the Customer notice in advance.

4.6 The Supplier will, as part of the Services, provide the Customer with the Supplier's standard customer support services during Normal Business Hours in accordance with the Supplier's support services policy in effect at the time that the Services are provided. The Supplier may amend the support services policy in its sole and absolute discretion from time to time.

4.7 The Supplier does not give any warranty or assurance that the Services and its means of delivering them are compatible with the Customer's software or computer configuration.

4.8 The Supplier and its Data Providers (as applicable) may monitor the Customer's and Authorised User's use of the Services including, without limitation, being entitled to copy and use all search enquiry data inputted by the Customer and Authorised Users for any purpose consistent with Applicable Laws, including for its regulatory compliance purposes and to monitor and improve the Services.

4.9 The Customer acknowledges and agrees that:

4.9.1 the Supplier may make non-material changes to part or all of any Service at its discretion; and

4.9.2 the Data Providers may make material and/or non-material changes to part or all of any Service (only in respect of the Services it provides) at its discretion, in each case, the Supplier shall notify the Customer as soon as reasonably practicable following any material and/or non-material change.

4.10 If the Supplier is prevented or delayed from performing any of the Services for any reason which is not directly attributable to the Supplier's acts or omissions (a "**Delay**") the Supplier shall:

4.10.1 not be liable for any costs, charges or losses sustained or incurred by the Customer that arise directly or indirectly from such prevention or delay; and

4.10.2 to the extent that the Supplier is delayed or prevented from providing the Services due to an act or omission of the Customer, the Supplier shall be entitled to recover any additional costs, charges or losses the Supplier sustains or incurs that arise directly or indirectly from such prevention or delay.

4.11 The rights provided under this Agreement are granted to the Customer only and shall not be considered granted to any subsidiary, affiliate, group or holding company of the Customer unless expressly specified to the contrary in an Order Form.

4.12 The Customer acknowledges and agrees that the Services provided may include (i) compiling statistical and other information related to the performance, operation and use of the Services, and (ii) using data in aggregated and/or anonymised form for security and operations management or for research and development purposes or other business purposes, provided that such information and data will not identify or serve to identify Customer or any Data Subject.

4.13 This Agreement shall not prevent the Supplier from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Agreement.

4.14 The Supplier shall make a daily back up of Customer Data. In the event of any destruction or damage to Customer Data, subject to any rights or remedies of the Customer under Schedule 2 in respect of a Personal Data Breach, the Customer's sole and exclusive remedy shall be for the Supplier to use all reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by the Supplier. The Supplier shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party.

5. DATA PROTECTION

The parties shall comply with the data protection requirements as set out in Schedule 2 to this Agreement.

6. CUSTOMER OBLIGATIONS

6.1 The Customer:

6.1.1 shall provide the Supplier with all necessary co-operation in relation to this Agreement and all necessary access to such information as may be required by the Supplier in order to provide the Services;

6.1.2 confirms that the information given by it to the Supplier is complete and true to the best of its knowledge; and it is legally entitled to hold the documents which are submitted by it;

6.1.3 shall comply with all Applicable Laws with respect to its activities under this Agreement;

6.1.4 shall carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, the Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary;

6.1.5 shall ensure that the Authorised Users use the Services (and, where applicable, the Documentation) in accordance with the terms and conditions of this Agreement and shall be responsible for any Authorised User's breach of this Agreement;

6.1.6 shall reproduce and include without altering, removing or obscuring any copyright notices and proprietary legends of the Supplier or its Data Providers as they appear in or on any reports or other output generated by using the Service;

6.1.7 shall ensure that its network and systems comply with the relevant specifications provided by the Supplier from time to time;

6.1.8 shall be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the Supplier's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet;

6.1.9 shall provide, for the Supplier, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Customer's premises, office accommodation, data and other facilities as reasonably required by the Supplier in order to provide the Services;

6.1.10 shall not interfere with or disrupt the proper operation of the Supplier or its Data Providers (as applicable) software, hardware, systems or networks, including (but not limited to) knowingly or negligently accessing, storing, distributing, reproducing or transmitting any Viruses, or any material during the course of its use of the Services that:

6.1.10.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

6.1.10.2 facilitates illegal activity;

6.1.10.3 depicts sexually explicit images;

6.1.10.4 promotes unlawful violence;

6.1.10.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability;

6.1.10.6 in a manner that is otherwise illegal or causes damage or injury to any person or property;

6.1.10.7 contains software or other material protected by Intellectual Property Rights (or by rights of confidentiality or privacy of publicity, where applicable) unless the Customer owns or controls the rights thereto or have received all necessary consents; or

6.1.10.8 falsifies the origin or source of any Output Data or other material.

and the Supplier reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.

6.1.11 except as may be allowed by any Applicable Law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this Agreement, shall not:

6.1.11.1 copy, record, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or

6.1.11.2 reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software and Services.

6.1.12 shall not use the Services other than for the Permitted Purpose;

6.1.13 shall not access the Services from Internet Protocol addresses located outside of the United Kingdom unless set out in an Order Form or authorised in writing by the Supplier;

6.1.14 shall not test the throughput, performance, latency, simultaneous transaction capacity or other performance of the Services in any way that affects the operation or performance of the Services, without the prior written consent of the Supplier;

6.1.15 except to the extent expressly permitted under this Agreement, shall not license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorised Users;

6.1.16 shall not obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause 6;

6.1.17 acknowledges that the Supplier and its licensors are subject to economic sanctions laws, including but not limited to those enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the European Union, and the United Kingdom. Accordingly, the Customer shall comply with all economic sanctions laws of the United States, the European Union, and the United Kingdom. The Customer shall not provide access to Services to any individuals identified on OFAC's list of Specially Designated Nationals ("SNote List"), the UK's HM Treasury's Consolidated List of Sanctions Targets, or the EU's Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions. The Customer shall not take any action which would place the Supplier or its licensors in a position of non-compliance with any such economic sanctions laws;

6.1.18 shall not create a database using the Output Data;

6.1.19 shall keep all Output Data accessed using the Services confidential and secure;

6.1.20 shall not gain unauthorised access to the Supplier or its Data Suppliers computer system or the computer system(s) of any other user, to which the Customer does not have access rights;

6.1.21 shall not take any action which does or may cause the Supplier or its Data Supplier's service to users to be interrupted or degraded;

6.1.22 shall use best endeavours to prevent unauthorised access to, use of, storage, destruction and control of the Services and Data, whether the same is in electronic form or hard copy, by any person or entity, including implementing and documenting appropriate policies and procedures covering the administrative, physical and technical safeguards which are measured against objective standards and controls ("Customer's Information Security Program"). Customer's Information Security Program shall: (1) account for known and reasonably anticipated threats and Customer shall monitor for new threats on an ongoing basis; and (2) meet or exceed industry best practices. Customer will promptly remediate any deficiencies identified in Customer's Information Security Program;

6.1.23 shall train all Authorised Users prior to allowing access to Services;

6.1.24 shall maintain and enforce data destruction procedures to protect the security and confidentiality of all Output Data obtained through Services as it is being disposed;

6.1.25 shall purge all Output Data received through the Services within ninety (90) days of initial receipt; provided that Customer may extend such period if and solely to the extent such information is retained thereafter in archival form to provide documentary support required for Customer's legal or regulatory compliance efforts;

6.1.26 shall not access and/or use the Services via mechanical, programmatic, robotic, scripted or other automated search means, other than through batch or machine-to-machine applications approved by the Supplier;

6.1.27 shall ensure that it is capable of receiving the Services where the same are provided utilising "secure socket layer," or such other means of secure transmission as is deemed reasonable by the Supplier;

6.1.28 shall take all commercially reasonable steps to protect their networks and computer environments, or those used to access the Services, from compromise;

6.1.29 shall on at least a quarterly basis, review a percentage of searches performed by its Authorised Users to ensure that such searches were performed for a legitimate business purpose and in compliance with all terms and conditions herein; and

6.1.30 shall take all reasonable precautions to ensure the health and safety of the Supplier's employees while on the Customer's premises.

6.2 [The Customer shall indemnify the Supplier and keep the Supplier indemnified against all claims, losses, damages, costs (including all legal fees) and expenses incurred by or awarded against the Supplier arising out of or in connection with any breach by the Customer of its obligations under clauses 6.1.5 and 6.1.10– 6.1.22.]

7. CHARGES AND PAYMENT

7.1 The Customer shall pay the Fees and any Overages to the Supplier for the Services in accordance with this clause 7 and the relevant Order Form.

7.2 Unless otherwise specified in an Order Form, the Supplier shall invoice the Customer and the Customer shall pay:

7.2.1 the Fees monthly in advance; and

7.2.2 any Overages monthly in arrears.

7.3 Unless otherwise specified in an Order Form, the Customer shall pay each undisputed invoice submitted to it by the Supplier within 30 days of the date of such invoice, to a bank account nominated in writing by the Supplier.

7.4 Without prejudice to any other right or remedy that it may have, if the Customer fails to make a payment due to the Supplier under this Agreement by the due date:

7.4.1 Subject to the Customer having been given not less than 7 days' notice of its intention to do so, the Supplier may suspend any or all of the Services while the invoice(s) concerned remain unpaid; and

7.4.2 the Customer shall pay interest on the overdue sum at the rate of 4% per annum above Lloyds Bank plc's base rate from time to time, from the due date until payment of the overdue sum, whether before or after judgment.

7.5 The Customer shall:

7.5.1 make all payments in sterling; and

7.5.2 make payment in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7.6 If Customer receives an invoice which it reasonably believes includes a sum which is not valid and properly due:

7.6.1 The Customer shall notify the Supplier in writing as soon as reasonably practicable;

7.6.2 The Customer's failure to pay the disputed Charges shall not be deemed to be a breach of this Agreement;

7.6.3 The Customer shall pay the balance of the invoice which is not in dispute by the due date for payment of the invoice;

7.6.4 once the dispute has been resolved, where either party is required to make a balancing payment, it shall do so within fourteen (14) days of the resolution and, where the Supplier is required to issue a credit note, it shall do so within such period.

7.7 All amounts and fees stated or referred to in this Agreement:

7.7.1 are exclusive of VAT, which shall be added to the Supplier's invoice(s) at the appropriate rate; and

7.7.2 are exclusive of travel, accommodation and subsistence expenses reasonably incurred by the Supplier and its sub-contractors plus an administration charge in respect of such expenses in connection with the Services.

7.8 The Supplier shall be entitled to increase the Fees and Overages:

7.8.1 to take account of any increase in costs of any Data Provider applicable to the Services which the Supplier shall be entitled to pass on to the Customer subject to having provided not less than 30 days' written notice [and the Customer having the right to terminate the Agreement if it does not agree to the proposed increase] ; and

7.8.2 at the start of each Renewal Period upon 90 days' prior written notice to the Customer and each Order Form shall be deemed to have been amended accordingly.

7.9 The Supplier reserves the right (at its sole discretion) to discontinue any discount on Fees and/or Overages that was applied during the Initial Term if the Customer is unable to agree a similar level of commitment on the relevant Fees in respect of any Renewal Period.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 The Customer acknowledges that the Supplier and/or its Data Providers or licensors own all Intellectual Property Rights in the Services, the Documentation, the Software and the Output Data (together, the **"Supplier IP"**). Except as expressly stated herein, this Agreement does not grant the Customer any rights or licences in respect of the Supplier IP.

8.2 The Supplier confirms that it has all the rights in relation to the Supplier IP that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement.

8.3 The Supplier shall indemnify the Customer against any claim that the Customer's normal use of the Software in accordance with the terms of this Agreement infringes the intellectual property rights of any third-party PROVIDED THAT:

8.3.1 the Supplier is given prompt conduct of such claim;

8.3.2 the Customer does not prejudice the Supplier's defence of such claim;

8.3.3 the Customer gives the Supplier all reasonable assistance with such claim;

8.3.4 the claim does not arise as a result of the use of the Software in combination with equipment or programs not recommended or approved in writing by the Supplier.

8.4 [The Supplier shall be fully entitled to use any skills, techniques, concepts or know-how acquired, developed or used in the course of performing the Services in any way it deems fit and any improvements to the Supplier's existing products and/or service made or developed during the course of the Services, subject to the obligations of confidentiality detailed in this Agreement.]

8.5 The Customer shall notify the Supplier immediately if it becomes aware of any breach of the Supplier's IP by any third party and the Customer shall take all such other steps as may from time to time be necessary to protect the Supplier's IP.

8.6 The Customer:

8.6.1 shall own all right, title and interest in and to all of the Customer Data (which may include Customer Personal Data), and the Customer acknowledges that the Supplier does not assume any responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data

8.6.2 grants to the Supplier and its subcontractors for the Term a non-transferable, non-exclusive, royalty free licence to use, disclose and copy the Customer Data to provide the Services; and

8.6.3 warrants that use of the Customer Data in accordance with clause 8.5.2 will not infringe any third party's Intellectual Property Rights.

8.7 The Customer shall not (and shall ensure that the Authorised Users shall not) in any manner damage or impair any of the Supplier's, the Data Supplier's and its licensors' Intellectual Property Rights. The Customer shall indemnify the Supplier and keep the Supplier indemnified against all claims, losses, damages, costs (including all legal fees) and expenses incurred by or awarded against the Supplier arising out of or in connection with any breach by the Customer of its obligations under this clause 8.6.

9. SUPPLIER USE OF CUSTOMER LOGO

9.1 Logo Usage Authorisation: The Customer hereby grants the Supplier the non-exclusive, non-transferable right to use the Customer's logo solely for the purpose of advertising and promoting the products or services provided by the Supplier to the Customer.

9.2 Limitation of Use: The Supplier shall use the Customer's logo strictly in accordance with the guidelines and restrictions provided by the Customer. The Supplier shall not alter, modify, or manipulate the Customer's logo in any way without prior written consent from the Customer.

9.3 Scope of Usage: The Customer's logo shall only be used in marketing materials, presentations, and promotional activities directly related to the products or services provided to the Customer by the Supplier. The Supplier shall not use the logo for any other purposes without the explicit written consent of the Customer.

9.4 No Transfer of Rights: The use of the Customer's logo does not imply any transfer of ownership, rights, or interest in the logo to the Supplier. All rights to the logo remain the exclusive property of the Customer.

9.5 Quality Assurance: The Supplier shall ensure that the usage of the Customer's logo is of high quality and consistent with the Customer's brand guidelines and quality standards. Any usage that might tarnish or damage the reputation of the Customer shall be immediately corrected upon notification from the Customer.

9.6 Termination of Use: In the event of the termination or expiration of the agreement between the Customer and the Supplier, the Supplier shall immediately cease all use of the Customer's logo for any purpose and return or destroy any materials containing the logo.

9.7 Indemnification: The Supplier agrees to indemnify, defend, and hold harmless the Customer from and against any claims, damages, liabilities, costs, and expenses arising out of or related to the unauthorised or improper use of the Customer's logo by the Supplier.

10. CONFIDENTIALITY

10.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Agreement. A party's Confidential Information shall not be deemed to include information that:

10.1.1 is or becomes publicly known other than through any act or omission of the receiving party;

10.1.2 was in the receiving party's lawful possession before the disclosure;

10.1.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure;

10.1.4 is independently developed by the receiving party, as can be shown by written evidence.

10.2 Each party may disclose the other party's Confidential Information:

10.2.1 to its (and in the Supplier's case, including its group companies') employees, officers, representatives, advisers and third party suppliers who need to know such information in order to enable the receiving party to perform its obligations under this Agreement ("Related Parties"). Each party shall be responsible for any breach of the confidentiality obligations set out in this clause 10 by its Related Parties; or

10.2.2 as may be required by law, by any court of competent jurisdiction or by any regulatory or administrative body. If the Receiving Party is required by law to disclose the information provided by the Disclosing Party, the Receiving Party will, to

the extent permitted by law, promptly use reasonable endeavours to reach agreement with the Disclosing Party on what information and in what form that information should be supplied prior to disclosing that information.

10.3 Each party shall hold the other's Confidential Information in confidence and, except as permitted by Clause 10.2, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this Agreement.

10.4 No party shall make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

10.5 This clause 10 shall survive termination of this Agreement, however arising.

11. LIMITATION OF LIABILITY AND INSURANCE

11.1 Except as expressly and specifically provided in this Agreement:

11.1.1 the Customer assumes sole responsibility for the use of the Output Data and/or other results obtained from using the Services or the Documentation (to the extent applicable) by the Customer, and for conclusions drawn from such use. The Supplier shall have no liability for any damage caused by errors or omissions in any Output Data, information, instructions or scripts provided to the Supplier by the Customer in connection with the Services;

11.1.2 all warranties, representations, conditions and all other terms of any kind whatsoever (including any implied by statute or common law) are, to the fullest extent permitted by Applicable Law, excluded from this Agreement; and

11.1.3 the Services and the Documentation are provided to the Customer on an "as is" basis.

11.2 Nothing in this Agreement excludes either party's liability:

11.2.1 for death or personal injury caused by the Supplier's negligence; or

11.2.2 for fraud or fraudulent misrepresentation.

11.2.3 Under the indemnities set out in clause 6.2 and/or clause 8;

11.3 Subject to clause 11.1 and clause 11.2:

11.3.1 each party shall not be liable to the other, whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for the following types of loss, (whether direct or indirect): (i) any loss of profits; (ii) loss of business; (iii) depletion of goodwill and/or similar losses; or (iv) pure economic loss; or (v) any special, indirect or consequential loss, costs, damages, charges or expenses; each however arising under this Agreement; and

11.3.2 each party's total aggregate liability to the other in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this

Agreement shall be limited to the [total Fees including any Overages paid or payable in the Initial Term or the then-current Renewal Period (as applicable)]

11.4 During this Agreement and for a period of one (1) year afterwards, the Supplier shall maintain in force insurance policies with reputable insurance companies, against all risks that would normally be insured against by a prudent business in connection with the risks associated with this Agreement including but without limitation: appropriate disaster recovery and business continuity, and data protection, to an appropriate value of at least [£5,000,000] and produce to the Customer on request full particulars of that insurance and the receipt for the then current premium.

12. DISCLAIMER

The Customer acknowledges and agrees that the Output Data is collected by the Supplier and its Data Suppliers from selected public records and other sources. Neither the Supplier nor its licensors take any steps to verify the accuracy or completeness and neither the Supplier nor its licensors make any warranty, representation of the Output Data or that it is up to date. The Output Data is therefore provided to the Customer “as is” and with no undertaking as to the accuracy, completeness of Output Data or that the Output Data is up to date.

13. TERMINATION

13.1 Either party may terminate this Agreement or any Order Form by notifying the other party of termination, in writing, at least 90 days before the end of the Initial Term or any Renewal Period, in which case this Agreement or the relevant Order Form (as the case may be) shall terminate upon the expiry of the applicable Initial Term or Renewal Period.

13.2 The parties shall not enter into any further Order Forms after the date on which notice to terminate is served under clause 13.1.

13.3 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

13.3.1 the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment

13.3.2 the other party commits a material breach of any other term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 15 days after being notified in writing to do so;

13.3.3 the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement

13.3.4 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

13.3.5 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

13.3.6 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

13.3.7 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;

13.3.8 the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;

13.3.9 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;

13.3.10 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;

13.3.11 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 13.3.4 to clause 13.3.10 (inclusive);

13.3.12 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

13.4 On termination of this Agreement or any Order Form for any reason:

13.4.1 the Customer shall cease using the Services, and all licences (including the Customer's licence to use the Software, Documentation and Output Data) granted under the relevant Order Form shall immediately terminate;

13.4.2 the Supplier shall cease providing the Services;

13.4.3 each party shall return or make no further use of any Documentation, Confidential Information and other items (and all copies of them) belonging to the other party in relation to the Services under that Order Form;

13.4.4 with the exception of Customer Personal Data, the Supplier may destroy or otherwise dispose of any of the Customer Data in its possession unless the Supplier receives in relation to the Services under that Order Form, no later than ten days after the date of the termination of the Order Form, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. The Supplier shall use reasonable commercial endeavours to deliver the back-up to the Customer within 30 days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by the Supplier in returning or disposing of such Customer Data;

13.4.5 the Supplier shall, at the choice of the Customer (i) transfer all of the Customer Personal Data processed on behalf of the Customer, under the relevant Order Form, to the Customer or (ii) delete all Customer Personal Data processed on behalf of the Customer under the relevant Order Form, unless retention is required under Applicable Laws. All costs incurred in returning Customer Personal Data in any format other than the Supplier's standard format shall be borne by the Customer; and

13.4.6 the Customer shall pay in full any Overages and subject to the remainder of this clause, the balance due of the Fees which would have been payable for the remainder of the Initial Term or Renewal Term (as the case may be) but for early termination. The Customer shall not be required to pay the balance due of the Fees where this Agreement has been terminated by the Customer in accordance with clause 13.3.

13.5 The termination of this Agreement or any Order Form shall not affect:

13.5.1 any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination; or

13.5.2 the coming into force or the continuance in force of any provision in this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.

13.6 The termination of an individual Order Form will not operate to terminate any other Order Form or this Agreement. Where an Order Form is terminated, the provisions set out in clause 13.4 shall only apply to the Order Form being terminated and shall not apply to the Agreement or any other Order Form.

13.7 On termination of this Agreement for any reason, all Order Forms shall automatically terminate.

14. AUDIT REPORTS

14.1 The Customer shall allow the Supplier and any of its professional advisers to access on reasonable notice any of the Customer's premises, personnel and relevant records (including the ability to make copies) as may be reasonably required in order to undertake verification of the Customer's compliance with this Agreement and the Customer shall give all reasonable co-operation, access and assistance in relation to each audit.

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

14.2.1 the Customer shall take all necessary steps to rectify such default and comply with its obligations;

14.2.2 the Supplier may suspend the Services or, if the breach is material, terminate this Agreement in accordance with clause 13.3.2.

14.3 The Customer shall retain such record for six (6) years after termination or expiry of this Agreement, or such longer period as may be required by Applicable Laws.

14.4 Such audit rights shall continue for six (6) years after termination of this Agreement.

14.5 The Supplier shall be able to share information relating to any audits carried out on the Customer (including information on the nature and scope of the audit and any audit findings) with its Data Providers.

15. FORCE MAJEURE

15.1 A party ("**Affected Party**") shall have no liability to the other party ("**Non-Affected Party**") under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events,

omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, default of suppliers or sub-contractors, epidemic or pandemic ("Force Majeure Event"), provided that the Non-Affected Party is notified of such an event and its expected duration.

15.2 The Affected Party shall:

- (a) as soon as reasonably practicable after the start of the Force Majeure Event but no later than five (5) days from its start, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Agreement; and
- (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

2. If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than thirty (30) days, the party not affected by the Force Majeure Event may terminate this Agreement by giving fourteen (14) days' written notice to the Affected Party. The existence of a Force Majeure Event shall not extend the term of this Agreement or the applicable SOW, except as mutually agreed by the parties in writing.

16. CONFLICT

If there is an inconsistency between any of the provisions in this Agreement and the Schedules to them, the provisions in this Agreement shall prevail. If there is any inconsistency between any of the provisions in an Order Form and this Agreement, the provisions of the Order Form shall prevail.

17. VARIATION

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

18. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

19. RIGHTS AND REMEDIES

Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

20. SEVERANCE

20.1 If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

20.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

21. ENTIRE AGREEMENT

21.1 This Agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

21.2 Each of the parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

22. ASSIGNMENT

22.1 The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

22.2 The Supplier may at any time assign, transfer, charge, all or any of its rights or obligations under this Agreement but shall not sub-contract all or any of its obligations under the Agreement unless it has the prior written consent of the Customer (such consent not to be unreasonably withheld). Any acts and/or omissions of any of the Supplier's subcontractors will be treated as acts/omissions of the Supplier.

23. NO PARTNERSHIP OR AGENCY

Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

24. ANTI-BRIBERY AND ANTI-SLAVERY

Each party shall:

24.1 comply with all Applicable Laws relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;

24.2 comply with all applicable anti-slavery and human trafficking laws, statutes, and regulations from time to time in force (including but not limited to the Modern Slavery Act 2015);

24.3 not engage in any activity, practice, or conduct that would constitute an offence under the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the United Kingdom; and

24.4 notify the other party as soon as it becomes aware of any breach, or potential breach, of this clause.



25. THIRD PARTY RIGHTS

This Agreement does not confer any rights on any person or party (other than the parties to this Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

26. NOTICES

26.1 Any notice required to be given under this Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its registered office address, or such other address as may have been notified by that party for such purposes.

26.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first Business Day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post.

26.3 A notice required to be given under this Agreement shall not be validly served if delivered by email.

27. GOVERNING LAW AND JURISDICTION

The Parties agree that this Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales, and the courts of England and Wales shall have exclusive jurisdiction.

This Agreement has been entered into on the date signed by the last signatory.

Schedule 2: Data Processing

IT IS AGREED as follows:

1. DEFINITIONS

In this Schedule 2, unless the context otherwise requires:

“Purpose” means the processing of Customer Personal Data by the Supplier on behalf of the Customer for the purposes described in Annex 1 to this Schedule 2.

Standard Contractual Clauses: means to the extent applicable (i) the European Commission’s Standard Contractual Clauses for data transfers between EU and non-EU countries, as set out in the Annex to Commission Implementing Decision (EU) 2021/914; and/or (ii) the ICO’s International Data Transfer Agreement for the transfer of personal data from the UK and/or the ICO’s International Data Transfer Addendum to EU Commission Standard Contractual Clauses and in each case, including any updates, revisions or reissued versions of them from time to time.

2. PROCESSING OF PERSONAL DATA

2.1 The Supplier shall:

2.1.1 act as a Data Controller in respect of the Personal Data of Customer Personnel. Such data will be processed by the Supplier to fulfil its obligations and exercise its rights under this Agreement; and as set out in its privacy policy, which can be accessed [here](#);

2.1.2 act as a Data Processor in respect of the Personal Data of Search Subjects that it processes on behalf of the Customer (**“Customer Personal Data”**) as set out in Annex 1 of this Schedule 2;

2.1.3 comply with such of the Data Protection Laws as apply to Data Processors at all times;

2.1.4 process the Customer Personal Data only to the extent, and in such a manner, as is necessary for the Purpose and in accordance with the Customer’s documented instructions from time to time, or as required by Applicable Laws;

2.1.5 keep a written record of the processing activities it carries out on behalf of the Customer;

2.1.6 notify the Customer without undue delay if it becomes aware of a Personal Data Breach;

2.1.7 assist the Customer, on reasonable request, with the conduct of any Data Protection Impact Assessment or Prior Consultation with Supervisory Authorities in relation to Customer Personal Data Processing carried out under this Agreement;

2.1.8 assist the Customer, as far as this is possible, with its obligations to respond to requests for the exercise of Data Subjects’ rights in respect of Customer Personal Data;

2.1.9 promptly comply with any request from the Customer requiring it to amend, transfer or delete any Customer Personal Data; and

2.1.10 comply at all times with the information security requirements in paragraph 6.

2.2 The Customer shall:

2.2.1 act as a Data Controller in respect of the Customer Personal Data it provides to the Supplier for processing as set out in Annex 1 of this Schedule 2

2.2.2 make due notification to any relevant regulatory including its use and Processing of the Customer Personal Data and comply with the Data Protection Laws at all times;

2.2.3 ensure it is not subject to any prohibition or restriction which would: (i) prevent or restrict it from disclosing or transferring the Customer Personal Data to the Supplier, as required under this Agreement; or (ii) prevent or restrict either party from Processing the Customer Personal Data as envisaged under this Agreement;

2.2.4 without limitation to paragraph 2.2.2, comply (in the collection, handling, transfer and disclosure of Customer Personal Data to the Supplier in connection with its use of the Services) with all relevant provisions of the Data Protection Laws in that jurisdiction so as to ensure that the Supplier and its subcontractors may lawfully use, process and transfer the Customer Personal Data on the Customer's behalf in accordance with the terms of this Agreement (together, "**Lawful Use**"), including:

2.2.4.1 any requirements to obtain Search Subject consent, in particular with regard to obtaining explicit consent from Search Subjects to the processing of Special Categories of Personal Data as required in connection with the Supplier's remote verify service, which captures biometric data; or

2.2.4.2 any requirement under applicable Local Data Protection Laws to ensure that the Customer obtains (for itself and on behalf of the Supplier and its sub-processors) specific consent from the Search Subject to the copying and storage of the Search Subject's identity document(s). The Customer shall ensure that the Supplier and its sub-processor for the particular aspect of the Services in question, are both named in any such form of consent obtained from the Search Subject;

If compliance with such Local Data Protection Laws would (in the Customer's reasonable opinion) require action to be taken by the Supplier or its sub-processors, then to the extent not already listed in the Order Form, the Customer shall ensure that they are notified in full to the Supplier and accepted in writing by the Supplier and its sub-processors in advance of the commencement of the Services to or for the benefit of users in the applicable jurisdiction.

2.3 The Supplier's Lawful Use of Customer Personal Data shall include, but shall not be limited to:

2.3.1 sharing the Customer Personal Data with law enforcement agencies for the purposes of providing the Services and assessing the effectiveness of the information supplied, for preventing, detecting and discovering crime, for the apprehension or prosecution of offenders, or for the recovery of stolen property;

2.3.2 sharing articles and alerts and information (in an anonymised and aggregated form) derived from checks conducted through the Supplier's fraud prevention service and information derived from alerts with other users of the Supplier's services;

2.3.3 collecting and observing characteristics and features (not including personal data) specific to particular types of documents submitted to the Services in order to improve the functionality, reliability, accuracy, and usability of the Services (as applicable); and

2.3.4 confirming the accuracy of the Customer Personal Data against government issued identification.

2.4 The Customer shall indemnify the Supplier and keep the Supplier indemnified against all claims, losses, damages, costs (including all legal fees) and expenses incurred by or awarded against the Supplier arising out of or in connection with any breach by the Customer of its obligations under paragraph 2.2.4.

3. NOTIFICATION TO THE CUSTOMER

3.1 The Supplier shall:

3.1.1 promptly notify the Customer if it receives any complaint, notice or communication from a Search Subject or Supervisory Authority which relates directly or indirectly to the processing of the Customer Personal Data under this Agreement; and

3.1.2 provide such assistance as the Customer may reasonably require, and within the timescales reasonably specified by the Customer, to enable the Customer to respond to any complaint, notice or communication described in 3.1.1.

4. COMPLIANCE

4.1 The Supplier shall, upon reasonable request, provide evidence to the Customer of the technical and organisational measures implemented by the Supplier to comply with its obligations under this Schedule and Data Protection Law including but not limited to allowing the Customer and/or its auditors to audit any relevant processes, procedures, and documentation of the Supplier (in accordance with Clause 13 of the Agreement), provided that the Supplier shall not be required to disclose to the Customer any information which is confidential or of a commercially sensitive nature.

4.2 The Supplier shall inform the Customer immediately if, in its opinion, compliance with any instruction of the Customer would infringe Data Protection Law.

4.3 If there is a change in Data Protection Law which either party reasonably considers likely to affect the Services, the parties will cooperate in good faith to ensure the performance of their respective obligations remains compliant with Data Protection Law including, to the extent necessary, amending this Agreement such that each party remains compliant with those Data Protection Laws that are applicable to it.

5. EMPLOYEE ACCESS TO PERSONAL DATA

5.1 The Supplier shall ensure that access to the Customer Personal Data is limited to those employees who need access to the Customer Personal Data to meet the Supplier's obligations under this Agreement.

5.2 The Supplier shall ensure that all its employees who have access to the Customer Personal Data under paragraph 5.1 are under an obligation of confidentiality in relation to that data.

6. INFORMATION SECURITY

6.1 The Supplier shall have in place at all times all appropriate technical and organisational measures against the unauthorised or unlawful processing of Customer Personal Data and against the accidental loss or destruction of, or damage to, Customer Personal Data, in accordance with the Data Protection Laws having regard to:

6.1.1 the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and

6.1.2 the nature of the data to be protected.

7. SUB-PROCESSING OF PERSONAL DATA

7.1 The Customer hereby provides its prior, general authorisation for the Supplier to engage any third party sub-processor in accordance with the remainder of this paragraph 7.

7.2 By entering into this Agreement:

7.2.1 the Customer has authorised the engagement and transfer of Customer Personal Data to the sub-processors listed in Annex 2 to this Schedule 2 and/or the Order Form; and

7.2.2 the Customer has authorised the engagement and transfer of Customer Personal Data to other sub-processors, subject to the Supplier giving the Controller an opportunity to object to the sub-processor in accordance with paragraph 7.3.

7.3 If the Supplier wishes to engage any sub-processor to process Customer Personal Data other than one of those set out in Annex 2 of this Schedule 2 and/or the relevant Order Form then:

7.3.1 the Supplier will, subject to sub-paragraph 7.3.3, provide notice to the Customer of its wish to make such change; and

7.3.2 the Customer shall determine, acting reasonably, whether to agree to the engagement of the proposed sub-processor and notify the Supplier of any objection within 14 days of the date of such notice

7.3.3 if the need to engage a new sub-processor arises in circumstances reasonably beyond the Supplier's control, and adherence to the timeline above will affect the continuation of the provision of the Services to the Customer under an Order Form, the Supplier will notify the Customer as soon as it becomes aware of these circumstances and seek the Customer's instructions. Some or all of the Services under the relevant Order Form may need to be suspended or reduced (without liability to the Supplier) until the Customer agrees a new sub-processor or an alternative configuration of services is agreed;

7.3.4 if the Customer does not notify the Supplier of any objection under sub-paragraphs 7.3.2 or 7.3.3 within 14 days of being notified by the Supplier, the Customer will be deemed to have approved the appointment of such sub-processor; and

7.3.5 where the Customer objects to engagement of a sub-processor under sub-paragraph 7.3.2 or 7.3.3 above, the Supplier will use reasonable efforts to make available to the Customer a change in the Services provided under the relevant Order Form that will avoid processing of Customer Personal Data by the objected-to sub-processor. If the Supplier is unable to make available such change within 30 days, the Customer may terminate such of the Services provided under the relevant Order Form, as the Supplier cannot provide without the use of the objected-to sub-processor. This termination right is the Customer's sole and exclusive remedy where the Services are suspended or discontinued in accordance with this paragraph. Where the Customer has objected to a sub-processor but accepted a change in the Services that avoids use of this sub-

processor, it has no rights to terminate any part of the Services provided under the relevant Order Form , under this paragraph.

7.4 Where the Customer authorises a sub-processor to process Customer Personal Data on behalf of the Supplier, the Supplier must ensure that it has a written agreement with the sub-processor on terms substantially equivalent to this Schedule 2.

7.5 In providing the Services, the Supplier may be required to conduct checks or verification searches of Search Subjects with organisations that are Data Controllers rather than Data Processors. Relevant organisations and the data they receive are listed in the Order Form and the Customer authorises the Supplier to disclose Search Subject data to such organisations. These organisations will not be sub-processors of the Supplier and, in some cases, may have a separate end-user agreement with the Customer in relation to their services. These organisations will have full obligations of Data Controllers in relation to the personal data of Search Subjects they receive. The Customer is responsible for ensuring that sharing of information with these agencies/organisations is included in the privacy information that it provides to Search Subjects.

8. INTERNATIONAL TRANSFERS

8.1 The Customer agrees that it shall not permit any of its Authorised Users, operations, businesses, employees, agents or representatives located outside the EEA access the Services and/or to use the Output Data unless it has entered into Standard Contractual Clauses or other appropriate safeguards in accordance with the Data Protection Law.

8.2 The Supplier may transfer Customer Personal Data outside of the European Economic Area (EEA) or the UK (as the case may be) if:

8.2.1 required to do so by Applicable Laws; and

8.2.2 it has notified the Customer of the legal requirement prior to transfer, unless such notification is prohibited for reasons of public interest.

8.3 Subject to any contrary written instruction of the Customer, the Supplier may transfer Customer Personal Data outside of the EEA or the UK (as the case may be) to its sub-processors and/or to any organisations that are Data Controllers as referenced in paragraph 7.5 above, where:

8.3.1 the transfer is to a country or sector that is the subject of an adequacy decision or regulation; or

8.3.2 there are appropriate safeguards for the transfer in place, such as, without limitation, the transfer occurring under binding corporate rules, an approved certification mechanism, code of conduct, or under Standard Contractual Clauses. For these purposes, the Customer shall promptly comply with any reasonable request of the Supplier, including any request to enter into Standard Contractual Clauses to give effect to this sub-paragraph. The Supplier shall not be required to provide the Services to the Customer (without liability to the Customer) until the Customer complies with such requests.

8.4 In the event that an existing safeguard mechanism detailed in paragraph 3 and used by the Supplier in transfers to sub-processors and/or organisations that are Data Controllers as referenced in paragraph 7.5 above, outside the EEA or UK (as the case may be), is held invalid or determined by relevant authorities as no longer adequate, the Supplier will cease relevant transfers of Customer Personal Data to affected sub-processors and/or Data Controllers and seek to facilitate the use of an alternative data transfer safeguard mechanism or reconfiguration of services that will permit the Customer to continue to benefit from the Services in compliance with applicable Data Protection Law.



8.5 If the Supplier is unable to enter into such alternative data transfer safeguard mechanism, or the reconfiguration of Services is not acceptable to the Customer, within 30 days the Customer may terminate such of the Services provided under the relevant Order Form as the Supplier cannot provide without the use of the affected mechanism. This termination right is the Customer's sole and exclusive remedy where the Services are discontinued in accordance with this paragraph. Where the Customer has been affected by the failure of a data transfer safeguard mechanism but has accepted a change in the Services that avoids use of that data transfer safeguard mechanism, it has no rights to terminate any part of the Services provided under the relevant Order Form under this paragraph.

9. SURVIVAL

9.1 This Schedule shall survive termination or expiration of this Agreement.

Annex 1

Summary of Customer Personal Data Processing

Subject matter of the processing	Searches and storage of search results in respect of the categories of Search Subjects described below
Duration	During the term of the Agreement and to deliver up to the Customer and then arrange deletion or transfer back to the Customer of any copies held by the Supplier on termination.
Nature and Purpose of the processing	<p>The Customer Personal Data described below will be processed by the Supplier to allow collection, transmission and analysis of searches and storage of search results in respect of the categories of Search Subjects described below for the purposes of providing the Services under this Agreement.</p> <p>The Services include comparison, using facial recognition technology, of Biometric Data (as defined below), which will be collected via live video footage in order to assist with verifying hard copy identity documentation.</p>
Types of Customer Personal Data processed	<p>The Customer Personal Data is expected to include:</p> <p>(a) copies of identity documents including, British Residence Permit, Visa, birth certificate, National insurance number, marriage certificate, passports, driving licences or other photographic identification documents, including photograph(s); live video footage of the Search Subject; it should be assumed that this will include special categories of personal data, and specifically biometric data used to determine the identity of Search Subjects, including facial features, voice recordings, touch location and pressure data (together, "Biometric Data"); and</p> <p>(b) name, date of birth, nationality, e-mail addresses, home addresses, office addresses, mobile phone numbers, home phone numbers, office phone numbers and bank account details.</p> <p>It may include other categories of personal data if required for the provision of the Services.</p>
Categories of Search Subjects in relation to Customer Personal Data processed	<p>(a) prospective or current individual clients of the Customer or relevant persons (such as officers, employees and/or beneficial owners) in respect of prospective or current corporate clients of the Customer; and</p> <p>(b) anybody applying for or working in a job that requires a right to work under UK legislation.</p>



Annex 2

Sub-Processing

Sub-Processor	Location of Services
ABBYY Europe GmbH	EEA (Germany)
Amazon Web Services EMEA SARL	EEA (Ireland)
Aristotle International Inc	USA
Acuris Risk Intelligence Ltd	UK
Equifax plc	UK
Experian Limited	UK
Fullcontact, Inc	USA
GB Group plc	UK
iProov Limited	UK
LexisNexis Risk Solutions	UK
Link Mobility AS	EEA (Norway)
Microsoft Ireland Operations Ltd	Dublin, Ireland
Telesign	USA
TrustID Limited/IDV Pacific	UK/Australia



Data Controllers

Creditsafe Group, including Creditsafe UK	UK
Companies House	UK
Metropolitan Police	UK



Agreed Terms

[Company.Name]

NorthRow Limited (trading as “NorthRow”)

Signatory: [Client.FirstName] [Client.LastName]
Email: [Client.Email]

Signatory: Andrew Doyle [
Email: [NorthRow Signer.Email]