

CUSTOMER SERVICES AGREEMENT:

TERMS OF BUSINESS

1. DEFINITIONS AND INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in these Terms of Business.

Authorised Users: those employees, customers, agents and independent contractors of the Customer who are authorised by the Customer to use the Services and the Documentation, as further described in clause 2.

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

Confidential Information: information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 11.5.

Customer: the person, firm or company who purchases Services from the Supplier, as named in the Order Form.

Customer Data: the data inputted by or on behalf of the Customer for the purpose of using the Services or facilitating the Customer's use of the Services which shall include data relating to Customer Personnel, and the Customer Personal Data inputted on Search Subjects.

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

Customer Personal Data: has the meaning given to it in Schedule 1.

Data Subject: has the meaning ascribed to it in Data Protection Law.

Data Protection Law: means the EU General Data Protection Regulation (EU) 2016/679, the EU Privacy & Electronic Communications Directive (2002/58/EC), any amendments and replacement legislation and applicable national laws and regulations in the UK relating to the processing of personal data and privacy.

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.

Effective Date: the date at which the Customer is given access to the live service or thirty days after the date on which the Customer signs the Order Form, whichever is the earlier.

End User Agreements: Agreements provided by third party data suppliers and where appropriate incorporated into the data and Service(s) provided by NorthRow. Appropriate End User Agreements will be provided in the Schedules and are deemed to be accepted by the Customer on acceptance of the terms of this Agreement.

Fees: the Service Fees, Transaction Fees and Subscription Fees.

Initial Subscription Term: the initial term of this Agreement as set out in the Order Form.

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

Order Form: means the order form appended to these Terms of Business, confirming details of the Customer and

the Services that the Customer wishes the Supplier to provide;

Personal Data: has the meaning ascribed to it in Data Protection Law.

Renewal Periods: has the meaning in Clause 15.1.

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

Service Fees: the fees payable by the Customer to the Supplier for the use of the software platform as set out in the Order Form.

Services: the subscription services provided by the Supplier to the Customer under this Agreement via secure.contego.com or any other website notified to the Customer by the Supplier from time to time, as more particularly described in the Documentation.

Software: the online software applications provided by the Supplier as part of the Services.

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

Subscription Term: has the meaning given in clause 15.1 (being the Initial Subscription Term together with any subsequent Renewal Periods).

Supplier: means Contego Solutions Limited (trading as "Northrow"), incorporated and registered in England and Wales with company number 7358038, whose registered office is at 30, Upper High Street, Thame, Oxfordshire, OX9 3EZ.

Terms of Business: means these terms and conditions (including any schedules to them), which when taken together with the Order Form shall constitute the agreement between the Customer and the Supplier.

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 pursuant to clause 9.1 which entitle Authorised Users to access and use the Services and (where applicable) the Documentation in accordance with this Agreement.

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 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 it is in force as at the date of this Agreement.

1.8 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this Agreement under that statute or statutory provision.

1.9 A reference to writing or written includes e-mail.

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

2. USER SUBSCRIPTIONS

2.1 Subject to the Customer purchasing the User Subscriptions in accordance with clause 3.3 and clause 9.1, the restrictions set out in this clause 2 and the other terms and conditions of this Agreement, the Supplier hereby grants to the Customer a non-exclusive, non-transferable right to permit the Authorised Users to use the Services and the Documentation during the Subscription Term solely for the Customer's internal business operations.

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

2.2.1 it will not allow or suffer any User Subscription to be used by more than one individual Authorised User. The Customer may reassign an existing User Subscription 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;

2.2.2 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;

2.2.3 it shall permit the Supplier to audit the Services in order to establish the name and password of each Authorised User. Such audit may be conducted no more than once per quarter, at the Supplier's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business;

2.2.4 if any audit referred to in clause 2.2.3 reveals that any password has been provided to any individual who is not an Authorised User, then without prejudice to the Supplier's other rights, the Customer shall promptly disable such passwords and the Supplier shall not issue any new passwords to any such individual; and

2.2.5 if any audit referred to in clause 2.2.3 reveals that the Customer has underpaid Subscription Fees to the Supplier, then without prejudice to the Supplier's other rights, the Customer shall pay to the Supplier an amount equal to such underpayment as calculated in accordance with the Customer's standard prices for the relevant service

at that time within 10 Business Days of the date of the relevant audit.

2.3 The Customer shall not access, store, distribute, reproduce or transmit any Viruses, or any material during the course of its use of the Services that:

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

2.3.2 facilitates illegal activity;

2.3.3 depicts sexually explicit images;

2.3.4 promotes unlawful violence;

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

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

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.

2.4 The Customer shall use the Services and the Documentation solely for the purpose of determining whether or not to proceed with a particular transaction and shall not use the Services or the Documentation:

2.4.1 except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties:

(a) and except to the extent expressly permitted under this Agreement, to attempt to copy, 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

(b) to attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or

2.4.2 to access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or

2.4.3 subject to clause 23.1, 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, or

2.4.4 to attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause 2.

2.5 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of becoming aware of any such unauthorised access or use, promptly notify the Supplier.

2.6 Any security keys supplied by NorthRow for the purpose of accessing the Services shall be kept securely. Security keys remain the property of NorthRow.

2.7 The rights provided under this clause 2 are granted to the Customer only and shall not be considered granted to any subsidiary or holding company of the Customer.

3. ADDITIONAL USER SUBSCRIPTIONS

3.1 Subject to clause 3.2 and clause 3.3, the Customer may, from time to time during any Subscription Term, purchase additional User Subscriptions in excess of the number set out in the Order Form and the Supplier shall grant access to the Services and the Documentation to such additional Authorised Users from the agreed date in accordance with the provisions of this Agreement.

3.2 If the Customer wishes to purchase additional User Subscriptions, the Customer shall notify the Supplier in writing. The Supplier shall evaluate such request for additional User Subscriptions and respond to the Customer with approval or rejection of the request and confirmation of the relevant fees payable for such additional User Subscriptions.

3.3 If the Supplier approves the Customer's request to purchase additional User Subscriptions, the Customer shall, within 30 days of the date of the Supplier's invoice, pay to the Supplier the relevant fees for such additional User Subscriptions.

4. SERVICES

4.1 The Supplier shall, during the Subscription Term, provide the Services and make available the Documentation to the Customer on and subject to the terms of this Agreement.

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

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

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

4.3 The Supplier will, as part of the Services and at no additional cost to the Customer, 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.

4.4 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.

4.5 The Supplier may make non-material changes to part or all of any Service at its discretion.

5. CUSTOMER DATA

5.1 The Customer shall own all right, title and interest in and to all of the Customer Data. The Supplier does not assume any responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.

5.2 The Customer Data will include Personal Data within the meaning of Data Protection Law.

5.3 The Personal Data of Search Subjects shall be processed by the Supplier in accordance with Schedule 1 to this Agreement.

5.4 The Personal Data of Customer Personnel shall be processed by the Supplier in accordance with Data

Protection Law. Such data will be processed by the Supplier to fulfil its obligations and exercise its rights under this Agreement; for the purposes of its legitimate business interests, including customer management, customer support, risk control and administration; and as required by applicable law or regulation.

5.5 The Supplier shall make a weekly back up of Customer Data. In the event of any destruction or damage to Customer Data, 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, except those third parties sub-contracted by the Supplier to perform services related to Customer Data maintenance and back-up.

6. THIRD PARTY PROVIDERS

The Customer acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. The Supplier makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Customer, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Customer and the relevant third party, and not the Supplier. The Supplier recommends that the Customer refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. The Supplier does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

7. SUPPLIER'S OBLIGATIONS

7.1 The Supplier undertakes that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.

7.2 The undertaking at clause 7.1 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. If the Services do not conform with the foregoing undertaking, 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 7.1. Notwithstanding the foregoing, the Supplier:

7.2.1 does not warrant that the Customer's use of the Services will be uninterrupted or error-free; or that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements; and

7.2.2 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 Documentation may be subject to limitations,

delays and other problems inherent in the use of such communications facilities.

7.3 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.

7.4 The Supplier warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement.

8. CUSTOMER'S OBLIGATIONS

8.1 The Customer shall:

8.1.1 provide the Supplier with:

(a) all necessary co-operation in relation to this Agreement; and

(b) all necessary access to such information as may be required by the Supplier;

in order to provide the Services, including but not limited to Customer Data, security access information and configuration services;

8.1.2 comply with all applicable laws and regulations with respect to its activities under this Agreement;

8.1.3 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;

8.1.4 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;

8.1.5 obtain and shall maintain all necessary licences, consents, and permissions necessary for the Supplier, its contractors and agents to perform their obligations under this Agreement, including without limitation the Services;

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

8.1.7 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.

9. CHARGES AND PAYMENT

9.1 The Customer shall pay the Fees to the Supplier for the User Subscriptions and the use of the Software platform in accordance with this clause 9 and the Order Form.

9.2 The Customer shall no later than the Effective Date (and promptly thereafter, whenever such details change) provide to the Supplier valid, up-to-date and complete contact and billing details and the Supplier shall invoice the Customer:

(a) on the Effective Date for the Fees payable in respect of the Initial Subscription Term;

(b) prior to the commencement of each Renewal Period the Fees payable in respect of the next Renewal Period; and

(c) thereafter in respect of any Fees in accordance with the schedule advised by the Supplier to the Customer from time to time,

and the Customer shall pay each invoice within 30 days after the date of such invoice.

9.3 If the Supplier has not received payment within 30 days after the due date, and without prejudice to any other rights and remedies of the Supplier:

9.3.1 the Supplier may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Services and the Supplier shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and

9.3.2 interest shall accrue on a daily basis on such due amounts at an annual rate equal to 4% over the then current base lending rate of Lloyds Bank plc from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.

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

9.4.1 shall be payable in pounds sterling;

9.4.2 are, subject to clause 13.4.2, non-cancellable and non-refundable;

9.4.3 are exclusive of value added tax, which shall be added to the Supplier's invoice(s) at the appropriate rate.

9.5 The Supplier shall be entitled to increase the Fees, together with any fees payable in respect of the additional User Subscriptions purchased pursuant to clause 3.3, at the start of each Renewal Period upon 90 days' prior written notice to the Customer and the Order Form shall be deemed to have been amended accordingly.

10. PROPRIETARY RIGHTS

10.1 The Customer acknowledges and agrees that the Supplier and/or its licensors own all intellectual property rights in the Services and the Documentation. Except as expressly stated herein, this Agreement does not grant the Customer any rights to, or in, patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Documentation.

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

11. CONFIDENTIALITY

11.1 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:

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

11.1.2 was in the other party's lawful possession before the disclosure;

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

11.1.4 is independently developed by the receiving party, which independent development can be shown by written evidence; or

11.1.5 is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body. If the Customer is required by law to disclose the information provided by Supplier, the Customer will promptly use reasonable endeavours to reach agreement with the Supplier on what information and in what form that information should be supplied prior to disclosing that information.

11.2 Each party shall hold the other's Confidential Information in confidence and, unless required by law, 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.

11.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.

11.4 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

11.5 The Customer acknowledges that details of the Services, and the results of any of the Services, constitute the Supplier's Confidential Information.

11.6 The Supplier acknowledges that the Customer Data is the Confidential Information of the Customer.

11.7 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.

11.8 This clause 11 shall survive termination of this Agreement, however arising.

12. INDEMNITY

12.1 The Customer shall defend, indemnify and hold harmless the Supplier against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Services and/or Documentation (including but not limited to defamation claims by third parties).

12.2 The Supplier shall defend the Customer, its officers, directors and employees against any claim that the Services or Documentation infringes any United Kingdom patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:

12.2.1 the Supplier is given prompt notice of any such claim;

12.2.2 the Customer provides reasonable co-operation to the Supplier in the defence and settlement of such claim, at the Supplier's expense; and

12.2.3 the Supplier is given sole authority to defend or settle the claim.

12.3 In the defence or settlement of any claim, the Supplier may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this Agreement on 2 Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.

12.4 In no event shall the Supplier, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:

12.4.1 a modification of the Services or Documentation by anyone other than the Supplier; or

12.4.2 the Customer's use of the Services or Documentation in a manner contrary to the instructions given to the Customer by the Supplier; or

12.4.3 the Customer's use of the Services or Documentation after notice of the alleged or actual infringement from the Supplier or any appropriate authority.

12.5 The foregoing and clause 13.4.2 states the Customer's sole and exclusive rights and remedies, and the Supplier's (including the Supplier's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

13. LIMITATION OF LIABILITY

13.1 This clause 13 sets out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer:

13.1.1 arising under or in connection with this Agreement;

13.1.2 in respect of any use made by the Customer of the Services and Documentation or any part of them; and

13.1.3 in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

13.2 Except as expressly and specifically provided in this Agreement:

13.2.1 the Customer assumes sole responsibility for results obtained from the use of the Services and the Documentation 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 information, instructions or scripts provided to the Supplier by the Customer in connection with the Services, or any actions taken by the Customer at the Supplier's direction;

13.2.2 all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement; and

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

13.3 Nothing in this Agreement excludes the liability of the Supplier:

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

13.3.2 for fraud or fraudulent misrepresentation.

13.4 Subject to clause 13.2 and clause 13.3:

13.4.1 the Supplier shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement; and

13.4.2 the Supplier's total aggregate liability in contract (including in respect of the indemnity at clause 12.2), 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 lower of £10,000 and the total Fees paid during the 12 months immediately preceding the date on which the claim arose.

14. DISCLAIMER

The Supplier is a provider of information and resources which includes information provided by third parties. The Supplier shall use reasonable endeavours to maintain its information up to date and correct. However it does not undertake any obligation to consider whether the information provided to or by it for the purpose of the Services is correct, current or either sufficient or appropriate for any particular actual circumstances, whether or not such circumstances are advised to it.

15. TERM AND TERMINATION

15.1 This Agreement shall, unless otherwise terminated as provided in this clause 15, commence on the Effective Date and shall continue for the Initial Subscription Term and, thereafter, this Agreement shall be automatically renewed for successive periods of 12 months (each a **Renewal Period**), unless

15.1.1 either party notifies the other party of termination, in writing, at least 90 days before the end of the Initial Subscription Term or any Renewal Period, in which case this Agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or

15.1.2 otherwise terminated in accordance with the provisions of this Agreement;

and the Initial Subscription Term together with any subsequent Renewal Period shall constitute the **Subscription Term**.

15.2 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:

15.2.1 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;

15.2.2 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;

15.2.3 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;

15.2.4 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;

15.2.5 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;

15.2.6 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;

15.2.7 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;

15.2.8 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;

15.2.9 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;

15.2.10 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;

15.2.11 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 15.2.4 to clause 15.2.10 (inclusive);

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

15.3 On termination of this Agreement for any reason:

15.3.1 all licences (including the Customer's licence to use the Software and Documentation) granted under this Agreement shall immediately terminate;

15.3.2 the Supplier shall cease providing the Services;

15.3.3 each party shall return and make no further use of any equipment, property, Documentation, Confidential Information and other items (and all copies of them) belonging to the other party;

15.3.4 with the exception of Personal Data (which is governed by Schedule 1), the Supplier may destroy or otherwise dispose of any of the Customer Data in its possession unless the Supplier receives, no later than ten days after the effective date of the termination of this Agreement, 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 Customer Data; and

15.3.5 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 shall not be affected or prejudiced.

16. FORCE MAJEURE

The Supplier shall have no liability to the Customer 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 or default of suppliers or sub-contractors, provided that the Customer is notified of such an event and its expected duration.

17. CONFLICT

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

18. VARIATION

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

19. 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.

20. 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.

21. SEVERANCE

21.1 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.

21.2 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.

22. ENTIRE AGREEMENT

22.1 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.

22.2 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.

23. ASSIGNMENT

23.1 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.

23.2 The Supplier may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

24. 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).

25. ANTI-BRIBERY

Each party shall comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010.

26. 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.

27. NOTICES

27.1 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, as set out in the Order Form, or such other address as may have been notified by that party for such purposes, or sent by fax to the other party's fax number as set out in this Agreement.

27.2 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. A notice sent by fax shall be deemed to have been received at the time of transmission (as shown by the timed printout obtained by the sender).

27.3 A notice required to be given under this Agreement shall not be validly served if delivered by e mail.

28. GOVERNING LAW

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.

29. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

SCHEDULE 1 DATA PROCESSING

IT IS AGREED as follows:

1. Definitions

In this Schedule 1, unless the context otherwise requires:

"Data Protection Law" means the Data Protection Act (1998), the EU Data Protection Directive (95/46/EC) and the EU Privacy & Electronic Communications Directive (2002/58/EC), any amendments and replacement legislation, including the EU General Data Protection Regulation (EU) 2016/679, and applicable national laws and regulations in the United Kingdom (including judgments of any relevant court of law) relating to the processing of personal data and privacy.

"Purpose" means the Processing of Personal Data by the Supplier for the Customer for the purposes described in Annex 1 to this Schedule.

"Regulator" means any regulator from time to time whose consent, approval or authority is required to lawfully process Personal Data in accordance with this Agreement.

The following terms have the meaning ascribed to them in Data Protection Law: **"Data Controller" or "Controller"**, **"Data Processor" or "Processor"**, **"Personal Data"**, **"Personal Data Breach"**, **"Processing"** (and "process" shall be construed accordingly), **"Prior Consultation"**, and **"Data Privacy Impact Assessment"**.

2. Processing of Personal Data

2.1 The Supplier shall:

- 2.1.1 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;
- 2.1.2 comply with such of the Data Protection Laws as apply to Data Processors at all times;
- 2.1.3 process the Customer Personal Data only to the extent, and in such a manner, as is necessary for the purposes of the provision of the Services and in accordance with the Customer's documented instructions from time to time, or as required by applicable European Union or UK law;
- 2.1.4 keep a written record of the processing activities it carries out on behalf of the Customer;
- 2.1.5 notify the Customer without undue delay if it becomes aware of a Personal Data Breach;
- 2.1.6 assist the Customer, on reasonable request, with the conduct of any Data Protection Impact Assessment or Prior Consultation with Regulators in relation to Customer Personal Data Processing carried out under this Agreement;
- 2.1.7 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.
- 2.1.8 promptly comply with any request from the Customer requiring it to amend, transfer or delete any Customer Personal Data;
- 2.1.9 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;
- 2.2.2 comply with the Data Protection Laws at all times;
- 2.2.3 without limitation to paragraph 2.2.2, not provide any Customer Personal Data to the Supplier where it has not, in the collection, handling, transfer and disclosure of the Customer Personal Data, complied with all relevant provisions of the Data Protection Laws, including any requirements for Search Subject consent, to ensure that processing of the Customer Personal Data in accordance with the terms of this Agreement is lawful.

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 Regulator which relates directly or indirectly to the processing of the Customer Personal Data under this Agreement;
- 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 relevant 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, provided that the Supplier shall not be required to disclose to the Customer any information which is confidential or of a commercially sensitive nature. Any physical inspection of premises may take place only on 10 Business Days' prior notice unless the Customer reasonably believes that the Supplier is in breach of any of its obligations under this Schedule, in which case the Customer shall not be obliged to give such notice.
- 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.

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 Supplier shall not disclose Customer Personal Data to any third party sub-processor without the prior authorisation of the Customer.
- 7.2 By entering into this Agreement:
 - (a) the Customer has authorised the disclosure and transfer of Customer Personal Data to the sub-processors listed in Annex 2 to this Schedule; and
 - (b) the Customer has authorised the disclosure by the Supplier 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 disclose the Customer Personal Data to a sub-processor other than one of those set out in Annex 2 then:

- (a) the Supplier will, subject to sub-paragraph(c), provide notice to the Customer of its wish to make such change.
 - (b) the Customer shall determine, acting reasonably, whether to agree to the disclosure of the Customer Personal Data to the proposed sub-processor and notify the Supplier of any objection within 14 days.
 - (c) If the need to disclose the Customer Personal Data to 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, 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 may need to be suspended or reduced until the Customer agrees a new sub-processor or an alternative configuration of services is agreed.
 - (d) Where the Customer objects to disclosure to a sub-processor under sub-paragraph (b) or (c) above, the Supplier will use reasonable efforts to make available to the Customer a change in the Services 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 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 clause. 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 under this clause.
- 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 no less protective than this Schedule.
- 7.5 The grant of any approval by the Customer under this paragraph in respect of the disclosure of Customer Personal Data to any sub-processor will not relieve the Supplier from any liability under this Schedule and the Supplier will remain responsible to the Customer for the sub-processor's performance of its obligations.
- 7.6 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 Annex 2. 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 Supplier will, in this respect, seek attestation from these entities as to their compliance with Data Protection Law. 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. Transfer outside the European Economic Area**
- 8.1 The Supplier may transfer Customer Personal Data outside of the European Economic Area (EEA) if:
- (a) required to do so by European Union or UK law; and
 - (b) it has notified the Customer of the legal requirement prior to transfer, unless such notification is prohibited for reasons of public interest.
- 8.2 Subject to any contrary written instruction of the Customer, the Supplier may transfer Customer Personal Data outside of the EEA to its sub-processors where:
- (a) the transfer is to a country or sector that is the subject of an adequacy decision; or
 - (b) 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 approved EU or UK standard contractual clauses.

- 8.3 In the event that an existing safeguard mechanism detailed in paragraph 8.2 and used by the Supplier in transfers to sub-processors outside the EEA, 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 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.
- 8.4 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 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 clause. 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 under this clause.
- 9. Termination**
- 9.1 The Supplier agrees that on termination of this Agreement for any reason, it shall, at the choice of the Customer:
- 9.1.1 transfer all of the Customer Personal Data processed on behalf of the Customer to the Customer; or
- 9.1.2 delete all Customer Personal Data processed on behalf of the Customer.
unless retention is required under European Union or UK law.
- 9.2 All costs incurred in returning Customer Personal Data in any format other than the Supplier's standard format shall be borne by the Customer.
- 9.3 Paragraphs 4, 7, and 9 shall survive termination or expiration of the Agreement.

Annex 1

SUMMARY OF CUSTOMER 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	The Customer Personal Data described below will be processed by the Supplier to allow 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.
Types of Customer Personal Data processed	<p>The Customer Personal Data is expected to include:</p> <p>(a) Copies of passports, driving licences or other photographic identification documents, including photograph(s) of the Search Subject; it should be assumed that this will include special categories of personal data; and</p> <p>(b) Name, date of birth, 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	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

Annex 2
SUB-PROCESSING

Sub-Processor	Location of Services
Amazon Webservices Inc	EEA
Other Sub processors depending on nature of checks being conducted	

2. DATA CONTROLLERS

SCHEDULE 2

Appropriate End User Agreements will be included here, depending on suppliers and services selected.