



EXPERIAN
DATA PURCHASE ORDER TERMS AND CONDITIONS – UK&I

These Data Purchase Order Terms and Conditions (the "PO Terms") are between Experian Limited, with a place of business located at The Sir John Peace Building, NG2 Business Park, Experian Way, Nottingham, NG80 1ZZ, 00653331 ("Experian"), and the entity identified in the purchase order (the "Supplier"). Supplier has agreed to be bound by these PO Terms for the provision of Products and is effective as of the date on which the purchase order is issued by Experian to Supplier ("PO Terms Effective Date"). Collectively, these PO Terms and the Purchase Order are herein referred to as the "Agreement". Experian and Supplier may each sometimes be 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 HEREUNDER SHALL BE DEEMED TO BE SUPPLIER'S ACCEPTANCE OF THE APPLICABLE PURCHASE ORDER AND ALL OTHER TERMS AND CONDITIONS COMPRISING THE AGREEMENT.

1. Definitions.

"Agreement Purposes" means for the purposes of the Supplier providing the Data as contemplated by this Agreement and for such other purposes as the parties may agree in writing from time to time.

"Affiliate" means any entity, that now or in the future, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a Party. For purposes of the foregoing, "control" means the ownership or power to direct the management, directly or indirectly, of fifty percent (50%) or more of the voting securities or power or equity securities.

"Applicable Law" means all legislation, regulations and other rules having equivalent force, as supplemented and/or amended from time to time, including all applicable Data Protection Laws.

"Confidential Information" means any and all information in any form (a) marked confidential, restricted or proprietary or similar legend; or (b) given the nature of the information or the circumstances surrounding its disclosure would be understood to be confidential by a reasonable person whether such information is disclosed orally, in writing or electronically or revealed or learned by general observation. Supplier agrees that the PO and the PO Terms, and all Experian Data and Materials are and shall remain the Confidential Information of Experian.

"Data Protection Laws" means all data protection and privacy laws enacted in England from time to time and any subordinate legislation thereof.

"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.

"Consumer Duty" means the requirements as set out in Principle 12 and PRIN 2A of the Principles for Business section of the Financial Conduct Authority (FCA) Handbook and any related rules or guidance issued by the FCA relating to the delivery of good customer outcomes for retail customers.

"Experian" means Experian and/or one or more of its Affiliates, as may be applicable.

"Experian Data" means any electronic data and content, including Personal Information, of Experian, that (i) is provided or made available by or on behalf of Experian or its Affiliates to Supplier under the Purchase Order for the purposes of performing thereunder or otherwise collected, generated, or received by Supplier in connection with the Agreement; or (b) results or arises from access or use of the same by or on behalf of Experian or its Affiliates, including any end user profile, visit, session, impression, click through or click stream data and any statistical or other analysis, information or data based on or derived from any of the foregoing. All output, copies, reproductions, improvements, modifications, adaptations, reports, translations and other derivative works of, based on, derived from or otherwise created using any Experian Data are themselves also Experian Data. For the avoidance of doubt, Experian Data includes Personal Information but does not include any component of the Material provided by or on behalf of Supplier.

"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.

"Experian Policies" means policies, procedures and rules of Experian regarding (a) safety and health; (b) personal, professional and ethical conduct; and (c) Internet and security. Experian Policies shall include the Experian Security Requirements, Background Screening Criteria ("Screenings"), Experian's Code of Business Conduct, Supplier Diversity Reporting and Travel Policy for Suppliers all of which Experian currently posts at www.experian.com/corporate/suppliers.html, which may be modified by Experian from time to time.

"GDPR" means the General Data Protection Regulation 2016/679, to the extent that and in the form that it is a requirement of English law" from time to time.

"Intellectual Property Rights" means all intellectual property rights throughout the world (whether arising by statute, common law or other applicable law), including all copyrights, copyright registrations and applications, trademark and service mark rights (including trade dress), trademark registrations and applications, service mark registrations and applications, patent rights (including the right to apply therefor), patent applications therefor (including the right to claim priority under applicable international conventions and all applications for, and all extensions, divisions and reissuances of any of the foregoing) and all patents issuing thereon, and inventions whether or not patentable, together with all utility and design thereof, trade names, shop rights, mask-work rights, trade secrets, trade dress, moral rights, author's rights, goodwill and other intellectual property rights (including rights to bring claims and causes of action), as may exist now or hereafter come into existence, and all renewals and extensions thereof, regardless of whether any of such rights arise under applicable laws.



"Licensed Data" means all any data that Supplier or Supplier's designee supplies to Experian pursuant to the Agreement.

"Losses" means all claims, settlements, judgments, awards, fines, penalties, interest, liabilities, demands, losses, costs, damages, sanctions, and expenses (including reasonable attorneys' fees and other professionals' fees, disbursements and court costs and other remedies applicable or imposed).

"Malicious Code" means any code which is designed to harm or otherwise disrupt in any unauthorized manner any Experian computer program or systems or destroy or damage Experian data.

"Personal Data" shall have the meaning specified in the Data Protection Laws.

"Personal Information" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, or as otherwise specified in Applicable Privacy Law. "Personal Information" may exclude public record information and information that is deidentified, aggregated, or otherwise exempt under Applicable Privacy Laws.

"Personnel" means a Party's and its Affiliates' directors, officers, employees, representatives, agents, auditors, consultants, and Subcontractors.

"Products" means any tangible goods, items or materials including, without limitation, electronic, computing, network, and office and facilities equipment, machinery, and tools and any other such items to be purchased or licensed pursuant to the Purchase Order.

"Processing" means any operation or set of operations which is performed upon data or information (including Experian Data or Personal Information), whether or not by automatic means, such as collection, access, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.

"Record" means an individual data set within in the Licensed Data containing the data elements as agreed in the applicable Schedule.

"Subcontractor" means a third party or Affiliate of Supplier that may perform or provide, or actually performs or provides, the Service (or any portion thereof) on behalf of Supplier.

2. Delivery; Acceptance; Grant of License; Processing

2.1. Delivery. Supplier shall

- (a) provide the Licensed Data to Experian in accordance with the delivery method, frequency and the service level (if any) as set forth in the applicable Schedule; and
- (b) ensure that the Licensed Data complies with the format set forth in the Schedule ("Agreed Format");
- (c) use recognised commercially available software and techniques to ensure that the Licensed Data has been screened for any Malicious Code and further undertakes to promptly notify Experian and eradicate any Malicious Code detected in the Licensed Data or the means of delivering the Licensed data to Experian.

2.2. Acceptance. Experian shall have the right to test and evaluate the Licensed Data for conformity with the Agreement and for accuracy, completeness, and suitability to Experian's intended uses (including, but not limited to, any requirements outlined in the Schedule), which may include matching a Record with the counterpart data within one or more Experian databases. If at any time during the Term of a Schedule, the volume or quality of the Licensed Data is materially diminished, as determined in Experian's sole discretion, such shall be deemed a material breach and Experian may terminate such Schedule in accordance with Clause 6.2(a).

2.3. License Grant. Supplier hereby grants to Experian and its Affiliates a perpetual, non-exclusive, transferable, worldwide right and license to

- (i) install, use, test, display, copy and process the Licensed Data internally.
- (ii) integrate the Licensed Data into or incorporate it with an Experian product or service and
- (iii) market, sublicense and distribute the Licensed Data to end users on a standalone basis or incorporated into an Experian product or service directly or through its reseller channels for distribution of the Licensed Data by such third-party resellers in accordance with and subject to the terms and conditions of the Agreement.

2.4. In addition, Experian and its Affiliates may use the Licensed Data for all lawful purposes, including research and analytical purposes, and to develop, maintain, distribute and provide Experian's current and future information products in the ordinary course of its business, including but not limited to:

- (a) data enhancement services;
- (b) list rental; and
- (c) population of Experian indicators or models.
- (d) Experian marketing purposes

2.5. Business Continuity Plan. Supplier shall implement and maintain a business continuity program that includes documented recovery strategies, plans and procedures (a "Plan"), to ensure the Supplier can continue to deliver its Services to Experian. Experian reserves the right to audit the test summary results and the Plan no more than once annually upon written request.

3. Fees; Taxes.

3.1. Fees. Experian will pay Supplier for the Licensed Data in the amounts agreed upon and set forth in the applicable Schedule. Said fees shall be the entire compensation to which Supplier shall be entitled hereunder.

3.2. Taxes. 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.

3.3. 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" means an invoice that: (i) is submitted electronically by Supplier to Experian at APInvoicesUK@Experian.com; (ii) attached files are either PDF or TIFF file format only and not embedded into the email, email includes no more than 10 attached pdf's, file size does not exceed 10 MB, file name contains only letters, numbers and spaces, no special characters; (iii) contains the following:-

- (a) a pre-printed (not handwritten) Purchase Order number,
- (b) an alphanumeric file name (cannot contain any special characters), location where the Products have been delivered or the Services are being provided, as applicable,
- (c) a unique invoice number,
- (d) a description sufficient to identify the Product provided and Services performed and any receipts for approved reimbursable expenses;
- (iv) states the correct invoiced amount; and
- (iv) includes any other information reasonably requested by Experian. If an invoice received does not meet the above-listed criteria, then Experian may return such invoice to Supplier for correction and the payment of such invoice shall be subject to reasonable delay in processing and payment. the purchase order number(s) against which the Products and/or Services are being supplied,

3.4. 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.

4. Confidentiality Obligations.

4.1. Treatment of Confidential Information.

4.1.1. Each of Supplier and Experian (each referred to as "Recipient" as the context so requires) shall not access, use or disclose the Confidential Information of the other Party (each referred to as "Discloser" as the context so requires) except as expressly permitted by the Agreement, and shall strictly maintain the secrecy and confidentiality of, all Confidential Information of the Discloser. Recipient shall use at least the same degree of care to safeguard and to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized 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.

4.1.2. Recipient may disclose Discloser's Confidential Information to its Personnel only to the extent and provided that such Personnel (i) have a need to know the Confidential Information disclosed to them, (ii) have been informed in writing of the confidential nature of the Confidential Information and the purpose for which it may be lawfully used, and (iii) are subject to the substantially similar obligations of confidentiality and non-disclosure as set forth in this Section 4. Recipient hereby assumes full responsibility for the acts and omissions of any person or entity to which it discloses Discloser's Confidential Information and shall ensure that the Confidential Information is not disclosed or used in contravention of the Agreement. Confidential Information of Supplier and Experian shall remain the sole and exclusive property of the respective Party.

4.2. Exclusions. Except with respect to Experian Data, the obligations of confidentiality set forth in Section 4.1 (Treatment of Confidential Information) above do not apply to the extent such information: (i) is already in the public domain or becomes publicly available through no breach of the Agreement by Recipient; (ii) that Recipient can demonstrate was independently developed by Recipient without reference to or use of the Confidential Information of Discloser; or (iii) is required to be disclosed by applicable law or by a court of competent jurisdiction; provided that immediately upon receiving any such request Recipient promptly notifies, if so



permitted, Discloser in writing of such requirement to enable Discloser to seek a protective order to protect the confidentiality of such information, take action to assure confidential handling of the Confidential Information, or take such other action as it deems appropriate to protect the Confidential Information.

4.3. Return/Destruction of Confidential Information.

- 4.3.1. Upon any termination or expiration of the Agreement, or the written request of Experian, Supplier shall return or destroy, as Experian may direct in writing, all Confidential Information of Experian and all copies, summaries, abstracts, or other representations of the applicable Confidential Information, in whatever form, in its custody, possession or control. At any time upon Experian's request, the Supplier shall provide Experian with a written confirmation of compliance with the requirements of this Section 4.3. The Supplier shall comply with the requirements of this subsection as promptly as possible (but in no event longer than thirty (30) days from the date of Experian's request), unless otherwise agreed in writing.
- 4.3.2. Experian may keep copies or archived computer system backups of the Supplier's Confidential Information in accordance with record retention policies established for the purpose of compliance with applicable laws or to the extent required for exercise of Experian's rights under the Agreement, provided, that Experian shall continue to treat such materials as Confidential Information in accordance with the terms of the Agreement for so long as the same remain in its custody, possession or control.

5. Information Security; Security Incident; Data Privacy.

- 5.1. Information Security. Supplier represents and warrants that it has in place and undertakes to maintain throughout the duration of the Agreement appropriate technical, organizational and administrative measures and safeguards against unauthorized or unlawful Processing or use of Experian Data and against accidental loss or destruction of or damage to, alteration or disclosure of Experian Data, which measures and safeguards are consistent with industry standards and the Agreement, including Experian's Security Requirements and in no event are less than (i) the same degree of care to safeguard the Experian Data as Supplier employs for its own sensitive information (such as Personal Information), and (ii) those standards or requirements required under applicable law.
- 5.2. Security Incident. Supplier shall have in place and maintain appropriate processes and procedures to ensure that any unauthorized access to Experian Data is detected in a timely manner.

6. Data Protection

- 6.1. Information Commissioner. The parties shall in addition to the general obligations under Section 5. ,Applicable Law and without prejudice to any other provisions of this Agreement: (a) Notify all relevant details of any processing of Personal Data to the Information Commissioner as set out in the Data Protection Laws and only process such Personal Data in accordance with the terms of its registration under the Data Protection Laws; and (b) comply with the rights of the individuals to whom the provision of the Services relates as set out in the Data Protection Laws.
- 6.2. Data Processing. Where the Supplier is acting as a data processor (as defined by the Data Protection Laws) processing Experian Personal Data, it shall provide such support and information as requested by Experian from time to time to enable Experian to (a) respond to any request from a data subject to exercise any of its rights under the Data Protection Laws, (b) comply with its obligations under the Data Protection Laws and (c) to demonstrate compliance with Article 28(3) of GDPR. The Supplier shall also, in compliance with the requirements of Article 28(3) of GDPR, inform Experian immediately in the event that any instructions from Experian infringes the GDPR or any other relevant Data Protection Laws.
- 6.3. Measures. The Supplier warrants that it has in place and undertakes to maintain throughout the duration of this Agreement appropriate technical and organisational measures against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of or damage to or disclosure of Experian Personal Data.
- 6.4. External Transfers. The Supplier shall not process any Experian Personal Data other than as necessary for the Agreement Purposes and shall not, without the prior written consent of Experian, export or process any Experian Personal Data outside the United Kingdom. For the avoidance of doubt, Experian instructs the Supplier to process Experian Personal Data for the Agreement Purposes.
- 6.5. Sub-processors. To the extent that the Supplier engages a data processor as contemplated by Article 28(4) of GDPR then, it shall, prior to making any Experian Personal Data available to the data processor, enter into a written agreement with the data processor and ensure that such agreement imposes on the data processor, the same data protection obligations and restrictions as imposed on the Supplier by this Agreement.
- 6.6. Continued Security Measures. The Supplier warrants to Experian that whilst this Agreement remains in force it will have and keep in place any information security measure which the Supplier has indicated to Experian that it has or will have in place.
- 6.7. Deletion/Return of Data. At Experian's request or, if no request is made during the continuance of the Agreement, upon completion of this Agreement, the Supplier shall (at Experian's option) delete or return to Experian all Experian Personal Data and shall not, unless required by law, retain a copy. Experian may keep copies or archived computer system backups of the Supplier's Confidential Information in accordance with record retention policies established for the purpose of compliance with applicable Laws or to the extent required for exercise of Experian's rights under the Agreement, provided, that Experian shall continue to treat such materials as Confidential Information in accordance with the terms of this Agreement for so long as the same remain in its custody, possession or control.
- 6.8. Security Incident Notification. Supplier shall have in place and maintain appropriate processes and procedures to ensure that any

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

6.9. Data Protection Compensation. If, pursuant to Article 82(4) GDPR, one party (the "Paying Party") has been held liable to pay compensation to a data subject for damage caused (in whole or part) by the other party ("Other Party"), the Paying Party shall, as envisaged under Article 82(5) GDPR, be entitled to recover from the Other Party (as a debt) any part of such compensation corresponding to damage for which the Other Party was responsible. Any limitations and exclusions of liability in this Agreement shall not apply to the Other Party's obligation to pay any sum due to the Paying Party under this clause 6.10.

6.10. Compensation Procedures. Following receipt of a claim (or notification of an intention to make a claim) from a data subject to which Article 82(4) GDPR may apply; (a) The party in receipt of the claim shall promptly notify the other party of the claim; (b) Neither party shall make any admission of liability, settlement or payment in respect of such claim, other than a payment made pursuant to a court order, without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed); (c) and each party shall provide such cooperation and assistance as is reasonably required by the other party in connection with the claim

7. Term and Termination.

7.1. Term. The Agreement shall be effective as of the PO Terms Effective Date and remain in effect until terminated in accordance with the terms hereof.

7.2. Termination Rights.

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

7.2.2. Experian Right to Terminate for Convenience. Experian has the right to terminate for convenience the Agreement effective upon the provision of no less than thirty (30) days' written notice.

7.3. Impacts of Termination.

7.3.1. No termination of the Agreement shall affect any rights, obligations, or liabilities of either Party which have accrued before such termination. No termination fees, charges, amounts, or penalties shall be payable by Experian in connection with any termination by Experian or the expiration of the Agreement except for any fees due for Products provided and/or Services accepted prior to the effective date of termination.

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

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

8. Representations and Warranties.

8.1. Supplier represents and warrants that the Licensed Data provided under this Agreement shall be accurate and shall not contain any errors, mistakes, or discrepancies. Supplier represents and warrants that the Licensed Data shall comply in all material respects with the requirements and specifications listed in the applicable Schedule. Supplier shall correct, at no additional cost or expense to Experian, any failure of the applicable Licensed Data to comply with the warranties set forth above.

8.2. Supplier represents and warrants that Licensed Data and/or any component thereof, does not and shall not infringe, misappropriate or violate any Intellectual Property Right of any third party.

8.3. Compliance with Applicable Laws.

8.3.1. Both Parties represents and warrants that it is acting, and covenants that it shall at all times act during the existence of any Agreement hereunder, in compliance with any Applicable Law in connection with the performance of its obligations under the Agreement, including, in the case of the Supplier, its collection and/or compilation of the Licensed Data.

8.3.2. Both parties agree that in the event Consumer Duty applies in the provision or use of the Services (as appropriate) the parties shall comply with their respective Consumer Duty obligations.

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

9. Indemnification.

9.1. To the fullest extent permitted by law, Supplier shall defend and indemnify and hold harmless Experian, its Affiliates, and their respective Personnel, from and against all damages, liabilities, claims, losses, costs and expenses (including but not limited to reasonable attorney and expert witness fees and expenses) that the indemnified Parties may incur, suffer, become liable for, or which may be asserted or claimed against the indemnified Parties, as a result of: (i) alleged infringement or misappropriation of any Intellectual Property Rights based upon access to, receipt or use of the Licensed Data by any Experian Indemnified Party or (ii) failure to collect any consents required under Applicable Law.. Experian may participate in the defense of any claim with counsel of its choosing, at its own expense. Supplier shall not enter into any settlement of a claim without the prior written consent of Experian.

10. Insurance.

10.1. Supplier will maintain at its own cost and expense (and shall cause any permitted subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts generally carried by a reasonably prudent supplier in the industry, with one or more reputable insurance companies including Worker's Compensation with statutory limits and General Liability coverage with a \$1,000,000 limit. Supplier shall upon request, from time to time, provide Experian with such evidence of insurance and payment of premiums in connection therewith, as Experian.

11. General Provisions

11.1. Audits. Upon reasonable notice, Experian shall have the right to conduct audits and inspections of Supplier (including any Supplier Personnel) to assess compliance with the terms of the Agreement as applicable to the Products and/or Services being provided by Supplier.

11.2. Public Announcements. Without prior written consent from Experian's Vice President of Procurement or Vice President of Public Affairs, which may be withheld in Experian's sole discretion, Supplier shall not: (i) use Experian's name, trademarks or logos, or (ii) (orally or in writing) publicly disclose, issue any press release or make any other public statement or otherwise communicate with a third party, including any advertising or marketing materials, concerning: (a) the existence of this relationship, or (b) the existence or terms of an agreement with Experian (including these PO Terms).

11.3. Third Party Rights. Persons or entities who are not a party to the Agreement (other than Experian's Affiliates or Experian Indemnified Parties, as applicable) shall not have any rights under the Agreement and the Parties hereby agree that nothing in the Agreement shall be construed as creating a right that is enforceable by any person or entity that is not a Party to the Agreement or a permitted assignee of such Party.

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

11.5. Non-Exclusive Relationship; No Minimum or Maximum. Experian's commitment to purchase Products and/or Services shall be limited to the Agreement. Nothing in the Agreement shall be construed as a requirements contract, and notwithstanding anything to the contrary contained herein, the Agreement shall not be interpreted to prevent Experian from obtaining from third parties, or providing to itself, any or all of the Products and/or Services.

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

11.7. Remedies. Each Party acknowledges that, in the event of Supplier's breach of the Agreement Experian may be irreparably and immediately harmed and may not be able to be made whole by monetary damages. It is accordingly agreed that Experian, 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. Supplier expressly waives and disclaims any right or remedy it may have to de-install, disable or repossess any Product without due process of law.

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



of its rights under the Agreement through one or more of its Affiliates.

- 11.9. Choice of Law; Venue. This Agreement and all matters arising out of it shall be governed by, and construed in accordance with, the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English Courts.
- 11.10. Interpretation. Any reference to a statutory provision includes a reference to any modification or re-enactment of it from time to time. The headings and pronouns contained herein are for convenience and ease of reference only and shall not affect the construction or interpretation of PO Terms or the Purchase Order itself. Use of the term "days" means "calendar days" unless otherwise specified. The Agreement has been prepared jointly and shall not be strictly construed against a Party. The Parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be applied in the construction or interpretation of the Agreement.
- 11.11. Waiver; Severability. Either Party may waive compliance by the other Party with any covenants or conditions contained in the Agreement, but only in writing signed by the Party waiving such compliance. No such waiver, however, shall be deemed to waive any other circumstance or any other covenant or condition not expressly stated in the written waiver. The provisions of the Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of its provisions shall not affect the validity and enforceability of its other provisions. If any such provision is held to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force. In lieu of any invalid provision, a substitute provision shall apply retroactively which comes as close as legally and commercially possible to that intent which the Parties had or would have had, according to the spirit and purpose of the Agreement.
- 11.12. Survival. The provisions of the Agreement that would normally survive termination, shall survive termination of these PO Terms and/or the Agreement for any reason.
- 11.13. Authority to Enter into Agreement. Supplier represents and acknowledges that (i) the person accepting the Purchase Order has all right, power and authority to do so on behalf of Supplier; and (ii) it has full power and authority and all necessary authorizations to comply with the terms of the Agreement and to perform its obligations hereunder.
- 11.14. Complete Agreement. These PO Terms and the Purchase Order 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. Terms and conditions contained in any Supplier provided or furnished forms, including, without limitation any shrink-wrap, click-wrap, URLs, or other similar documents shall not apply to the Products and/or Services and shall be null and void. No amendment or modification of any provision of the Agreement shall be valid or binding unless it is made in writing and signed by an authorized representative of each Party.

Order of Precedence. In the event of any conflicting or inconsistent terms, the following order of precedence applies in descending order: (a) These PO Terms (b) a Schedule, (c) a Purchase Order; and (d) any other documents incorporated or referenced therein.