



## **AGREEMENT FOR THE PURCHASE OF GOODS AND SERVICES**

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

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

### Standard Terms and Conditions

- 1. Definitions.** Capitalised terms used in the Agreement shall have the meanings set out below (unless otherwise indicated).
  - 1.1 “Affiliate” shall mean and include any company which in relation to either Party is a subsidiary, holding company or subsidiary of a holding company as the terms "subsidiary" and "holding company" are defined by Section 1159 of the Companies Act 2006 (as amended).
  - 1.2 “Agreement” means these Standard Terms and Conditions, all Supplements, the applicable Schedules and any document incorporated herein or therein by reference.
  - 1.3 “Agreement Purposes” means for the purposes of the Supplier providing the Services as contemplated by this Agreement and for such other purposes as the parties may agree in writing from time to time;
  - 1.4 “Anti-Corruption Requirements” means all applicable Law relating to anti-bribery and anti-corruption including the Bribery Act 2010;
  - 1.5 “Anti-Slavery Requirements” means all applicable Law relating to anti-slavery and human trafficking including the Modern Slavery Act 2015;
  - 1.6 “Confidential Information” means, in any form: (a) all information marked confidential, restricted or proprietary by either Party; or (b) any other information that is treated as confidential by the disclosing Party and would reasonably be understood to be confidential, whether or not so marked or disclosed orally, or revealed or learned by general observation. Experian Data shall be considered Confidential Information.
  - 1.7 “Data Protection Laws” means all data protection and privacy laws enacted in England and any other applicable territories in which the Services are provided from time to time and any subordinate legislation thereof.
  - 1.8 “Data Incident” shall mean any suspected compromise, unauthorised access, disclosure, theft, or unauthorised use of Experian Data, regardless of cause, including without limitation, a breach of or intrusion into any system, or failure, malfunction, inadequacy, or error affecting any server, wherever located, or hardware or software of any system through which Experian Data resides or passes through, or in or through which Experian Data is processed.
  - 1.9 “Deliverables” means all software (including source code), software programming materials, materials, work product, processes, methods, procedures, reports, documentation, requirements documents (including newly created technical and non-technical data embodied therein), specifications, designs, flow charts, notes, outlines, and any and all other work product and intellectual property, and all intermediate and partial versions of any of the foregoing, that are developed, authored, conceived, originated, prepared or otherwise created by Supplier or Supplier Personnel in connection with this Agreement, a Supplement, a Schedule, or a purchase order.
  - 1.10 “Disabling Code” means any virus, worm, trap door, back door, timer, clock, counter or other limiting routine, instruction or design that is designed to erase data or programming or otherwise to cause any Product or Software to become inoperable or incapable of being used in the full manner for which it was designed and created
  - 1.11 “Documentation” means any documentation in any form whatsoever, including any reports, records, written designs, charts, graphics, specifications, requirements, test cases, user manuals, user guides, operations manuals, training materials, instructions, blueprints, invention disclosures, patterns, flow charts, equipment part lists, drawings or plans.

- 1.12 “Effective Date” means the date of the second signature to this Agreement.
- 1.13 “Experian Data” means any files, works, materials, information, data, and other content, in any format that is provided or made available by or on behalf of Experian, its Affiliates or Personnel. All output, copies, reproductions, improvements, modifications, adaptations, translations and other derivative works of, based on, derived from or otherwise using any Experian Data are themselves also Experian Data. For the avoidance of doubt, Experian Data includes Experian Personal Data but does not include any component of the Services or material provided by or on behalf of Supplier.
- 1.14 “Experian Personal Data” means any Personal Data supplied by or on behalf of Experian to the Supplier or accessed by the Supplier in connection with this Agreement.
- 1.15 “Experian Materials” means all Materials that are proprietary to Experian (or its third party licensors) and that are provided by Experian in connection with this Agreement, and all additions, modifications, substitutions, upgrades and/or enhancements thereto and derivative works therefrom. Experian Materials may also be Confidential Information.
- 1.16 “Experian Policies” means the: (a) policies, procedures and rules of Experian regarding safety and health and personal, professional and ethical conduct; (b) Internet, security and/or other applicable standards, policies, practices, processes, procedures and controls of Experian; and (c) additions and modifications to each of sub clauses (a) and (b). The “Code of Conduct” referred to in Clause 12.2 shall be considered Experian Policies.
- 1.17 “GDPR” means the General Data Protection Regulation, to the extent that and in the form that it is a requirement of English law from time to time.
- 1.18 “Hardware” means all telecommunications, electronic, computing, network, and office and facilities equipment, machinery, and tools. Hardware includes any Documentation provided with or related to the applicable Hardware.
- 1.19 “Intellectual Property Rights” means copyright, database rights, domain names, patents, registered and unregistered design rights, registered and unregistered trade marks and all other industrial, commercial or intellectual property rights existing in any jurisdiction in the world and all the rights to apply for the same.
- 1.20 “Law” means all legislation, regulations and other rules having equivalent force, as supplemented and/or amended from time to time .
- 1.21 “Losses” means all settlements, judgments, awards, fines, penalties, interest, liabilities, losses, costs, damages, sanctions, and expenses (including reasonable attorneys’ fees and disbursements and court costs).
- 1.22 “Materials” means Software, formulae, algorithms, methodologies, processes, procedures, designs, materials, technology, tools, and Hardware, together with all Intellectual Property Rights in or appurtenant to any of the foregoing.
- 1.23 “Personnel” means and includes a Party’s and its Affiliate’s directors, officers, employees, representatives, agents, auditors, consultants, and subcontractors.
- 1.24 “Personal Data” shall have the meaning specified in the Data Protection Laws.
- 1.25 “Products” means the Hardware, Software, and any other items or materials provided or licensed by Supplier to Experian.
- 1.26 “Purchase Order” means a transactional document that is issued by Experian or any Experian Affiliate that describes the Products and/or Services to be provided by Supplier to such Experian/Experian Affiliate.
- 1.27 “Schedule” means a mutually agreed transactional document executed pursuant to this Agreement by, on one hand, Experian or any Experian Affiliate, and, on the other hand, by Supplier, that describes the Products and/or Services to be provided by Supplier to Experian or the applicable Experian Affiliate.
- 1.28 “Services” means any professional services (including consulting or development services), cloud services, support services, maintenance services or other services to be provided by Supplier to Experian. Services include Deliverables as applicable. References to Services includes any Services (however defined, e.g., “Consulting Services” under the Services Supplement, “Services” under the Software Supplement, “Cloud Services” and “Professional Services” under the Cloud Supplement, etc.), performed / provided under a Supplement.
- 1.29 “Software” means all applications programs, operating system software, computer software languages, utilities and other computer programs (and all modifications, replacements, upgrades, enhancements, documentation, materials and media related thereto). Software includes any Documentation provided with or related to the applicable Software.
- 1.30 “Supplement” means the terms and conditions, which may be different than, or in addition to, these standard terms and conditions, specifically applicable to the provision of Products and Services by Supplier to Experian.

1.31 “Supplier Materials” means all Materials that are proprietary to Supplier or that are provided or used by Supplier in connection with the Agreement or the Services, and all additions, modifications, substitutions, upgrades and/or enhancements thereto and derivative works therefrom.

## 2. General.

2.1 Overview. This Agreement sets forth the terms and conditions that govern Supplier’s provision of Products and Services to Experian. The terms and conditions comprised in this Agreement are the only terms and conditions upon which Experian is prepared to deal with the Supplier and they shall govern the Agreement to the entire exclusion of all other terms or conditions.

2.2 In this Agreement:

- (i) any reference to a statutory provision includes a reference to any modification or re-enactment of it from time to time;
- (ii) references to clauses and schedules are to the clauses of and the Schedule to this Agreement;
- (iii) references to any gender includes any other gender and the singular includes the plural and vice versa;
- (iv) the headings are for ease of reference only and shall not affect the construction or interpretation of this Agreement;
- (v) words beginning with capital letters are intended to have the meaning given to them either in these Terms and Conditions or in the Schedule;
- (vi) where any matter is to be agreed, such agreement must be recorded in writing; and
- (vii) wherever the words “including”, “include”, “includes” or “included” are used they shall be deemed to be followed by the words “without limitation” unless the context otherwise requires.

2.3 If there is any conflict or inconsistency between the various documents forming this Agreement, the following order of precedence shall apply to the extent of any conflict or inconsistency (the first mentioned documents prevailing over the later mentioned documents):

- i. the Schedule;
- ii. these Terms and Conditions; and
- iii. the Purchase Order.

2.4 References to Supplier; Responsibility for Supplier Personnel. With regard to this Agreement, references to Supplier shall mean that at all times Supplier is responsible for causing and ensuring the compliance of Supplier Affiliates and Supplier Personnel with the terms and conditions of this Agreement. Supplier is solely responsible and liable for the supervision, direction, control, and compensation of Supplier Personnel, as well as all acts, omissions, defaults, negligence or willful misconduct thereof.

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

## 3. Provision of Products and Services.

3.1 Role of Supplements and Schedules.

- a. These Standard Terms and Conditions shall be supplemented by individual Supplements containing additional terms and conditions applicable to the provision of specific Products and/or Services to Experian. The Supplier shall provide the specific Products and/or Services to Experian in accordance with any timetable specified by Experian or set out in a Schedule.
- b. Experian may acquire and Supplier shall provide Products and Services pursuant to Schedules and also Purchase Orders. Commencement of Supplier’s performance under a Purchase Order shall constitute and shall be deemed to be Supplier’s acceptance of the applicable Purchase Order. In order to be effective, any Schedules must be in writing and must

be executed by duly authorised representatives of each Party. Each Purchase Order or Schedule shall be subject to and governed by the terms and conditions of this Agreement and any referenced Supplement(s). For administrative and billing purposes, a Schedule must be accompanied by a Purchase Order, however, for clarity, a Purchase Order does not require a Schedule. Other than this Agreement, any applicable Supplement(s) and the applicable Schedule (including any provided Purchase Order), no other Supplier-provided terms or conditions whatsoever shall be valid or of any force or effect with regard to the Products and/or Services that are the subject of the Purchase Order or Schedule.

c. Experian or the Experian Affiliate that issues a Purchase Order or executes a Schedule with Supplier shall be considered “Experian” for all purposes of the Purchase Order or Schedule, as applicable, and such Purchase Order or Schedule, as applicable, shall be considered a two-party agreement between Supplier and Experian or the Experian Affiliate.

3.2 Approval of Subcontractors. Supplier shall obtain Experian’s written consent, which Experian may withhold in its sole discretion, before entering into agreements with or otherwise engaging any third party (including Affiliates of Supplier) who may supply any part of the Services to Experian. At Experian’s request, Supplier shall provide information regarding the subcontractors’ qualifications and a listing of the subcontractors’ key personnel. Supplier shall remain directly responsible and liable to Experian for Supplier’s subcontractors and their acts, omissions, defaults, negligence or willful misconduct. Experian’s consent to the use of a subcontractor shall not relieve Supplier of any liability or obligation hereunder. Where Experian consents to the use of a subcontractor by the Supplier, the Supplier shall ensure that it enters into a written agreement with such subcontractor that contains obligations equivalent to those set out in this Agreement.

3.3 Compliance with Experian Policies. In providing the Products and/or Services, generally, and while at any Experian facilities, Supplier shall and shall cause Supplier Personnel to: (a) conduct themselves in a businesslike manner; (b) comply with Experian Policies; and (c) abide by all Laws applicable to the Experian facilities. Experian Policies concerning the facility and safety may be communicated orally to Supplier or Supplier Personnel or may be made available to Supplier or Supplier Personnel by conspicuous posting at an Experian facility, electronic posting or other means generally used by Experian to disseminate such information to its employees or contractors. Supplier shall be responsible for the promulgation and distribution of Experian Policies to Supplier Personnel to the extent necessary and appropriate. Further, Supplier agrees to abide by all Laws applicable to its performance under this Agreement and its provision of the Products or Services.

#### **4. Fees, Taxes and Payment Terms.**

4.1 Fees. Experian will pay Supplier for the Products and Services in the amounts agreed upon and set forth in the applicable Schedule or Purchase Order. Said compensation shall be the entire compensation to which Supplier shall be entitled to hereunder, and neither Supplier nor any Supplier Personnel or any other person or entity retained by Supplier shall be entitled to receive any other compensation or amounts, including reimbursements for expenses or taxes. If the Parties agree to a fee schedule covering certain Products or Services for a specified period, then such fee schedule will apply to the procurement of such Products or Services by Experian and/or any Affiliate for the period specified in such fee schedule, irrespective of and unaffected by any Supplier fee increases. Further, for purposes of calculating any metrics (including discounts) measured under this Agreement that are based on volume, quantity or other measurement factor, the total volume, quantity or other measurement factor of Experian and all Experian Affiliates shall be counted to determine whether the applicable volume, quantity or other measurement factor has been achieved.

4.2 Expenses. Supplier shall be solely responsible for and shall bear all costs and expenses incidental to the performance of Services or provision of any Products. In connection with travel approved in writing by Experian, reasonable and necessary travel and travel-related expenses actually incurred in connection with the performance of the Services shall be reimbursed pursuant to Experian Policies, including Experian’s travel policy.

#### 4.3 Taxes.

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

b. Experian shall be responsible for and shall bear all applicable sales, use, excise, personal property, and value added taxes imposed by any federal, state, provincial, or local government, or other taxing authority on the receipt of the Products or Services by Experian.

c. The Parties shall cooperate with each other to minimize any applicable taxes and, in connection therewith, the Parties shall provide each other with any relevant tax information as reasonably requested (including, without limitation, resale or exemption certificates, multi-state exemption certificates, value added tax numbers, information concerning the use of assets

and materials, and notices of assessments). Notwithstanding the foregoing, Supplier shall notify Experian within ninety (90) days of the applicable invoice if taxes were improperly invoiced, thereafter Experian shall have no obligation to remit payment to Supplier for any taxes improperly invoiced by Supplier.

- 4.4 **Invoicing.** Supplier shall invoice Experian in accordance with the applicable Schedule or Purchase Order. Experian shall be under no obligation to pay Supplier until Supplier has provided a Correct Invoice (as defined below). Payment shall be due no later than the last day of the month following the month in which it receives a Correct Invoice from the Supplier (the “Due Date”) and will be made electronically. A “Correct Invoice” shall be electronically uploaded via the iSupplier portal. Invoices can only be uploaded once a valid PO has been created against your supplier site. Invoices should be submitted in a PDF format (standard type, no password protection). For more information on how to submit invoices please refer to the Experian\_ISP\_Invoice\_po\_user\_guide attached to the confirmation registration workflow email. All invoices should include the following information: - (a) description sufficient to identify the Products and/or Services, (b) delivery or performance date, as applicable, (c) location where the Products have been delivered or the Services are being provided, as applicable, (d) price, (e) VAT total, (f) Supplier name, address and VAT registration number, (g) the purchase order number(s) against which the Products and/or Services are being supplied, (h) any discount applied, (i) sub total (Charge for the Products and/or Services excluding VAT), and (j) grand total (charge for the Products and/or Services plus VAT) (. If any invoice received does not meet these criteria, then Experian may return such invoice to Supplier for correction and the payment of such invoice will be subject to reasonable delay in processing and payment. In addition, Experian may deduct from or offset against any payment to Supplier all monies claimed in good faith to be due or becoming due to Experian from Supplier whether in connection with this Agreement or otherwise.
- 4.5 If any sum due under this Agreement is not paid by the Due Date, without prejudice to the Parties other rights under this Agreement, interest shall become payable on the overdue sum from the Due Date until payment is made in full, whether before or after judgement, at a rate of 2% above Barclays Bank base rate as set from time to time. The Supplier is not entitled to suspend any performance of the Services as a result of any sums being outstanding.
- 4.6 **Late Invoices.** In order to qualify for payment of charges or fees hereunder, Supplier must submit invoices in the month following the month in which such charges of fees became due. Experian shall not be responsible for charges or fees submitted more than one hundred twenty (120) days following the month in which such charges or fees were incurred.
- 4.7 **Disputed Invoices.** Upon notice to Supplier, Experian may withhold payments for any item(s) on Supplier’s invoice that Experian reasonably disputes. Pending settlement or resolution of the issue(s), Experian’s non-payment of these items shall not constitute default by Experian, and shall not entitle Supplier to suspend or delay its performance of Services and provision of the Products.

## **5. Confidentiality Obligations; Data Protection.**

### **5.1 Treatment of Confidential Information.**

a. During the Term and at all times the confidentiality obligations are in effect, Supplier and Experian shall not disclose, and shall strictly maintain the confidentiality of, all Confidential Information of the other Party. Experian and Supplier shall each use at least the same degree of care to safeguard and to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorised disclosure, publication, dissemination, destruction, loss, theft, or alteration of its own information (or information of its customers) of a similar nature, but not less than reasonable care.

b. The Parties may disclose Confidential Information as follows: (i) in the case of Experian, to its Affiliates, and their respective Personnel who have a need to know; and (ii) in the case of Supplier, to its Personnel only to the extent and provided that such Personnel (A) have a need to know the Confidential Information disclosed to them, (B) have been informed in writing of the confidential nature of the Confidential Information and the purpose for which it may be lawfully used and (C) are subject to the substantially similar obligations of confidentiality as set forth in this Clause 5 (Confidentiality Obligations; Data Protection). The disclosing Party hereby assumes full responsibility for the acts and omissions of any party or entity to which it discloses the other Party’s Confidential Information and shall ensure that the Confidential Information is not disclosed or used in contravention of this Agreement. Each Party’s Confidential Information shall remain the sole and exclusive property of such Party.

- 5.2 **Exclusions.** Except with regard to Personal Information (which remain at all times subject to the obligations set forth in this Clause 5 (Confidentiality Obligations; Data Protection), the obligations of confidentiality set forth in Clause 5.1 (Treatment of Confidential Information) do not apply to the extent such information: (a) is already in the public domain or becomes publicly available through no breach of this Agreement by the receiving Party; (b) that the receiving Party can document was independently developed by the receiving Party without reference to or use of the Confidential Information; or (c) is required

to be disclosed by law or by a court of competent jurisdiction or by any regulatory body, or the rules of any recognised stock exchange; provided that immediately upon receiving any such request the receiving Party promptly notifies, if so permitted, the disclosing Party in writing of such requirement to enable the disclosing Party to seek a protective order to protect the confidentiality of such information, take action to assure confidential handling of the Confidential Information, or take such other action as it deems appropriate to protect the Confidential Information.

#### Data Protection

- 5.3 Each party undertakes to the other that it will at all times pursuant to this Agreement comply with all applicable Law (including the Data Protection Laws).
- 5.4 The parties shall in addition to the general obligations under Clause 5.3 and without prejudice to any other provisions of this Agreement:
- (a) notify all relevant details of any processing of Personal Data to the Information Commissioner as set out in the Data Protection Laws and only process such Personal Data in accordance with the terms of its registration under the Data Protection Laws; and
  - (b) comply with the rights of the individuals to whom the provision of the Services relates as set out in the Data Protection Laws.
- 5.5 Where the Supplier is acting as a data processor (as defined by the Data Protection Laws) processing Experian Personal Data, it shall provide such support and information as requested by Experian from time to time to enable Experian to (a) respond to any request from a data subject to exercise any of its rights under the Data Protection Laws, (b) comply with its obligations under the Data Protection Laws and (c) to demonstrate compliance with Article 28(3) of GDPR. The Supplier shall also, in compliance with the requirements of Article 28(3) of GDPR inform Experian immediately in the event that any instructions from Experian infringes the GDPR or any other relevant data protection laws.
- 5.6 The Supplier warrants that it has in place and undertakes to maintain throughout the duration of this Agreement appropriate technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of or damage to or disclosure of Experian Personal Data.
- 5.7 The Supplier shall not process any Experian Personal Data other than as necessary for the Agreement Purposes, and shall not without the prior written consent of Experian export or process any Experian Personal Data outside the United Kingdom. For the avoidance of doubt, Experian instructs the Supplier to process Experian Personal Data for the Agreement Purposes.
- 5.8 To the extent that the Supplier engages a data processor as contemplated by Article 28(4) of GDPR then, it shall, prior to making any Experian Personal Data available to the data processor, enter into a written agreement with the data processor and ensure that such agreement imposes on the data processor, the same data protection obligations and restrictions as imposed on the Supplier by this Agreement.
- 5.9 Information security is a strategically important issue to Experian. The Supplier acknowledges that if it will handle or have access to, or is likely to handle or have access to, any data or other information of Experian (“Experian Information”) it will have been required to complete an Experian information security questionnaire (“Security Questionnaire”) as part of Experian’s supplier selection and management process. If at any time the Supplier is handling or has access to Experian Information and has not completed a Security Questionnaire, Experian shall be entitled to terminate this Agreement by notice in writing to the Supplier (provided that if this is because of any act or omission of Experian, Experian shall give the Supplier a reasonable opportunity to complete a Security Questionnaire before exercising this right).
- 5.10 The Supplier warrants to Experian that whilst this Agreement remains in force (and without prejudice to the provisions of Confidentiality under this Agreement and Clause 5.7 above) it will have and keep in place any information security measure which the Supplier has indicated to Experian (either in its response to the Security Questionnaire, or otherwise in writing) that it has or will have in place;
- 5.11 The Supplier acknowledges that in deciding whether to place business under any agreement with a supplier, and/or whether to renew or extend any such agreement, Experian will have regard to the principles and requirements of its “Supplier Security Requirements” document (“the Security Requirements”) a copy of which will either have been provided to the Supplier, or which can be made available on request.
- 5.12 At Experian’s request or, if no request is made during the continuance of the Agreement, upon completion of this Agreement, the Supplier shall (at Experian’s option) delete or return to Experian all Experian Personal Data and shall not, unless required by law, retain a copy.

- 5.13 The Supplier shall have in place and maintain appropriate processes and procedures to ensure that any data security breach involving Experian Personal Data (a “Security Incident”) is detected in a timely manner. In the event of a Security Incident, the Supplier shall notify Experian within 12 hours of becoming aware of it and provide to Experian (within such timescales as Experian requires) all support and information, necessary to enable Experian to manage the Security Incident, mitigate the impact of the Security Incident and comply with its notification obligations set out in the Data Protection Laws.
- 5.14 If, pursuant to Article 82(4) GDPR, one party (the “Paying Party”) has been held liable to pay compensation to a data subject for damage caused (in whole or part) by the other party (“Other Party”), the Paying Party shall, as envisaged under Article 82(5) GDPR, be entitled to recover from the Other Party (as a debt) any part of such compensation corresponding to damage for which the Other Party was responsible. Any limitations and exclusions of liability in this Agreement shall not apply to the Other Party’s obligation to pay any sum due to the Paying Party under this clause 5.14.
- 5.15 Following receipt of a claim (or notification of an intention to make a claim) from a data subject to which Article 82(4) GDPR may apply:
- (a) The party in receipt of the claim shall promptly notify the other party of the claim;
  - (b) Neither party shall make any admission of liability, settlement or payment in respect of such claim, other than a payment made pursuant to a court order, without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed); and
  - (c) Each party shall provide such cooperation and assistance as is reasonably required by the other party in connection with the claim.

5.16 Return/Destruction of Confidential Information.

- a. Upon any termination of this Agreement, a Schedule, or a Purchase Order, completion of the Services under the applicable Schedule or Purchase Order, or the written request of Experian, Supplier shall return or destroy, as Experian may direct in writing, all applicable Confidential Information of Experian (including all Documentation in any medium that contains or includes such Confidential Information) and all copies, summaries, abstracts, or other representations of the applicable Confidential Information, in whatever form, in its custody, possession or control. At any time upon Experian’s request, the Supplier shall provide Experian with a written confirmation of compliance with the requirements of this Clause 5.4 (Return/Destruction of Confidential Information).
- b. The Supplier shall comply with the requirements of sub clause (a) above as promptly as possible, but in any case within thirty (30) days of Experian’s request, unless otherwise agreed in writing.
- c. Notwithstanding anything to the contrary contained in this Clause 5.4 (Return/Destruction of Confidential Information), Experian may keep copies or archived computer system backups of the Supplier’s Confidential Information in accordance with record retention policies established for the purpose of compliance with applicable Laws or to the extent required for exercise of Experian’s rights under the Agreement, provided, that Experian shall continue to treat such materials as Confidential Information in accordance with the terms of this Agreement for so long as the same remain in its custody, possession or control.

**6. Intellectual Property Rights; Use of Experian Materials.**

- 6.1 Ownership of Materials. Except as otherwise provided in this Clause 6 (Intellectual Property Rights; Use of Experian Materials), in a Supplement, or in a Schedule issued pursuant hereto, Supplier has and shall retain all rights, title and interest in and to all Supplier Materials. Experian has and shall retain all rights, title and interest in and to all Experian Materials.
- 6.2 License to Supplier Materials and Third Party Materials. During the Term and following the expiration or termination of the Agreement, to the extent any Supplier Materials or any third party Materials are: (a) are supplied with, embedded or incorporated into, or made a part of any Deliverables; (b) used in or incorporated into an application program interface or other interface; or (c) necessary for the access or use of any Services, Products, and/or Deliverables, Supplier hereby grants to Experian a worldwide, non-exclusive, irrevocable, perpetual, fully paid-up license (with the right to grant sublicenses) to access, use, copy, maintain, modify, create derivative works of, perform and display any and all such Supplier Materials and third party Materials in connection with Experian’s use or enjoyment of the Services, Products, and/or Deliverables or otherwise for Experian to achieve the intended benefit of the Services, Products, and/or Deliverables so provided.
- 6.3 Use of Experian Materials. In performance of its obligation under this Agreement, Supplier may have access to Experian Materials. Nothing contained in this Agreement shall be deemed to convey to Supplier or to any other party any Intellectual Property Rights or ownership interest in or to the Experian Materials provided or made available in connection with this Agreement. Supplier shall: (a) use Experian Materials only as authorised in advance in writing for the specified purposes that Experian authorises and no other purposes whatsoever; (b) keep Experian Materials in good order and condition; (c) be

solely responsible and liable for any loss or damage to the Experian Materials while in the custody, possession or control of Supplier; and (d) immediately at any time upon Experian request (or automatically upon the termination or expiration of this Agreement or the applicable Schedule or Purchase Order for which such Experian Materials were provided), return the Experian Materials to Experian or, only if expressly directed by Experian, destroy the Experian Materials. At any time upon the Experian's request, the Supplier shall provide Experian with a written confirmation of compliance with the requirements of this Clause 6.3 (Use of Experian Materials).

- 6.4 Open Source Software. Supplier shall (a) not, without the prior written consent of Experian, use any Open Source Software in any Products or Deliverables which it is aware (or ought reasonably to be aware) will or may be incorporated within Experian's products/services or provided by Experian to third parties if the terms on which the Open Source Software is made available would require Experian to disclose code in which it owns the Intellectual Property Rights to any third party; (b) scan any Open Source Software used in any Products or Deliverables provided to Experian to detect any significant or high-risk vulnerabilities and remediate any such vulnerabilities prior to providing such Product or Deliverable to Experian; (c) at all time ensure that its use and provision of any Open Source Software to Experian is compliant with applicable licenses; and (d) upon, written request of Experian, provide Experian a list of all Open Source Software contained in Products or Deliverables.

## 7. **Term and Termination.**

### 7.1 Term.

- a. Term of Agreement. This Agreement shall commence on the Effective Date and shall remain in effect unless otherwise terminated in accordance with this Agreement ("Term").
- b. Term of Schedule. Each Schedule shall commence on the date set out in the Schedule remain in effect until the earlier to occur of: (a) termination of such Schedule by either Party in accordance with this Clause 7 (Term and Termination); (b) the end of the term specified in such Schedule; or (c) as determined by Experian, completion of all Services and the acceptance of all Products, Services and Deliverables by Experian required thereunder.

### 7.2 Termination Rights.

- a. Right to Terminate for Material Breach. Either party may terminate this Agreement immediately without liability to the other and without prejudice to its other rights at any time by giving notice in writing to the other party:
- i. if the other party is in material breach of any of the terms of this Agreement which is not capable of remedy;
  - ii. if the other party is in material breach of any of the terms of this Agreement and, where remediable, has failed to remedy that breach within 30 days of being notified in writing of it;
  - iii. if the other party enters into liquidation (apart from solvent liquidation for the purposes of amalgamation or reconstruction), is dissolved, is declared bankrupt, has a receiver, administrator or administrative receiver appointed over all or part of its assets, enters into an arrangement with its creditors, or takes or suffers any action similar to those set out above; or
  - iv. if the other party's financial position deteriorates to such an extent that in the reasonable opinion of the other party its capability to adequately fulfil its obligations hereunder has been placed in jeopardy.
- b. Experian Other Specified Termination Rights. Experian has the right to terminate this Agreement, or any applicable Schedules or Purchase Orders, effective upon the provision of written notice (unless Experian elects in its sole discretion to provide a cure period), if Supplier breaches any of the following: (i) Clause 5 (Confidentiality Obligations; Data Protection) or there has occurred a Data Incident; (ii) Clause 6.4 (Use of Experian Materials); or (iii) Clause 9.28.3 (No Violation of Laws).
- d. Experian Right to Terminate for Convenience. Experian has the right to terminate for convenience this Agreement, or any Schedule or Purchase Order effective upon the provision of ten (10) business days' written notice.

### 7.3 Impacts of Termination.

- a. In the event that this Agreement, a Schedule, or a Purchase Order is terminated for breach, the terminating Party shall, in addition to its rights of termination, be entitled to pursue all other rights and remedies at law or in equity against the terminated Party.
- b. Supplier agrees that in the event of any dispute with Experian regarding an alleged breach of this Agreement, a Schedule, or a Purchase Order, Supplier will not use any type of physical or electronic means to prevent or interfere with Experian's use of any Services, Products, and/or Deliverables.



c. No termination of this Agreement, a Schedule, or a Purchase Order shall affect any rights, obligations, or liabilities of either Party which have accrued before such termination. Unless as otherwise provided for herein, termination of any Schedule or Purchase Order hereunder shall not automatically cause the termination of any other Schedule or Purchase Order; provided, however, that in the event of a breach by Supplier of any Schedule or Purchase Order hereunder, which breach is not remedied as provided herein, Experian shall have the option of terminating any other Schedule or Purchase Order executed between the Parties where the value of such Schedule or Purchase Order to Experian has been adversely impacted or diminished by such breach.

- 7.4 **Transition Services.** In the event of any termination of this Agreement, a Schedule, or a Purchase Order, at Experian's written request, Supplier will provide reasonable transition services either directly to Experian or its designated third party to transition any work in progress or other Services that need to be continued after such termination. Such transition services shall be at no additional cost and shall include, without limitation, providing detailed instructions, list of parts, subcontractors or other elements then existing necessary to complete the work or continue use of the Services or deliverables. Supplier will reasonably cooperate with Experian and its designated third party, if any, so that the transfer of any work in progress or other Services on termination is achieved with the minimum of disruption to Experian and the Services to which the termination applies.
- 7.5 **Continued Performance.** The Parties agree to continue performing their respective obligations under this Agreement during the pendency of any dispute, unless and until the dispute is resolved or until this Agreement is terminated. In addition to the foregoing, under no circumstances shall Supplier repudiate this Agreement, in whole or part, or otherwise refuse to perform all or any portion of this Agreement, a Schedule, or a Purchase Order. Supplier expressly acknowledges and agrees that, pending resolution of any dispute, it shall not deny, withdraw, or restrict Supplier's provision of the Services to Experian under this Agreement, a Schedule, or a Purchase Order. The time frame for a Party to cure any breach of the terms of this Agreement shall not be affected by any dispute resolution procedures.

## **8. Representations and Warranties.**

- 8.1 **Performance of the Services.** Supplier represents and warrants that Supplier Personnel have the skills, resources and expertise to provide and shall provide all Services in accordance with the terms and conditions of this Agreement. Without limiting the generality of the foregoing, Supplier represents and warrants to Experian that all Services provided under this Agreement shall be provided in a timely, professional and workmanlike manner consistent with the highest industry standards of quality and integrity; provided, however, that where this Agreement specifies a particular standard or criteria for performance, this warranty is not intended to and does not diminish that standard or criteria for performance.
- 8.2 **No Violation of Intellectual Property Rights.** Supplier represents and warrants that: (a) the Supplier Materials, Services, Products, or Deliverables, and/or any component thereof, do not and shall not infringe, misappropriate or violate any Intellectual Property Right of any third party; (b) it has the right to grant the rights and licenses granted to Experian in this Agreement; and (c) Supplier is the owner of or authorized to use all Supplier Materials used or furnished by Supplier in connection with this Agreement or in providing the Services.
- 8.3 **No Violation of Laws.** Supplier represents and warrants that Supplier is not, and covenants that it shall not be, in violation of any Laws in the performance of its obligation under this Agreement, and has not failed, and shall not fail, to obtain any licenses, permits, rights, consents, franchises or governmental authorizations necessary for the provision of the Products and Deliverables, performance of the Services, the ownership of its properties, the conduct of its business, the consummation of the transactions contemplated by this Agreement, or the performance of its obligations hereunder.
- 8.4 **Legal and Corporate Authority.** Supplier represents and warrants that: (a) Supplier is qualified and registered to transact business in all locations where the performance of its obligations hereunder would require such qualification; (b) Supplier has and shall maintain all necessary rights, powers and authority, including all permits and licenses required, to enter into and perform this Agreement and to grant any and all rights or licenses granted or required to be granted by Supplier under this Agreement; (c) the execution and performance of this Agreement by Supplier shall not conflict with or violate any Law and shall not breach any agreement, covenant, court order, judgment or decree to which Supplier is a party or by which it is bound; and (d) there is no pending or threatened claim or suit that might adversely affect Supplier's ability to perform its obligations under the Agreement.
- 8.5 **Disabling Code.** Supplier represents and warrants that the Products and Software do not contain and will not receive from Supplier's data connection or any other Supplier medium a Disabling Code. In the event a Disabling Code is identified, Supplier shall take all steps necessary, at no additional cost or expense to Experian, to: (a) restore and/or reconstruct any and all Confidential Information and data lost by Experian as a result of such Disabling Code; (b) furnish to Experian new and equivalent Products and/or Software without the presence of any Disabling Code; and (c) install and implement, at no additional cost or expense to Experian, such new and equivalent Software.

## 9. Indemnification.

- 9.1 **Supplier IP Indemnity.** Supplier shall indemnify, defend and hold harmless the Experian Indemnified Parties from and against, and shall pay any and all Losses sustained or incurred by any of the Experian Indemnified Parties, based upon, relating to or arising from, any and all actual, threatened or alleged third party claims that any of the: (a) Services, Supplier Materials, Products, Deliverables, and any other Supplier services, technologies, techniques or products used by Supplier to provide the Services; and (b) the receipt or use by Experian of any of the foregoing items referenced in sub Clause (a) (collectively referred to as “Supplier Items”), infringes, misappropriates or violates any Intellectual Property Rights. If Experian’s right to use, receive or enjoy any Supplier Items, is prohibited or appears likely to be prohibited, Supplier promptly shall, at Supplier’s sole cost and expense and in such a manner as to not disturb or adversely impact Experian’s business activities and rights under this Agreement, do one of the following: (i) obtain for Experian the right to continue receiving and using such services, materials and/or items free of claims of infringement, misappropriation and violation; (ii) modify the applicable services, materials and/or items so that they no longer infringe, misappropriate or violate (provided that such modification does not degrade the performance or quality of the services, materials and/or items or adversely affect Experian’s intended use as contemplated by this Agreement); or (iii) replace the services, materials and/or items with non-infringing, non-misappropriating and non-violating functional equivalents acceptable to Experian.
- 9.2 **Procedure.** If an Experian Indemnified Party seeks indemnification under this Agreement, the Experian Indemnified Party will: (a) give prompt notice to Supplier concerning the existence of the indemnifiable event; (b) grant authority to Supplier to defend or settle any related action or claim; and (c) provide, at Supplier’s expense, such information, cooperation and assistance to Supplier as may be reasonably necessary for Supplier to defend or settle the claim or action. An Experian Indemnified Party’s failure to give prompt notice shall not constitute a waiver of the Experian Indemnified Party’s right to indemnification and shall affect Supplier’s indemnification obligations only to the extent that Supplier’s rights are materially prejudiced by such failure or delay. Notwithstanding anything to the contrary set forth herein: (y) an Experian Indemnified Party may participate, at its own expense, in any defense and settlement directly or through counsel of its choice; and (z) Supplier will not enter into any settlement agreement without Experian’s prior written consent unless such settlement provides Experian with a complete release without imposing any additional costs or obligations and does not require admission of guilt or liability by the indemnified Party.

## 10. Insurance.

- 10.1 Supplier shall, at all times during the term of this Agreement, maintain at Supplier’s cost and expense: (a) public/products liability policy , with a limit of not less than £1,000,000 each occurrence, which includes an indemnity to principals clause; (b) business automobile liability insurance, with a limit of not less than £1,000,000 , applicable to all owned, non-owned, and hired vehicles; (c) professional liability insurance (including privacy and cyber liability insurance) with a limit of not less than £1,000,000 for each occurrence, provided however, if the Services involve any of Experian’s credit or production systems or applications, the limit required for each occurrence shall be no less than £5,000,000; (d) employee dishonesty (fidelity) insurance with a limit of not less than £1,000,000 each occurrence; and (e) employers liability with a limit of £10,000,000.
- 10.2 Supplier’s policies shall cover persons and entities for whose acts Supplier may be liable, activities performed hereunder, the Products and Services provided hereunder and all contractual obligations undertaken by Supplier in this Agreement. Experian shall have the right to terminate this Agreement for material breach if Supplier fails to maintain the required insurance types and levels. Where an umbrella liability policy is used in part to provide the limit required herein, the umbrella policy shall be at least as broad as the underlying policy.
- 10.3 Supplier shall provide to Experian proof of insurance signed by an authorised agent or employee of the insurance company, evidencing insurance as required herein, upon execution of this Agreement at Experian Limited, The Sir John Peace Building, NG2 Business Park, Nottingham, NG80 1ZZ, attention Global Sourcing. Supplier shall notify Experian at least thirty (30) days prior to a material change in or cancellation or non-renewal of any insurance required under this agreement. All insurance provided by the Supplier shall be primary and shall not contribute with other insurance maintained by Experian.
- 10.4 By requiring insurance herein, Experian does not represent that coverage and limits will necessarily be adequate to protect the Supplier and such coverage and limits are not and shall not be deemed as a limitation on Suppliers liability. If there is a deductible or self-insured retention on any of the required insurance coverage, Supplier shall bear and be solely responsible for payment of the deductible or self-insured retention for all claims,
- 10.5 All the insurance required herein shall provide that Supplier and its insurer have waived all rights of recovery and subrogation against Experian and its Affiliates, and the stockholders or partners, directors, officers, employees and agents of all of them. Where a specific endorsement or agreement by the insurer is required to effect a waiver of subrogation against all Parties stated herein, Supplier shall secure such agreement to waive subrogation in writing.

- 11. Business Continuity Plan.** Supplier will implement and maintain a Business Continuity program that includes documented recovery strategies, plans and procedures, to ensure the Supplier can continue to deliver its products and services to Experian within the contractual recovery time objective. Supplier must notify Experian in any case of invoking Business Continuity plans for products and services provided to Experian within twenty-four (24) hours of activation. Supplier will test its business continuity plan as often as required to reasonably ensure a successful recovery within the committed recovery time objective in the event an actual recovery is required, but no less than once every twelve (12) month period. Experian reserves the right to directly participate in the recovery tests as well as to audit the plans and test results on a regular basis.
- 12. Supplier Obligations.**
- 12.1 **Background Screening.** All Supplier Personnel who will: (a) have access to an Experian network; (b) have access to, or the capability to view or use Experian Data; or (c) be on Experian premises for more than one day and issued an access badge (for clarity, individuals who are issued visitor badges and are escorted onsite by an Experian staff member for the entirety of their visit do not fall under this criterion) must pass a criminal background check and general background investigation. The scope and criteria of the required criminal and general background screenings shall, at minimum, be consistent with Experian Policies, including Experian's Background Screening Criteria, a copy of which Experian shall provide upon request.
- 12.2 **Anti-Corruption, Anti-Slavery and Regulatory Requirements.**
- 12.2.1 Each party will cooperate and share information with the other as reasonably necessary from time to time (including in circumstances where the parties may individually or collectively have caused detriment to end consumers) to ensure that both parties discharge their regulatory obligations, and in order to help achieve positive consumer outcomes.
- 12.2.2 Each of the parties shall in connection with this Agreement:
- a) comply with the Anti-Corruption Requirements and the Anti-Slavery Requirements;
  - b) not engage in any activity, practice or conduct which would constitute either a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017, a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017.
- 12.2.3 Each party shall have and shall maintain in place throughout the Term its own policies and procedures to ensure compliance with Clause 12.2, including adequate procedures under the Bribery Act 2010, and will enforce them where appropriate.
- 12.2.4 Each party shall promptly report to the other:
- a) any request or demand for any undue financial or other advantage of any kind received in connection with this Agreement;
  - b) any slavery or human trafficking in a supply chain which has a connection with this Agreement;
  - c) any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017, in connection with the performance of this Agreement.
- 12.2.5 The Supplier warrants, represents and undertakes that it has the ability, capacity and any authorisation required by law to perform the Services reliably and professionally.
- 12.2.6 The Supplier shall properly supervise the carrying out of the Services by its employees, agents and approved subcontractors and shall adequately manage the risks associated with the provision of the Services;
- 12.2.7 The Supplier shall promptly notify Experian if it becomes aware of anything which may impact its ability to carry out the Services in accordance with this Agreement or in compliance with applicable laws and regulatory requirements.
- 12.2.8 The Supplier shall co-operate with any relevant regulatory authority in connection with the provision of the Services. To the extent the Supplier is required to deal with or any relevant regulatory authority in connection with the Services, it shall do so in an open and cooperative manner.
- 12.2.9 The Supplier shall provide to Experian such information and assistance as Experian reasonably requires in order to (i) fulfil its legal and regulatory obligations; and (ii) enable Experian to assess the impact of the Services on its systems and controls.
- 12.2.10 The Supplier shall co-operate with Experian in all matters relating to the **Services**, and comply with all instructions of the Supplier.

- 13. Publicity.** Supplier shall not publicly disclose, including in any advertising or marketing materials or any press release or statement: (a) the existence or terms of this Agreement, Supplement, Schedule, or Purchase Order or (b) the existence of any Products and/or Services provided hereunder without prior written consent from Experian's Chief Procurement Officer, which may be withheld in Experian's sole discretion. Experian shall have the right to use Supplier's logo for internal marketing purposes.
- 14. General Provisions**
- 14.1 Non-exclusive; No Minimum or Maximum. This Agreement shall not be construed as an exclusive contract. Experian may fulfill its requirements from the supplier(s) of its choice and Experian is not required to purchase any minimum or maximum amount of Services or Deliverables
- 14.2 Third Party Rights. Other than expressly stated within this Agreement in respect of Experian Affiliates, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 14.3 Relationship of the Parties. Supplier is an independent contractor and is not an employee, agent, partner, joint venture, or legal representative of Experian. Nothing in this Agreement is intended to, or shall, operate to create a partnership or joint venture of any kind between Supplier and Experian, nor authorise either Party to act as agent for the other. Neither Party has the authority to act in the name or on behalf of, or otherwise bind, the other Party in any way.
- 14.4 Notices. Any notices to be sent by one party to the other in connection with this Agreement except for the service of Court proceedings shall be in writing and shall be delivered personally or sent by special delivery post (or equivalent service offered by the postal service from time to time) to the addresses of each party as set out on the first page to this Agreement or as otherwise notified in accordance with the provisions of this Clause.
- 14.5 Notices shall be deemed to have been duly given as follows:
- a. If delivered personally, upon delivery; or
  - b. If sent by post, two clear days after the date of posting.
- 14.6 Remedies. Each Party acknowledges that, in the event of a Supplier breach of Clause 3.3 (Compliance with Experian Policies), either Party's breach of Clause 5 (Confidentiality Obligations; Data Protection), Supplier's breach of Clause 7.5 (Continued Performance), or Supplier's breach of Clause 12 (Supplier Obligations), the Party claiming breach by the other Party may be irreparably and immediately harmed and may not be able to be made whole by monetary damages. It is accordingly agreed that the Party claiming breach by the other Party, in addition to any other remedy to which it may be entitled, shall be entitled to seek injunctive relief and such other equitable relief as a court of competent jurisdiction may order to prevent breaches of, and to compel specific performance of, the obligations of the applicable provisions.
- 14.7 Successors and Assigns. This Agreement will be binding upon and will inure to the benefit of the Parties hereto and their respective heirs, representatives, successors and permitted assignees. This Agreement may not be assigned, transferred, shared or divided in whole or in part by Supplier without Experian's prior written consent. Experian may assign, transfer, sub-license or deal in any other manner with this Agreement or any of its rights under it to its Affiliates or subsequent owner without the prior written consent of Supplier.
- 14.8 Governing Law and Jurisdiction. This Agreement and all matters arising out of it shall be governed by, and construed in accordance with, the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English Courts..
- 14.9 Complete Agreement. This Agreement, as supplemented by any Supplements, Schedules or purchase orders, sets forth the entire understanding of Supplier and Experian with respect to the subject matter hereof and supersedes all prior letters of intent, agreements, covenants, arrangements, communications, representations, or warranties, whether oral or written, by any Personnel of either party relating thereto. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.
- 14.10 Amendments. This Agreement may only be amended in writing signed by authorised representatives of both parties.
- 14.11 Waiver. Either Party may waive compliance by the other Party with any covenants or conditions contained in this Agreement, Supplement or Schedule, but only in writing signed by the party waiving such compliance. No such waiver, however, shall be deemed to waive any other circumstance or any other covenant or condition not expressly named in the written waiver.
- 14.12 Severability. To the fullest extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable Law. If any provision of this Agreement is finally determined to be invalid or unenforceable such provision shall be deemed to be severed from this Agreement and every other provision of this Agreement shall remain in full force and effect.

- 14.13 Audits. During the Term of this Agreement and for seven (7) years following the expiration or termination of this Agreement, Experian (and any regulators of Experian) shall have the right to conduct audits and inspections to ensure compliance with the terms of this Agreement, to: (a) examine and verify the integrity of the Supplier systems that process, store, support and transmit Experian Confidential Information; (b) examine the internal controls (e.g., information technology, human resources, finance and accounting, procurement, organisational controls, input/output controls, system modification controls, processing controls, system design controls and access controls) and the security, disaster recovery, business continuity and back-up practices and procedures; (c) verify the accuracy and completeness of fees, costs and expenses charged to Experian; (d) examine the financial controls, processes and procedures utilised by Supplier; (e) examine and verify Supplier's performance of the Services; and (f) enable Experian to meet applicable legal, regulatory and contractual requirements (including, without limitation, the FCA and GDPR), in each case to the extent applicable to the Services. Supplier will provide Experian or obtain for Experian access to such properties, records and personnel as Experian may reasonably require for the foregoing purpose. In connection with such audits, Experian shall provide reasonable notice to Supplier and shall keep, and require that its designated agent agrees to keep, Supplier's Confidential Information in confidence. In addition, at any time, upon Experian's request, Supplier will provide a completed audited statement of the financial condition of Supplier's organisation, including: (y) audited year-end results for the three (3) previous years, including revenues, expenses, net income, total assets, liabilities and footnotes; and (z) the most recent financial interim statement.
- 14.14 Counterparts. Either the originals or copies, including facsimile transmissions, of this Agreement, may be executed as counterparts, each of which is deemed an original and all of which constitute one and the same agreement. The signatures of all of the Parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or other electronic means is as effective as executing and delivering this Agreement in the presence of the other Party to this Agreement.
- 14.15 Survival. The provisions of Clauses 1, 2, 5, 6, 7.3, 7.4, 9, and 14, in addition to any other provisions of this Agreement or any Schedule that would normally survive termination, shall survive termination of this Agreement for any reason.
- 14.16 Authority to Sign. Each Party represents that (a) the person signing this Agreement (including Supplements) or any Schedule has all right, power and authority to sign this Agreement or any Schedule on behalf of such party; and (b) the person executing this Agreement (including Supplements) on its behalf has the full right and authority to fully commit and bind Supplier; and (c) this Agreement and each Schedule constitutes the valid and binding obligation of Supplier, enforceable in accordance with its terms.