MASTER TERMS

DYE & DURHAM ONBOARDING

These terms and conditions (“Master Terms”) set out the agreement between Dye & Durham (UK) Limited, company number 06029390, registered address 9th Floor The Point, 37 North Wharf Road, London, United Kingdom, W2 1AF (“Dye & Durham”, "We", "Our", "Us") and You, a licensed and regulated conveyancer or law firm, ("You", "Your") regarding Your use of the “Dye & Durham Onboarding” services (“Services”) available through Unity Global Platform ("Website").

ACCEPTANCE AND CHANGES

By clicking the "Submit" button, You agree to these Master Terms. You acknowledge and agree that We may at any time in Our discretion:

- modify or discontinue access to a Service; and/or

- change these Master Terms, by uploading a revised version on the Website, following which Your continued use of the Website and/or the Services constitutes Your acceptance of the revised version of the Master Terms.

You are advised to visit the Website regularly and review the latest version of the Master Terms.

These Master Terms were published on 8th May 2024. The definitions and rules of interpretation for these Master Terms are set out in Schedule 1.

AGREED CONDITIONS

1. General

1.1 These Master Terms together with the Commercial Terms Sheet, Additional Terms, any Statement of Work, and any Addendums form the agreement between us (“Agreement”).

1.2 The Agreement between us shall only be formed upon Our Acceptance.

1.3 You acknowledge that some Deliverables may be dependent upon You subscribing for other Deliverables.

1.4 If We are unable to supply You with a Deliverable for any reason, We will inform You of this by email or alert You via the Platform and Your Order in respect of the relevant part only will not be processed/will be cancelled (as applicable). Where You have paid in advance, We will refund You the respective amount.

1.5 This Agreement applies to the exclusion of any other terms that You seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

1.6 In the event of any conflict between these Master Terms, the Commercial Terms Sheet, the Additional Terms, Addendums and any Statement of Work then the order of priority (to the extent of the conflict only) shall be:

a. the Commercial Terms Sheet;

b. these Master Terms;

c. the Schedules referred to in these Master Terms;

d. any Additional Terms;

1.7 Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement. References to clauses and Schedules are to the clauses and Schedules in this Agreement.

1.8 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

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

1.10 Unless the context otherwise requires, words in the singular shall include the plural and vice versa and a reference to one gender shall include a reference to other genders.

1.11 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and includes all subordinate legislation implemented from time to time.

1.12 A reference to writing or written includes e-mail unless otherwise expressly stated.

1.13 Any words following the terms including, include, in particular or any similar phrase shall be construed as illustrative and shall not limit the generality of the related words.

2 Exclusivity and Restrictions

2.1 Nothing in this Agreement shall prevent Us from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Agreement.

2.2 During the Term of this Agreement, You undertake not to:

a. distribute or create, any services, products or features that compete with the Deliverables; or

b. use, distribute or resell the Deliverables other than as expressly set out in this Agreement.

3 Creation and Use of an Account and Users

3.1 You agree that Your use of the Deliverables may require Your use of Our Platform. In such case, You and any Authorised User, will be required to create an Account and accept the Platform Terms.

3.2 You will allocate and issue user IDs and passwords only to Authorised Users who are permitted to access Your Account. We may impose limits or restrictions on the number of Authorised Users at Our discretion.

3.3 You will not allow Your Account to be accessed by any individual that is not an Authorised User. We may at Our discretion from time to time block or decline to accept any proposed Authorised User.

3.4 You and Your Authorised Users will:

a. ensure that the security and confidentiality of Security Features, including, user ID's and passwords are maintained and in particular, Authorised Users will not allow any other person to use their user ID or password;

b. enforce the use restrictions of this Agreement;

c. prevent, and take prompt and proper remedial action against, unauthorised access, copying, modification, storage, reproduction, display or distribution of the Deliverables;

d. promptly inform Us of any Authorised Users who ceases to be an Authorised User.

3.5 In using Our Platform, You and any user, including Authorised Users and Users will be required to accept the Platform Terms.

3.6 You will be responsible for the acts of Your Authorised Users in relation to Your Account. Any act in relation to an Account traceable to the use of an Authorised User's ID and password shall be deemed to have been committed by such Authorised User and by extension You.

3.7 You shall use the highest industry standard security measures to safeguard against unauthorized access to and use of the Deliverables by any individual, computer program, or other unauthorized user via Your Account or Your Customer System. You shall immediately notify Us of any unauthorized access and/or use of the Deliverables.

3.8 If You or any Authorised User becomes aware, or suspects, or has reason to believe or confirms that there has been any misuse of the Deliverables, or any Security Event in connection with this Agreement that could compromise the security or integrity of the Deliverables or otherwise adversely affect Us or our licensors, or if You or any Authorised User learns or suspects that any Security Feature has been revealed to or obtained by any unauthorised person You:

a. shall immediately notify Us;

b. promptly investigate and keep us fully and regularly updated on the situation;

c. if required by Applicable Law, or in Our reasonable discretion, be responsible for all legal and regulatory obligations including any associated costs which arise in connection with the Security Event that have arisen from Your fault;

d. provide all proposed third party notification materials to Us for review and approval, which shall not be unreasonably withheld, prior to distribution;

e. fully co-operate with Us to investigate and remedy the issue as soon as reasonably practicable.

3.9 We may suspend Your rights (or those of any third party under this Agreement until the Security Event is remedied, or if We in Our sole discretion, determines that immediate action is required to be taken, We may terminate this Agreement.

3.10 We may change Security Features on notice to You or the Authorised Users and/or Users.

4 Deliverables

4.1 We shall provide the Deliverables materially in accordance with the terms of the relevant Commercial Terms Sheet and any Specification or SOW.

4.2 Unless specified, any timescales stated by Us are indicative only and time shall not be of the essence.

4.3 Any general descriptions or illustrations given by Us or on Our behalf, whether or not on the Platform are published for the sole purpose of giving an approximate idea of the Deliverables. They will not form part of the Agreement or have any contractual force.

4.4 We reserve the right to vary, modify, suspend or withdraw any Deliverables or change their description at any time to:

a. deal with technical problems or make technical changes;

b. update the relevant Deliverables to reflect changes in Legislation; or

c. make changes to the Deliverables as requested by You (and agreed by Us) or notified by Us to You;

d. add new or modified functionality to the Deliverables.

4.5 We reserve the right to vary, modify, suspend or withdraw any Deliverables or their description at any time to undertake maintenance. Availability and maintenance windows are set out in the Support Policy.

4.6 Without prejudice to Our rights under this clause 4 and/or cause 25, we shall be entitled at Our discretion to modify, remove or add to this Agreement and to any relevant Deliverables provided that such modification, removal or addition does not materially and negatively change the functions and/or performance of the Deliverables that We have agreed to provide You.

5 Warranties

5.1 Subject to Clause 5.2 and any express reference in any Additional Terms or Overriding Terms We do not make any representation or give any warranty, term or condition, express or implied:

a. as to the availability, functionality, features or performance of a Deliverable;

b. as to the accuracy, currency or completeness of information and guidance contained in a Deliverable;

c. that use or access to a Deliverable will be free from infection by viruses;

d. that access to a Deliverable will be secure, uninterrupted, or free of technical problems;

e. that a Deliverable will meet Your requirements, even if advised of such;

f. that any performance dates or milestones will be met; such dates shall be estimates only and failure to perform by such dates will not give You the right to terminate the Agreement or any part thereof.

5.2 We shall provide the Deliverables using reasonable care and skill.

5.3 Each party warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement.

6 Third Party Content

6.1 A Deliverable may contain content which is not maintained by Us including content provided by You (together the Third Party Materials). Such Third Party Materials are made available for Your convenience and information only. Third Party Materials are not under Our control and We are not responsible for the content or accuracy or completeness or updating of the Third Party Materials or those sites, data, products, services or features offered on or through the Third Party Materials or that comprise part of Our Deliverables. Nor can we guarantee that Third Party Materials will stay up to date or not change without Our knowledge. The inclusion of Third Party Material does not imply our endorsement of the Third Party Material or that We are in any way affiliated with the third party.

6.2 You agree that Your Use of the Deliverables may be subject to the Additional Terms of Third Party Suppliers. To the extent that the Additional Terms refer to customers, You agree to use and access the Deliverables as if You were a customer of the Third Party Supplier, which may include signing up to Additional Terms. Any reference to a services agreement in the Additional Terms shall also include this Agreement.

7 Charges

7.1 The Charges are as set out in the relevant Commercial Terms Sheet.

7.2 Unless otherwise specified in the Commercial Terms Sheet, We shall invoice You monthly in arrears for the Deliverables.

7.3 All Charges:

a. unless otherwise specified in the Commercial Terms Sheet, shall be payable in pounds sterling by direct debit, and shall be paid by You within 7 days of receipt of the relevant invoice to a bank account nominated in writing by us from time to time;

b. are, unless otherwise specified in Additional Terms, non-cancellable and non-refundable;

c. are exclusive of any sales tax (including VAT), which shall be added to Your invoice(s) at the appropriate rate.

7.4 You are responsible for the collection, remittance and payment of all taxes, charges, levies, assessments and other fees of any kind imposed by governmental or other authority in respect of the provision of the Deliverables to You.

7.5 Without prejudice to any other right or remedy that We may have, if You fail to pay Us any sum due under this Agreement on the due date:

a. You shall be invoiced for the sum of £20.00 (twenty pounds) for each month or part month from the due date until payment of the overdue sum;

b. You shall additionally pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this Clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%; and

c. We may suspend part or all of the Deliverables until payment has been made in full and the provisions of Clause 8.3 shall apply.

d. all sums payable to Us shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7.6 Price Increase General: We shall be entitled to increase our Charges for the Products, Services and/or Features once in any calendar year on 30 days' notice in writing to You. If the amount of such increase is greater than the increase in the rate of the RPI in the immediate 12 months prior to such notice, then You shall be entitled to terminate the Agreement on written notice to Us within 30 days from the effective date of the increase.

7.7 Price Increase Supplier: In addition to clause 7.6, if a third party supplier increases their charges to Us in respect of any component of the Products, Services and/or Features by more than 15% or increases their charges by an amount that in Our opinion, renders Our performance uneconomic then we shall be entitled to pass such increase on to You on giving You no less than 30 days' notice. You shall be entitled to terminate the Agreement on written notice to Us within 30 days from the effective date of the increase.

7.8 Price Increase Upfront Material Information: Notwithstanding clauses 7.6 and 7.7, We shall be entitled to increase our Charges for the Upfront Material Information Product once in every 3 months on 14 days' notice to you. If the amount of such increase is greater than the increase in the rate of the RPI in the immediate 3 months prior to such notice, then You shall be entitled to terminate any commitment to Upfront Material Information only, on written notice to Us within 30 days from the effective date of the increase.

7.9 Any expenses, costs and charges incurred by You in the performance of Your obligations under this Agreement or that are required for You to receive the benefit of the Deliverables shall be for Your own account.

7.10 Notwithstanding this Clause 7, where required by Us, You agree to provide to Us a valid, up-to-date and complete direct debit mandate and any other relevant valid, up-to-date and complete contact and billing details and, if You provide a direct debit mandate to Us, You hereby authorise Us to bill such bank account for the Charges.

8 Your Obligations and Undertakings

8.1 It is Your responsibility to ensure that:

a. the Commercial Terms Sheet is complete and accurate;

b. You co-operate with us in all matters relating to the provision of the Deliverables;

c. You provide us with such information and materials as We may reasonably require in order to supply the Deliverables and that such information is complete and accurate in all material respects;

d. You obtain and maintain all necessary licences, permissions and consents which may be required for Us to perform and/or supply (as applicable) the Deliverables;

e. You pay for the relevant Deliverables in accordance with the relevant Commercial Terms Sheet;

f. You comply with all Applicable Laws;

g. You use the Deliverables solely in accordance with the instructions supplied by Us from time to time in writing and subject to any testing requirements that We may reasonably impose;

h. You shall not use any Deliverables in any way that is unlawful, illegal, fraudulent or harmful or in connection with any unlawful, illegal, fraudulent or harmful activity, or for any purpose outside of the Permitted Use or as otherwise authorised by this Agreement.

8.2 Except as expressly provided in this Agreement, You shall not:

a. use the Deliverables (wholly or in part) in Your products or services; or

b. distribute the Deliverables (wholly or in part).

8.3 If Our ability to perform and/or supply (as applicable) the Deliverables is prevented or delayed by any failure by You to fulfil any obligation listed in Clause 8.1 (Your Default):

a. (without prejudice to any other rights we may have) We will be entitled to suspend performance and/or supply (as applicable) of the Deliverables until You remedy Your Default, and to rely on Your Default to relieve Us from the provision and/or supply (as applicable) of the Deliverables, in each case to the extent Your Default prevents or delays provision and/or supply (as applicable) of the Deliverables;

b. We will not be responsible for any Loss You sustain or incur arising directly or indirectly from Our failure to perform or delay in performing and/or supply (as applicable) the Deliverables; and

c. You will reimburse Us on written demand for any Loss We sustain or incur arising directly or indirectly from Your Default. The provisions of this Clause 8.2 are without prejudice to Our other rights and remedies.

8.4 You agree to inform Us immediately of any changes in Your ownership or control, of any transfer of all or substantially all of Your assets and of any change in Your organisation or method of doing business that might affect Your performance under this Agreement.

8.5 We may from time to time notify You of additional, updated or new requirements for compliance, which shall be a condition of Our continued provision of the Deliverables to You. You agree to comply with such requirements and such requirement shall be incorporated into this Agreement by this reference.

9 Advertising and promotion

9.1 Save as set out in the Clause 9, no party shall make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including any relevant securities exchange), any court or other authority of competent jurisdiction.

9.2 At Our request, within 14 days of the Effective Date or the date of commencement of Your subscription to any Deliverable, the parties shall issue a mutually agreed press release relating to this Agreement, and Our relationship with You as a customer. You shall co-operate with and support Us in good faith in Our press release and publicity materials. You agree that We may refer to You with Our other customers or prospective customers.

9.3 Pursuant to the above, You agree that We may Use Your Trade Marks including logo, company name and other branded features in Our publicity materials.

10 Confidentiality

10.1 Each party receiving Confidential Information (Recipient) from the other (Disclosing Party) shall keep that information confidential and shall:

- a. use the Disclosing Party's Confidential Information solely for the performance of its obligations or exercising its rights under this Agreement;
- b. keep the Disclosing Party's Confidential Information secure and take no lesser security measures and degree of care to protect the Disclosing Party's Confidential Information than the Recipient applies to its own confidential information and in any event no lesser than that which a reasonable person or business would take in protecting its own confidential information;
- c. not disclose the Disclosing Party's Confidential Information to any third party except.

10.2 The obligations of confidentiality set out in this Clause 10 shall not apply:

a. where the Disclosing Party has given its specific prior written consent to the disclosure;

b. to Confidential Information which has entered the public domain, other than as a result of a breach of this Clause 10;

c. where the Recipient can show that the information was obtained, free from any restrictions as to its use or disclosure, from a third party who was free to divulge it; and

d. where the information was developed by, or for, the Recipient independently of any information received under this Agreement and by persons who had no access to, or knowledge of, that information.

10.3 The Receiving Party shall immediately inform the Disclosing Party in writing if it becomes aware that any Confidential Information has been disclosed to any unauthorised third party.

10.4 The Receiving Party may disclose the Disclosing Party's Confidential Information to those of its Representatives who need to know that Confidential Information for the Permitted Use, provided that:

a. it informs those Representatives of the confidential nature of the Confidential Information before disclosure; and

b. at all times, it is responsible for the Representatives' compliance with the confidentiality obligations set out in this Clause 10.

10.5 You acknowledge that Our Confidential Information includes the Credas Data and the Materials.

10.6 A Receiving Party may disclose Confidential Information to the extent required by law, by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the Disclosing Party as much notice of the disclosure as possible so as to allow such party to have an opportunity to obtain a protective order to prohibit or restrict such disclosure at its sole cost and expense.

10.7 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information, other than those expressly stated in this Agreement, are granted to the other party, or are to be implied from this Agreement.

10.8 The parties acknowledge that damages may not be an adequate remedy for a breach of this Clause 10. Each party shall be entitled to seek any legal or equitable relief, including injunctive relief or specific performance, upon the breach (or reasonably anticipated breach) of any part of this Clause 10.8. 10.9 The provisions of this Clause 10 shall continue to apply after termination of this Agreement.

10.10 To the extent that the Disclosing Party's Confidential Information is no longer required by the Recipient to enable the Recipient to perform its obligations or exercise its rights under the Agreement, the Recipient shall (and shall procure that its Representatives shall) either return to the Disclosing Party immediately upon demand such Confidential Information together with any copies, notes, analyses or records of such Confidential Information and any documents and other material (including all electronically generated or stored data) containing, reflecting or deriving from the Confidential Information which are in its possession or under its control, or (at the Disclosing Party's option) destroy it.

11 Data Protection

The parties will comply with their respective obligations under Data Protection Laws in accordance with Schedule 2.

12 Compliance with Laws and Regulations

12.1 You shall, subject to Clause 13, be responsible for obtaining any import licences or permits necessary for the delivery, entry or use of the Deliverables, and You shall be responsible for any and all customs duties, clearance charges, taxes, brokers' fees and other amounts payable in connection with their import, delivery and use.

12.2 We warrant to You that the Deliverables comply with the Legislation in force at the Effective Date.

12.3 In performing its obligations under this Agreement, each party shall comply with the Legislation and in Your case you shall also comply with the Mandatory Policies.

12.4 Both parties shall immediately report any apparent breach of this Clause 12 to the other party.

13 Export

Neither party shall export, directly or indirectly, any technical data acquired from the other party under this Agreement (or any products, including the Deliverables, incorporating any such data) in breach of any Legislation, including United States export laws and regulations, to any country for which the United States or any other government or any agency thereof at the time of export requires an export licence or other governmental approval without first obtaining such licence or approval.

14 Anti-bribery

14.1 You shall:

a. comply with all Legislation relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (Relevant Requirements);

b. not engage in any activity, practice or conduct which would constitute an offence under the Relevant Requirements if such activity, practice or conduct had been carried out in the UK;

c. comply with the Our Ethics, Anti-bribery and Anti-corruption policies as We may update them from time to time (Relevant Policies);

d. promptly report to Us any request or demand for any undue financial or other advantage of any kind received by You in connection with the performance of this Agreement;

e. immediately notify Us (in writing) if a foreign public official becomes an officer or employee of You or acquires a direct or indirect interest in You (and You warrant that You have no foreign public officials as officers or employees or direct or indirect owners at the Effective Date);

f. promptly certify to Us and provide such evidence as we may reasonably request of Your compliance with this clause 14.

14.2 Without prejudice to Clause 20.1, You shall ensure that any person associated with You who is performing services in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on You in this Clause 14 (Relevant Terms). You shall in all circumstances be responsible for the observance and performance by such persons of the Relevant Terms, and shall in all circumstances be directly liable to Us for any breach by such persons of any of the Relevant Terms howsoever arising.

14.3 Breach of this Clause 14 shall be deemed a irredeemable material breach.

14.4 For the purpose of this Clause 14, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in

accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively.

15 IPR

15.1 You acknowledge and agree that:

a. all IPR in or arising out of or in connection with the Deliverables and the Platform belong, and shall belong, to Us and/or Our Third Party Suppliers;

b. You shall have no rights in or the Deliverables, or Platform other than the right to use them in accordance with the express terms of this Agreement;

c. Your use of the Deliverables including access to and use of the Platform shall be by way of licence only during any relevant period of subscription, and for these purposes We agree to grant You a limited non-exclusive, royalty-free, non-transferable and non-assignable licence (with no right to sub-licence) to use the Deliverables including the Platform, for the Purpose only. d. We or our Data Providers have made substantial investment, time and funds in the obtaining, verification, selection, co-ordination, development, presentation and supply of the Credas Data. The Credas Data will continue to be, the exclusive property of Us and/or Our Data Providers. Nothing contained in this Agreement shall be deemed to convey to You, or to any other party, any right, title or interest, including any IPR, in or to the Credas Data (except to the extent of the limited licence granted in clause 15.1c of this Agreement).

15.2 Where We agree to create any Custom Elements for You then (unless otherwise specified in any Overriding Terms or Additional Terms), You:

a. grant us a fully paid-up, non-exclusive, royalty-free, non-transferable licence to use, copy and modify any Custom Elements provided or commissioned by You to Us for the term of any relevant Deliverable for the purpose of providing the Custom Elements to You;

b. warrant, covenant and undertake that You own or have all relevant rights to licence to us the IPR in any Custom Elements that may be provided by You to Us and You shall indemnify us in respect of any Loss arising from or incurred by us by reason of you breaching this Clause.

15.3 You warrant, covenant and undertake that You own or are otherwise authorised or licensed to provide the IPR in information contributed or incorporated by You in your Account or otherwise provided to Us under this Agreement and You shall indemnify Us in respect of any Loss arising from or incurred by Us by reason of You not owning or having the right to licence such IPR.

15.4 Each party shall, at the other's expense, take all such steps as a party may reasonably require to assist such party in maintaining the validity and enforceability of its IPR during the Term.

15.5 You shall not do or authorise any third party to do any act that would or might invalidate or be inconsistent with this Clause 15 and shall not omit or authorise any third party to omit to do any act that, by its omission, would have that effect.

15.6 We make no representation or warranty as to the validity or enforceability of the IPR in the Deliverables nor as to whether the same infringe any IPR of third parties.

Restrictions

15.7 You shall not:

a. copy the Deliverables or any part of any of them except to the extent and for the purposes expressly permitted by this Agreement; or

b. modify, adapt, develop, create any derivative work, reverse engineer, decompile, disassemble or carry out any act otherwise restricted by copyright or other IPR in the Platform or Deliverables except and only to the extent that it is expressly permitted by Applicable Law.

15.8 You acknowledge and agree that for any breach of Clause 15.7, We will not have an adequate remedy at law and consequently (without limiting Our right to any other remedy), shall be entitled to specific performance, and You further consent (without limiting Our right to any other remedy) to the entry of an immediate injunction without the need for posting a bond against any threatened or continuing breach.

Use of Trade Marks

15.9 Where a party grants to the other a licence to use their Trade Marks, the receiving party shall ensure that each reference to, and use of, any of the Trade Marks is in a manner approved from time to time by the granting party and accompanied by an acknowledgement in a form approved by the granting party that the same is a trade mark (or registered trade mark) of such party.

15.10 The receiving party shall not use:

a. any of the Trade Marks in any way that might prejudice their distinctiveness or validity or goodwill in the Trade Marks;

b. in relation to the Deliverables any trade marks other than Our Trade Marks without obtaining Our prior written consent; or

c. any trade marks or trade names so resembling any of the Trade Marks or trade names as to be likely to cause confusion or deception.

Indemnities

15.11 You shall promptly give notice in writing to Us in the event that You become aware of:

a. any claim that any Deliverable or the production, use, sale or other disposal of any Deliverable, infringes the rights of any third party;

b. infringement or suspected infringement of Our Trade Marks or any other IPR in or relating to the Deliverables.

15.12 We shall promptly give notice in writing to You in the event that We become aware of any claim that any material, content or data (Customer Data) provided by You to Us under this Agreement, infringes the rights of any third party.

15.13 Subject to Clause 15.14:

a. We shall defend You, Your officers, directors and employees against any claims that the marketing, advertising or distribution of the Deliverables in accordance with this Agreement infringes any UK IPR and shall be responsible for any amounts awarded against You in judgment or settlement of such as a result of such claim;

b. You shall defend Us, Our officers, directors and employees against any claims that our use of Customer Data in accordance with this Agreement infringes any UK IPR and shall be responsible for any amounts awarded against Us in judgment or settlement of such as a result of such claim.

15.14 The party indemnified pursuant to clause 15.13 agrees that:

a. it will give the indemnifying party prompt notice of such claim, specifying the nature of the claim in reasonable detail;

b. it will provide reasonable co-operation to the indemnifying party in the defence and settlement of such claim, at the indemnifying party's reasonable expense;

c. accepts that it is in indemnifying party's absolute discretion to determine what action if any shall be taken in respect of the matter;

d. not make any admission of liability, agreement or compromise in relation to the claim without the indemnifying parties prior written consent;

e. the indemnifying party will have sole control and conduct of the claim;

f. the indemnifying party will pay all costs in connection with that action and shall be entitled to all damages and other sums that may be paid or awarded as a result of any such action;

15.15 In addition to the rights set out in Clause 15.14, We shall have the right to:

a. suspend any part of the Deliverable that is subject to the infringement claim made by the third party;

b. modify or replace the Deliverable provided under them, so as to avoid any alleged infringement, provided that the modification does not materially affect the performance of the relevant Deliverable;

c. terminate this Agreement upon written notice to You and provide a refund to You of any prepayment made by You which at the date of termination has not been and will not be credited against Charges due to Us.

15.16 Each party shall, at the request and expense of the other, provide all reasonable assistance to the other (including the use of its name in, or being joined as a party to, proceedings) in connection with any action to be taken by the other party.

Where Law Society Transaction (TA Forms) are used by you, using Our service, you confirm you hold all relevant authorisations (including licences) from the Law Society (or such third party that owns the rights in the TA Forms) to do so, and you indemnify Us against any loss, claim, damage or expense we incur as a consequence of you failing to comply with this clause.

Restrictions on Indemnity

15.17 We shall have no liability under Clause 15.13 if the alleged infringement is based on:

a. a modification of the Deliverable by any person other than Us;

b. Your use of the Deliverable or any deliverable thereunder in a manner contrary to the instructions given to You by Us;

c. Your use of the Deliverable or any deliverable thereunder after notice of the alleged or actual infringement from Us or any person;

d. Your use of the Deliverable in combination with any hardware or software not supplied or approved by Us;

e. Your use of the Deliverable or any deliverable thereunder for any purpose other than that for which they are designed;

f. Your use of a superseded Release of the Deliverable or any deliverable thereunder; or

g. Your failure to provide a suitable environment or gateway for connecting Your Customer System to the Platform.

15.18 Notwithstanding any other provision in this Agreement, the foregoing states Your sole and exclusive rights and remedies, and Our entire obligations and liability, in the case of any matter falling under Clause 15.

16 Limitation of Liability, Insurance and General Indemnities

16.1 Neither party excludes or limits liability to the other party for:

a. fraud or fraudulent misrepresentation;

b. death or personal injury caused by negligence;

c. a breach of any terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

d. any matter for which it would be unlawful for the parties to exclude liability.

16.2 Subject to Clause 16.1, We shall not in any circumstances be liable whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, to You or third party for any loss:

a. (whether direct or indirect) of profits, business, business opportunities, contracts, revenue, turnover, reputation or goodwill;

b. or corruption (whether direct or indirect) of data or information or software;

c. (whether direct or indirect) of anticipated savings or wasted expenditure (including management time); or

d. or liability (whether direct or indirect) under or in relation to any other contract; even if We are advised of the possibility of such damages.

16.3 Subject to Clause 16.1 and Clause 16.2, Our total aggregate liability in contract, tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement or any collateral contract shall in all circumstances be limited to the lesser of:

a. £1,000,000; or

b. 100% of the total Charges paid by You to Us under this Agreement during the 12 month period immediately before the date on which the cause of action first arose or, if the cause of action arose during the Initial Period, then the total anticipated Charges in respect of the Initial Period.

16.4 We shall not be liable for any delay in delivery of the Deliverables that is caused by an event within the scope of Clause 19 or Your failure to provide Us with adequate instructions that are relevant to the supply of the Deliverables or Your failure to comply with any instructions or requirements that We have communicated to You.y16.5 Without limiting the effect of the other provisions of this Clause 16, if this Agreement is terminated for any reason, We shall not be liable:

a. to provide You with any Deliverable or any product, service or solution relating to any Credas Data; or

b. for the consequences of Your inability to comply with the terms of any other arrangements that You may have entered into with any third party.

16.6 You shall indemnify and hold Us and Our affiliates, harmless, against any and all Loss incurred by or awarded against Us or any Third Party Supplier or any Data Provider arising out of or in connection with:

a. the use, disclosure, sale or transfer of the Credas Data by You, or for Your breach of this Agreement;

b. access to or use or distribution of the Deliverables or Materials by You of any person arising from your act or omission otherwise than in accordance with this Agreement (including any inaccurate or incomplete Report);

c. the development, marketing, licensing or use of any Customer Product; or

d. the provision of any Data or material by You to Us,

(together Claims).

16.7 Subject to You not having breached Clause 8.4, the indemnity set out in Clause 16.6 shall not apply to any Claim to the extent that it has arisen out of or in connection with any negligence or wilful default of Us.

16.8 You acknowledge that each Data Provider and any other Third Party Supplier to Us has the benefit of and may directly enforce the exclusions and limitations set out in this Clause 16, as if the provisions of this Clause 16 were set out in full in this Agreement and each reference to Us were replaced by that Data Provider or other provider (as the case may be).

16.9 You have and You shall maintain during the Term, a business general liability insurance policy from a grade A or higher insurance company authorized to conduct business in the UK, and that such insurance policy have coverage in amounts not less than One Million Pounds Sterling (£1,000,000.00) per claim, Two Million Pounds Sterling (£2,000,000.00) aggregate.

16.10 We have and We shall maintain during the Term, a business general liability insurance policy from a grade A or higher insurance company authorized to conduct business in the UK, and that such insurance policy have coverage in amounts not less than One Million Pounds Sterling (£1,000,000.00) per claim, Two Million Pounds Sterling (£2,000,000.00) aggregate.

17 Term and Termination

17.1 This Agreement shall commence on the Effective Date and shall, unless terminated earlier in accordance with Clause 17.3 or Clause 17.4, continue until the last day of the month for the Initial Period, and, subject to Clause 17.2, will automatically renew on the expiry of the Initial period for subsequent terms of 12 months (Renewal Period).

17.2 If You wish to terminate this Agreement upon the expiry of the Initial Period, or the Renewal Period as applicable, You must provide written notice of this no less than 45 days prior to the expiry of the Initial Period or Renewal Period. Where notice is not provided within this timeframe, the Agreement will automatically renew as per clause 17.1.

17.3 We may terminate this Agreement at any time on giving You written notice of no less than 30 days prior to the termination date.

17.4 Without prejudice to any rights that have accrued under this Agreement or any of its rights or remedies, either party may terminate this Agreement with immediate effect by giving written notice to the other party if the other party:

a. fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 14 days after being notified to make that payment;

b. commits a material breach of any term of this Agreement (other than failure to pay any amounts due under this Agreement) and (if that breach is remediable) fails to remedy that breach within a period of 30 days after being notified to do so;

c. suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts;

d. is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

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

f. an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;sg. a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other similar process is levied or enforced on or sued against, the whole or part of the other party’s assets and that attachment or process is not discharged within 14 days;

h. any event occurs or proceeding is taken with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Clause b to Clause 17.2.9 (inclusive); or i. suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;

17.5 Without prejudice to any other rights or remedies We may have, We may terminate the Agreement in whole or in part without liability to You if:

a. You commit a breach of Your obligation in Clause 12.3;

b. You, Your Authorised User or User have breached the Platform Terms;

c. You challenge or dispute the validity of any of Our IPR;

d. You purport to assign any of its rights or obligations under this Agreement;

e. We determine or reasonably suspect that You are violating any provision of this Agreement, or any Legislation, regulation or rules described in this Agreement; or

f. there is a change of control of You (within the meaning of section 1124 of the Corporation Tax Act 2010).

g. if Our licence with Our Third Party Suppliers or Data Provider terminates for any reason.

17.6 Unless expressly stated to the contrary, termination of a Deliverable shall not serve to automatically terminate the Agreement or any other Deliverable and the remainder shall continue in full force and effect unless expressly terminated or where the terminated Deliverable is required as a dependency for Deliverable to be provided, the parties will agree a change via the Change Process.

18 Effects of Termination

18.1 On termination or expiry of this Agreement or any Part, in relation to that part only for any reason:

a. You shall (at Your sole cost) return (or at Our option, destroy) all media (subject to Clause f) on which any Deliverable exists, samples, technical pamphlets, catalogues, advertising materials, specifications and other materials, documents or papers whatsoever sent to the Customer and relating to Our business (other than correspondence that has passed between the parties) that You may have in its possession or under Your control;

b. any licences granted under this Agreement shall terminate;

c. (where applicable under any Additional Terms) You shall stop combining or using the Deliverables with any Customer Products or services;

d. You shall immediately pay to us all of our outstanding unpaid invoices and interest and, in respect of the Deliverables supplied but for which no invoice has been submitted, We may submit an invoice, which shall be payable immediately on receipt;

e. the accrued rights, remedies, obligations or liabilities of the parties at termination, or the continuation after termination of any provision expressly stated to survive or

implicitly surviving termination, shall not be affected or prejudiced including Clause 10 to Clause 18 inclusive.

18.2 If a party is required by any Legislation to retain any documents or materials that it would otherwise be required to return or destroy under Clause 18.1, it shall notify the other party in writing of that retention, giving details of the documents or materials that it must retain. That party shall not be in breach of Clause 18.1 with respect to the retained documents or materials, but Clause 10 shall continue to apply to them.

19 Force Majeure

Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if that delay or failure results from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 4 weeks, the party not affected may terminate this agreement by giving 14 days' written notice to the other party.

20 Assignment

20.1 This Agreement is personal to You and You shall not assign, transfer, subcontract, mortgage, charge or deal in any other manner with any of Your rights and obligations under this Agreement without Our prior written consent.

20.2 We may at any time assign, transfer, mortgage, charge, subcontract, declare a trust of or deal in any other manner with any of its rights and obligations under this Agreement without Your consent.

21 Waiver

No failure or delay by a party to exercise any right or remedy (in whole or part) under this Agreement shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the exercise of that or any other right or remedy.

22 Remedies

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

23 Notice

23.1 Any notice or other communication required to be given to a party under or in connection with this Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first class post or other next working day delivery service providing proof of postage, at its registered office, or sent by email to the other party's main email address.

23.2 Any notice or communication shall be deemed to have been received, if:

a. delivered by hand, on signature of a delivery receipt at the time the notice is left at the proper address;

b. sent by email, at 9.00 am on the next Business Day after transmission; or

c. neither (a) nor (b) apply, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.

23.3 This Clause 23 does not apply to the service of any proceedings or other documents in any legal action including arbitration or any other method of dispute resolution. For the purposes of this Clause 23, writing shall not include e-mail.

24 Entire Agreement

24.1 This Agreement constitutes the entire agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.

24.2 Each party acknowledges that in entering into the Agreement it does not rely on, and shall have no remedies in respect of, any representation 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 or negligent misstatement based on any statement in this Agreement.

25 Variation and Change Process

25.1 Except as expressly provided in this agreement, no variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

25.2 This Agreement (including any Additional Terms and/or Overriding Terms) may be amended by Us in our discretion from time to time and the latest version will be available on the Platform. Any new version of this Agreement shall take effect:

a. immediately upon the posting on the Platform where the changes to this Agreement relate to a new Deliverable or non-material changes, which (in either case) do not materially reduce your rights or increase your liability to us; or

b. immediately upon the date of posting on the Platform where the changes to this Agreement relate to any change which in Our opinion is required in relation to any Applicable Law; or

c. otherwise on no less than thirty (30) days after the date of posting on the Platform where the changes potentially reduce Your rights or potentially increase your liability to Us unless the terms are accepted by You or Your Authorised User via a 'click through' in which case the changes shall apply upon Your acceptance.

25.3 The parties will discuss in good faith any changes required to this Agreement in the event of the expiry or termination of individual parts of the Deliverables where the terminated part is dependent upon a remaining part.

26 Severance

If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement. Notwithstanding the previous sentence, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

27 No Partnership or Agency

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

28 Cumulative Remedies

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

29 Third-party Rights

Except as expressly provided elsewhere in this Agreement, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party that exists, or is available, other than in that Act.

30 Electronic Signature

Each party may sign this Agreement or any supporting document by electronic signature. In such case, each party agrees that its electronic signature is governed by the "Terms of use of the Electronic Signature Portal (powered by Esign)" available prior to clicking on the "sign" button and is equivalent to any handwritten signature on this Agreement or the relevant document.

31 Disputes Resolution

31.1 If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it (Dispute) then either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (Dispute Notice), together with relevant supporting documents. On service of the Dispute Notice, the person We designate as head of operations together with Your operations director (together Line Managers) or in the absence of such a role finance director shall attempt in good faith to resolve the Dispute.

31.2 If the Line Managers are for any reason unable to resolve the Dispute within 14 days of service of the Dispute Notice, the Dispute shall be referred to the parties respective chief executives (Senior Managers) who shall attempt in good faith to resolve it.

31.3 If the Senior Managers are for any reason unable to resolve the Dispute within 28 days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR. To initiate the mediation, a party must serve notice in writing (ADR notice) to the other party to the Dispute, requesting mediation. A copy of the ADR notice should be sent to CEDR.

31.4 The commencement of mediation shall not prevent the parties commencing or continuing court proceedings in relation to the Dispute under Clause 32.

32 Governing law and jurisdiction

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. Subject to clause 31, each party submits to the exclusive jurisdiction of the courts of England and Wales.

Schedule 1 – Definitions

1. Definitions

1.1 The definitions below shall apply to this Agreement.

Acceptance: Our acceptance of an Order for Deliverables via i) an email specifying that We have accepted the Order, ii) the signing of an Order Form by us or iii) Our performance pursuant to the Order;

Account: Your account with Us, typically administered via the Platform by the Authorised User through which You can manage the Deliverables and associated Data;

Addendum: any addendum provided by Us from time to time relating to the Deliverables and Your access and/use of them;

Additional Terms: the additional terms, if any, that We issue from time to time relating to specific Deliverables including those attached to these Master Terms;

Agreement: has the meaning set out in clause 1.1;

API: Our application programming interface, which allows the Platform to interface with the Customer System and/or third party systems;

Applicable Law: all applicable laws, enactments, rules, regulations, orders, regulatory policies, regulatory permits and licences, and any mandatory instructions or requests of a regulator applicable to the provision of the Deliverables including The Consumer Credit Acts 1974 and 2006; The Data Protection Act 2018; The Representation of the People (England and Wales) Regulations 2001; The Financial Services and Markets Act 2000 (Money Laundering Regulations 2001); Rules made by the Steering Committee on Reciprocity; and The Guide to Credit Scoring 2000;

Authorised Users: those employees, agents and contractors who are authorised by You to manage Your Account;

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

Change Process: the process set out in **Clause 25** whereby this Agreement and/or the Deliverables may be varied from time to time;

Charges: the price(s) to be paid by You for the Deliverables together with any other fees and charges that We may agree with You from time to time;

Master Terms: these terms and conditions including any Schedule attached;

Consultancy Services: the consultancy services, if any, We agree to provide to You and as further detailed in the Order Form;

Consultancy Terms: the Additional Terms for Consultancy Services agreed between the parties together with any applicable SOW;

Credas Data: the Data comprised in the Deliverables (as applicable) or their output collected or provided by Us;

Confidential Information: all confidential information (however recorded or preserved) disclosed by a party or its employees, officers, representatives, advisers or subcontractors who need to know the confidential information in question for the Permitted Use (**Representatives**) to the other party and that party's Representatives in connection with this Agreement, which is either labelled as such or else which should reasonably be considered as confidential because of its nature and the manner of its disclosure;

Custom Element: a product or service that We have developed specifically for You according to an applicable SOW. For the avoidance of doubt a Custom Element may contain both Custom Elements and elements owned by Us;

Customer Data: the data inputted by You, Your Authorised User(s), Users or any third party acting on Your behalf, or by Us acting on Your behalf for the purpose of accessing the Platform, using the Software and obtaining the benefit of the Deliverables;

Customer Product: any product, software or service provided by the Customer to other third parties;

Customer System: any information technology system or systems owned or operated by You to which Credas Data is uploaded to and from the Platform;

Data: any data or information, in whatever form including images, text, graphics, video and sound recordings;

Data Protection Legislation: UK Legislation and any other directly applicable European Union regulation relating to privacy and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data and the privacy of electronic communications;

Deliverables: the products, Software, Data (including Credas Data), services and Materials that We expressly agree to provide to and as further detailed on the Order Form;

Data Provider: a third party whose data, information, software or other material is supplied as part of Deliverables (or their output);

Effective Date: shall be as set out Order Form or upon the creation of Your Account, whichever is the earlier;

Initial Period: the period set out in the relevant Order Form;

IPR: all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

Legislation: any statute, statutory provision or subordinate legislation or any mandatory rules or guidance issued by any regulatory body having or asserting jurisdiction over the applicable party,

including all Applicable Laws, ordinances, codes, regulations, standard and judicial or administrative orders, including those of the United Kingdom, the EU and if applicable the United States;

Licence: the licence granted in **clause 15.7;**

Loss: any demand, contribution, claim, action, proceeding, liability, loss, damage, costs, expenses, tax, national insurance contributions and charges and any related penalties, fines or interest whatsoever whether founded in statute, contract, tort or otherwise made or brought against or incurred (including all losses, liabilities, settlements and compensation and costs incurred as a result of defending or settling any claims);

Mandatory Policies: Our business policies and codes as advised to You by Us from time to time and as may be amended by notification to You from time to time;

Materials: any hardware, Software or documents or other materials supplied by Us under this Agreement;

Order: Your order for the Deliverables as detailed in the applicable Order Form;

Order Form: the order form setting out the required Deliverables, Charges and any Overriding Terms;

Overriding Terms: those terms that are set out on the Order Form that the parties agree shall override and vary these Master Terms and Additional Terms as applicable;

Permitted Use: the purpose of exercising or performing the relevant party's rights and obligations under this Agreement;

Platform: any information technology system or systems owned or operated by Us, including Our cloud computing and runtime environments, from which Credas Data is to be uploaded to or accessed by You, Your Authorised User(s), Users or the Customer System;

Platform Terms: the additional terms supplied by Us from time to time that apply to You, Your Authorised User(s) or Users of the Platform;

Purpose: the business purposes for which You, Your Authorised Users and/or Users are utilising the Deliverables;

Release: new versions of or enhancements, upgrades or fixes to the Deliverables that We have released into a production environment;

Renewal Period: as defined in Clause 17.1;

Security Event: an event where the Deliverables is accessed (a) without authorisation using Your or a User's Security Features, user IDs and/or through Our or the Customer's Systems; (b) lost by You or your Users; or (c) as a result of Your breach of this Agreement or a breach by You, or an Authorised User or User of the Platform;

Security Feature: any security feature including any key, PIN, password, token or smartcard;

Software: any software, platform or application provided by Us (including the Platform and API) to enable the Deliverables to be used and including any Releases;

Specification: the functionality and performance specifications for the relevant Deliverables (where applicable);

SOW or **Statement of Work**: means a statement of work which sets out the requirements, terms and timescales, costs and charges in respect of any bespoke work We agree to undertake for You;

Support: the support, if any, to be provided to You by Us as part of the Deliverables and identified in the Order Form;

Support Policy: Our support policy from time to time in force setting out the nature and terms of Support, including;

Trade Marks: the trade marks (if any) identified in the Order Form together with any further trademarks that a party may permit or procure permission for the other to use by notice in writing;

Term: the Initial Period and any Renewal Periods;

Third Party Supplier: the supplier or licensors of any components of the Deliverables;

UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including but not limited to, the UK GDPR, the Data Protection Act 2018 (and regulations made thereunder), and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended;

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018;

User: any end-user of the Deliverables who is authorised by the Customer, acting through an Authorised User, and who is subject to the Platform Terms.

Schedule 2 – Data Protection Provisions

1.1 The terms Data Subject, Personal Data, process, processing, transfer (in the context of transfers of Personal Data) and technical and organisational measures shall have the meanings set out in and otherwise be interpreted in accordance with the Data Protection Legislation.

1.2 Both parties will comply with all applicable requirements of the Data Protection Legislation.

1.3 Both parties represent and warrant to the other that it has the right to collect, process and use the Personal Data for the purpose(s) of providing or receiving the Deliverables and/or Customer Data (as applicable) and that before it provides any Personal Data to the other party, it shall:

a. make due notification to any relevant regulator including its use and processing of Personal Data;

b. ensure it is not subject to any prohibition or restriction which would prevent or restrict it from disclosing, processing or transferring the Personal Data to the other party, as required under this Agreement;

c. ensure that all required notices have been given and, as applicable, all required authorisations or consents have been obtained, and are sufficient in scope to enable each party to this Agreement to process the Personal Data as required in order to obtain the benefit of its rights, and to fulfil its obligations, under this Agreement.

1.4 Unless otherwise specified in any Additional Terms or Overriding Terms, We will handle, process and retain Your Personal Data in accordance with the terms of our Privacy Notice. Where Personal Data is processed by our sub-contractor, Credas Technologies Ltd. ("Credas"), such processing will be performed in accordance with Credas' Privacy Policy.

1.5 Each party shall co-operate in a timely manner with the other party and provide such information and assistance as the other party may reasonably require to enable the other party to:

a. comply with its obligations under Data Protection Legislation in respect of the Personal Data shared under this Agreement; and

b. deal with and respond to all investigations and requests for information relating to the Personal Data processed under this Agreement from the relevant Data Subject or from a relevant regulator.

1.6 To the extent that We act as a processor of Personal Data of Customer Data on Your behalf under this Agreement, We shall process such Personal Data in accordance with the following. We shall

a. implement appropriate technical and organisational measures in such a manner that processing will meet the requirements of the Data Protection Legislation and ensure the protection of the rights of the Data Subject;

b. not engage another processor without Your prior specific or general written authorisation. You authorize Us to engage the sub-contractors listed in Appendix 1 for the processing of Personal Data. We shall inform You of any intended changes

concerning the addition or replacement of other processors, thereby giving You the opportunity to object to such changes;

c. process such Personal Data only on Your instructions, including with regard to transfers of personal data to a third country or an international organisation, unless required to do so by the Data Protection Legislation governing such personal data; in such a case, We shall, unless prohibited by law, inform You of that legal requirement before processing;

d. ensure that persons authorised to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

e. take all measures required pursuant to Article 32 of the UK GDPR;

f. (taking into account the nature of the processing), assist You by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of Your obligation to respond to requests for exercising the Data Subject's rights laid down in Chapter III of the UK GDPR;

g. assist You in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the UK GDPR taking into account the nature of processing and the information available to Us;

h. at Your choice, delete or return all the Personal Data to You after the end of the provision of services relating to processing and delete existing copies unless Applicable Law requires storage of the Personal Data;

i. make available to You all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the UK GDPR and allow for and contribute to audits, including inspections, conducted by You or another auditor mandated by You (which shall not be a competitor to Us). The rights set out in this Clause are subject to (i) the execution of appropriate confidentiality undertakings; (ii) conducted no more than once per year unless a demonstrated reasonable belief of non-compliance with this Agreement has been made, upon thirty (30) days written notice and having provided a plan for such review; and (iii) conducted at a mutually agreed upon time and in an agreed upon manner which shall not unreasonably interfere with Our business operations;

j. immediately inform You if, in Our opinion, an instruction from the You to Us infringes the Data Protection Legislation;

k. to the extent legally permitted, promptly notify You of any Data Subject requests received by Us and reasonably cooperate with You to fulfil Your obligations under the Data Protection Legislation in relation to such requests. You shall be responsible for any reasonable costs arising from Our assisting You to fulfil such obligations.

l. notify You without undue delay after becoming aware of a personal data breach and shall reasonably respond to Your request for further information so that You may fulfil Your obligations under Articles 33 and 34 of the UK GDPR.

m. ensure that, to the extent that any personal data originating from the UK or European Economic Area (EEA) is transferred to a country or territory outside the UK

or EEA that has not received a binding adequacy decision by the European Commission or a competent national data protection authority, such transfer will be subject to appropriate safeguards that provide an adequate level of protection in accordance with the Data Protection Legislation.

n. process the Personal Data in accordance with the following:

- Subject-matter and duration of processing: as defined in this Agreement and in Credas' Privacy Notice and for the term of this Agreement.
- Nature and purpose of the processing: as set out in this Agreement and in Credas' Privacy Notice.
- Types of Personal Data: as set out in Credas' Privacy Notice.
- Categories of Data Subjects: as set out in Credas' Privacy Notice.

1.7 You acknowledge and accept that our sub-contractor, Credas, uses automated decision-making processes in order to carry out identity verification. We are not responsible for any additional checks including human intervention.

1.8 Where We engage another processor for carrying out specific processing activities on Your behalf, the same data protection obligations as set out in this Agreement shall be imposed on that other processor by way of a contract or other legal act under Data Protection Legislation.

1.9 Notwithstanding anything to the contrary, Credas acts as a data controller in relation to the Credas Data that it controls, including the data that constitutes Personal Data. You shall comply with the obligations set out in paragraph 1.6 above, in relation to such Credas Data, and the clauses shall be interpreted as applying to each party accordingly.

1.10 You agree that You shall not permit any of Your group companies, operations, businesses, employees, agents or representatives located outside the UK and/or EEA to access the Deliverables unless it has entered into UK and/or EEA (as applicable) approved Standard Contractual Clauses or other appropriate safeguards as described in the Data Protection Legislation.

1.11 On expiration or termination of this Agreement, both parties shall delete or return Personal Data in accordance with any terms and timelines set forth in this Agreement, unless Data Protection Legislation, or other Legislation, requires storage of the Personal Data.

1.12 We may engage other processors for the processing of Personal Data relating to You and Your clients. We shall maintain a list of such processors, which is available upon request, which We may update from time to time.

1.13 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, We and You shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including inter alia as appropriate:

a. the pseudonymisation and encryption of Personal Data;

b. the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;

c. the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; and

d. a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

1.14 In assessing the appropriate level of security, account shall be taken in particular of the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed.

1.15 You shall indemnify and hold Us harmless on demand against loss, damage, expenses (including legal expenses) and liability suffered and expenses incurred by Us resulting from any claims made by third parties as a result of breach by You of Your obligations under Data Protection Legislation or this paragraph 1.

Additional Terms: Platform Terms and Conditions

PLEASE READ THESE LICENCE TERMS CAREFULLY

BY PROCEEDING TO USE THE PLATFORM YOU AGREE TO THESE TERMS WHICH WILL BIND YOU.

IF YOU DO NOT AGREE TO THESE TERMS, DO NOT PROCEED.

Version History

Version	Date	Amendment
1.0	08/05/2024	Initial Terms

Who we are and what this agreement does

We are Dye & Durham (UK) Limited, company number 06029390, with a registered address of 9th Floor The Point, 37 North Wharf Road, London, United Kingdom, W2 1AF (“D&D UK”, "We", "Our", "Us").

This agreement licenses you, a licensed and regulated conveyancer or law firm, ("You", "Your") to use:

- the Dye & Durham Onboarding and any updates or supplements to it;
- the service you connect to via the Platform and any content we provide to you through it (collectively the “Platform”) as permitted in these terms.

Privacy

Whilst we have implemented the strictest security measures and highest level of encryption technology into the Platform (further details contained in the Credas Privacy Notice), please be aware that internet transmissions are never completely private or secure and that any message or information you send using the Platform potentially may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

Browser requirements

The Platform can be used on the latest versions of Chrome, Edge, Safari, and Firefox.

Contacting Us

If you want to learn more about the Platform, please visit Credas’ website: www.credas.com.

If you have privacy-related enquiries, please contact privacy.officer@dyedurham.com.

How you may use the Platform

In return for your agreeing to comply with these terms you may:

- use any documentation to support your permitted use of the Platform.

You may not transfer the Platform to someone else.

We are giving you personally the right to use the Platform as set out above. You may not otherwise transfer the Platform to someone else, whether for money, for anything else or for free.

Changes to these terms

We may need to change these terms to reflect changes in law or best practice or to deal with additional features which we introduce.

Updates to the Platform

From time to time we may automatically update the Platform to improve performance, enhance functionality, reflect changes to the operating system or address security issues.

The Platform will always work with the current or previous version of the browser (as it may be updated from time to time).

Licence restrictions

You agree that you will:

- not rent, lease, sub-license, loan, provide, or otherwise make available, the Platform in any form, in whole or in part to any person without prior written consent from us;
- not copy the Platform, or documentation, except as part of the normal use of the Platform or where it is necessary for the purpose of back-up or operational security;
- not translate, merge, adapt, vary, alter or modify, the whole or any part of the Platform, nor permit the Platform or any part of it to be combined with, or become incorporated in, any other programs, except as necessary to use the Platform on devices as permitted in these terms;
- not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Platform.

Acceptable use restrictions

You must:

- not use the Platform in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the Platform, or any operating system;
- not infringe our intellectual property rights or those of any third party in relation to your use of the Platform, (to the extent that such use is not licensed by these terms);
- not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the Platform;
- not use the Platform in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- not collect or harvest any information or data from any of our systems or attempt to decipher any transmissions to or from the servers containing information.

Intellectual property rights

All intellectual property rights in the Platform throughout the world belong to us (or our licensors) and the rights in the Platform are licensed (not sold) to you. You have no intellectual property rights in, or to, the Platform other than the right to use it in accordance with these terms.

Our responsibility for loss or damage suffered by you

If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking these terms or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you accepted these terms, both we and you knew it might happen.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.

If defective digital content that we have supplied damages a device or digital content belonging to you, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

We are not liable for business losses. If you use the Platform for any commercial, business or resale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

The Platform is provided for general information only. It does not offer advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of information obtained from the Platform. Although we make reasonable efforts to update

the information provided by the Platform, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date.

We recommend that you back up any content and data used in connection with the Platform, to protect yourself in case of problems with the Platform.

The Platform has not been developed to meet your individual requirements. Please check that the facilities and functions of the Platform meet your requirements.

We are not responsible for events outside our control. If our provision of or support for the Platform is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event but if there is a risk of substantial delay you may contact us to end your contract with us.

We may end your rights to use the Platform if you break these terms

We may end your rights to use the Platform at any time by contacting you if you have broken these terms in a serious way. If what you have done can be put right, we will give you a reasonable opportunity to do so.

If we end your rights to use the Platform:

- you must stop all activities authorised by these terms, including your use of the Platform.

We may cease providing you with access.

We may transfer this agreement to someone else

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

You need our consent to transfer your rights to someone else

You may only transfer your rights or your obligations under these terms to another person if we agree in writing.

No rights for third parties

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. If a court finds part of this contract illegal, the rest will continue in force.

Laws

Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

These terms are governed by English law, and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland, you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

Additional Terms: Credit Usage

1. Credit Usage

1.1 For the purposes of this paragraph 1, the following terms shall mean as follows:
Credit: has the meaning set out in paragraph 1.2 below;
Verification Request: a request made by You, an Authorised User or Your User(s) via the Platform to undertake various checks with the aim of verifying a document or identity.

1.2 You shall pay Us the Charges for Credits that shall be utilised as payment for each Verification Request and ancillary services that You request Us to perform as part of the provision of the Deliverables. This will be charged on a per Verification Request basis in accordance with this paragraph 2 and the Platform.

1.3 We may periodically amend the value of Credits; however such changes shall not apply retrospectively.

1.4 Each Credit entitles You to one identity or document Verification Request. Any Credits that have not been utilised to undertake a Verification Request or ancillary services shall expire after 12 months from purchase. For the avoidance, a Credit is charged for each and every document verification.

1.5 If You elect to send out an invitation to Users via SMS text message, We shall charge 0.1 Credit for each SMS text message sent.

1.6 Any invitations to Users sent out via email, shall be sent free of charge.

Additional Terms: Reseller

1. Reseller

1.1 For the purposes of this **Paragraph 1** the following terms shall mean as follows:

- **Combined Products**: (where applicable) the combination of Deliverables (or their output) with the Customer Products as developed, marketed and licensed by You to Your customers;

- **Flow Down Terms**: those terms that may be specified by Us from time to time, whether or not Our terms or Additional Terms of a Third Party Supplier that We require a Reseller to include in its contractual relations with its customers and/or Users;

- **Reserved Customers**: those customers who are reserved to Us who shall be notified to You from time to time.

1.2 Where the parties have agreed a Reseller model (as identified in an Order Form) then the terms of this paragraph 1 shall apply.

1.3 We shall appoint You as Our non-exclusive distributor of the Deliverables identified in the Order Form for resell during the Term.

1.4 Whilst appointed as a distributor of the Deliverables, You may describe yourself as an "Authorised Value-Added Reseller" of the Deliverables but shall not represent yourself as an agent of Ours for any purpose, nor pledge Our credit or give any condition or warranty or make any representation on Our behalf or commit Us to any contracts. Further, You shall not without Our prior written consent make any representations, warranties, guarantees or other commitments with respect to the specifications, features or capabilities of the Deliverables that are inconsistent with those contained in the promotional material supplied by Us or otherwise incur any liability on behalf of Us.

1.5 You shall only resell the Deliverables in accordance with the Permitted Use.

1.6 Your appointment under this paragraph 1 only grants to You a licence to distribute the Deliverables in accordance with this Agreement only, and does not transfer any right, title or interest to any such Deliverables or their output to You or Your customers. Use of the terms "sell", "license", "purchase", "licence fees" and "price" shall be interpreted in accordance with this paragraph.

1.7 Where We have permitted You to resell Our Deliverables under a bespoke engagement where You are permitted to white label or otherwise are permitted to combine Our Deliverables with Your products, You must comply with the following restrictions, You:

a. agree that Flow Down Terms may apply to this Agreement and that You shall include reasonable Flow Down Terms in Your contract with Your customers and/or Users that We may mandate from time to time;

b. shall not circumvent or remove any Trade Mark or branding;

c. shall promptly notify us of any circumstance that might reasonably affect Your ability to resell the Deliverables or which might reasonably be consider to potentially

affect Our ability to provide the Deliverables to You, including any criminal or regulatory investigation or sanction, any conviction involving dishonesty;

d. shall not sell the Combined Products or Deliverables to or proactively engage with, the Reserved Customers, unless otherwise directly agreed by Us in writing.

1.8 If any third party requests to use Deliverables as a reseller from You, You shall direct them to Us.

1.9 We reserve the right to sell the Deliverables directly to all customers and other resellers.

1.10 Each party agrees to deal with the other in good faith.

1.11 You agree to permit such access to Your records, premises and staff to enable Us to verify Your compliance with this Agreement.

UK Credit Header Datasets

Checks relating to UK Credit Header (ID Number 100256-100262, 200304, 200350-200351) and Bank Account Verification (ID Number 100247)

1.12 The Data used to provide UK Credit Header Datasets is provided by Our Data Provider. You agree that You will not share the Data with recipients who are:

a. adult entertainment services of any kind (with the exception of identity and age verification services);

b. companies that handle physical third part possession;

c. companies that locate missing children;

d. dating services;

e. massage services;

f. tattoo services;

g. companies that charge advance fees for debt or mortgage assistance relief (excluding refinancing of a dwelling loan or services offered by lawyers);

h. private investigation or detective services (excluding assisting with pre-employment services with written consent);

i. credit repair clinics or any type of company involved in credit repair.

1.13 You acknowledge and accept that Our Data Provider obtains certain information from a credit reference agency. The current credit reference agency is Equifax. Equifax is a Credit Reference Agency and in utilising their services, You are required by Equifax to include a link to the Credit Reference Agency Information Notice (commonly known as “CRAIN”) as set out below within their own fair processing notice or provide an off-line route to access information about CRAIN, such as printed copies. The CRAIN notice link is as follows https://www.equifax.co.uk/crain/

Checks relating to UK Credit Bureau (ID Number 201156)

1.14 The Data used to provide UK Credit Bureau Dataset is provided by Our Data Provider who in turn obtain this from Experian Ltd. You agree that you will not share any Data with recipients who are competitors of Experian Ltd (**Experian Competitors**). A list of Experian Competitors are listed below:

a. TransUnion Information Group Limited;

b. Equifax Limited;

c. LexisNexis Risk Solutions;

d. Dun & Bradstreet Limited;

e. Creditsafe Business Solutions Limited;

f. TruNarrative Ltd;

g. Provenir (UK) Limited.

1.15 Reference to Experian Competitors includes any company which is in relation to such named Experian Competitor, as 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 (a **Group Company**).

1.16 In addition to the list set out in clause 1.14 and clause 1.15, You must not share Data to recipients with the following reserved companies (**Reserved Companies**):

a. Clearpay Finance;

b. Hillside (Sports) GP Limited aka Bet365;

c. Apple Distribution International aka Apply Computer (UK) Ltd;

d. A1 Comms Ltd;

e. RBS Group;

f. Nespresso UK Ltd;

g. Screwfix Direct Ltd;

h. Lloyds Banking Group;

i. Barclays;

j. HSBS;

k. Newcastle Building Society.

1.17 Reference to Reserved Companies includes any Group Company.

1.18 You shall provide their services only from within the United Kingdom and Ireland.

1.19 You acknowledge and accept that Our Data Provider obtains certain information from a credit reference agency. The current credit reference agency is Experian. Experian is a Credit Reference Agency and in utilising their services, You are required by Experian to include a link to the Credit Reference Agency Information Notice (commonly known as "**CRAIN**") as set out below within their own fair processing notice or provide an off-line route to access information about CRAIN, such as printed copies. The CRAIN notice link is as follows https://www.experian.co.uk/crain/

2. Bespoke

Where We have agreed to enter into a bespoke agreement in respect of the Deliverables then the parties shall agree the terms and specifics of the engagement in a Statement of Work.

3. White label

- 3.1 We agree to permit You to use your Trade Marks on the Platform on the following terms:

    a. clause 15.11 shall be amended to include a new 15.11.c as follows:

        - any claim that Your use of Your Trade Marks on the Platform is infringing the rights of any third party.

    b. We shall be entitled to remove, move or hide any Trade Mark that We believe breaches any terms of this Agreement including this section 3;

    c. clause 15.13.b. shall be amended so that any reference to "Customer Data" shall include Trade Marks;

    d. Your use of the Trade Marks on the Platform is subject to Our prior approval in terms of location, size and image quality;

    e. You shall be responsible for any additional charges agreed between Us in respect of the design of the Platform to accommodate Your Trade Marks;

    f. You shall promptly provide us with all images in respect of the Trade Marks as We may request including providing the same in such format and quality as We may stipulate;

    g. You will notify Us of any changes in the Trade Marks as soon as reasonably possible;

    h. notwithstanding the use of Your Trade Marks on the Platform, You will not amend, remove or hide any Trade Mark or notice that is included in the Platform in respect of our ownership or rights in respect of the same.

Additional Terms: PEPs and Sanctions

These terms apply when you use our service to carry out checks relating to PEPs, Sanctions, Persons of Interest, Disqualified Directors, Insolvency, Regulatory Enforcement Lusts and Reputational Risk Exposure.

1.1. You acknowledge that (a) the Database and the Data are licensed to you, not sold: (b) you obtain no ownership of the Database and the Data;

1.2. You acknowledge that you shall have no right (and shall not permit any third party) to adapt, reverse engineer, decompile, disassemble, modify or make error corrections to the Database and the Data.

1.3. Dye & Durham's liability will be limited in accordance with the Master Terms.

Credas+

Credas+ is an ancillary remediation service that includes, where necessary, human remediation for the following components ("**Deliverables**"):

- Liveness;
- Politically exposed persons (PEPs) alerts;
- Associates of PEPs alerts; and
- Sanctioned individual alerts.

Remediation is carried out in accordance with prescribed processes which can be provided to you upon request.

The service provides the subscriber with the following indemnity:

1. In respect of any Deliverables that are subject to the Credas+ service, We warrant that we will follow the Process Flows ("Processes"), provided to You on request, to check the accuracy of the Deliverables. Subject to the remainder of this paragraph, we will indemnify you against regulatory fines by His Majesty's Revenue and Customs ("**HMRC**") incurred as a consequence of our breach of the aforementioned warranty ("**Indemnity Claim**").

2. We will not be liable to you under paragraph 1 above for any failure by Us to comply with the warranty to the extent that such failure arose as a consequence of your acts or omissions including the provision of inaccurate information.

3. In the event of any Indemnity Claim under paragraph 1 above, You agree:

4. to promptly give Us notice of such claim, specifying the nature of the Indemnity Claim in reasonable detail;

5. provide reasonable co-operation to Us in the defence and settlement of such claim, at Our reasonable expense;

6. that it is in Our absolute discretion to determine what action if any shall be taken in respect of the matter;

7. not to make any admission of liability, agreement or compromise in relation to the claim without the Our prior written consent;

8. that We will have sole control and conduct of the claim.

9. For the purpose of any claim made pursuant to these Additional Terms:

10. clause 5.1b of the main terms shall not apply;

11. clause 16.2 of the main terms shall be amended by adding the words "This clause 16.2 shall not apply to any regulatory fines."

12. Notwithstanding the above, to the fullest extent permitted by law, Our maximum liability to You under this clause shall be limited to Your total spend to Credas in the 12 months preceding the breached warranty.

Ongoing monitoring

Ongoing Monitoring is an ancillary service that includes the ongoing monitoring (repeated daily screening of individuals) for the following components ("**Deliverables**"), where configured as part of a subscription:

- Politically exposed persons (PEPs) alerts;
- Associates of PEPs alerts;
- Sanctioned individual alerts;
- Adverse media alerts;
- Law enforcement alerts; and
- Disqualified director alerts

Ongoing monitoring is enabled for a period of six months by default, after which it will lapse.

Should you wish to continue ongoing monitoring for an individual after the period has lapsed, you are able to do so for the same fee as stipulated in the Commercial Terms Sheet.

Fraud Database

You acknowledge and agree that:

(i) the Services may include the sending of identity documents to a Fraud Database Service Provider and the Fraud Database Service Provider may retain identity documents that are suspected to be fraudulent for the purpose of identifying fraud in the future;

(ii) the Services are based on information that was not collected, in whole or in part, for the purpose of serving as a factor in establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family or household purposes, employment, or any other similar purpose. Accordingly, You shall not (and shall ensure Your Authorised Users shall not) use any Services as part of Your decision-making process for determining a consumer’s eligibility for credit, insurance or any other similar purpose.

Appendix 1: Authorized Sub-Contractors

Sub-Contractors of Dye & Durham (UK) Limited	**Purpose**
Credas Technologies Ltd.	To issue verification check invitations and perform the checks outlined below.
Sub-Contractors of Credas Technologies Ltd.*	**Purpose**
Acuris Risk Intelligence Limited	To perform politically exposed person status checks To perform sanctioned person status checks
Cifas	To perform identity fraud checks
FreshWorks Inc	To store and handle query/complaint tickets
GB Group Plc	To perform mortality checks To perform bank account checks To perform adverse credit checks To perform electronic proof of address checks
HM Land Registry	To perform property ownership checks
Microsoft Limited	To perform biometric facial checks
Onfido Ltd	To perform document authenticity checks To perform biometric facial checks To perform identity fraud checks
TxtLocal Ltd	To issue sms verification check invitations
Twilio Inc	To issue email and/or sms verification check invitations
Yapily Ltd	To perform open banking checks

*Credas may update its list of providers from time to time, and You agree to the then-current list as published at Privacy Notice - Credas.