

EXPERIAN LIMITED: CORE TERMS AND CONDITIONS OF PURCHASE

1. APPLICATION OF THESE TERMS

- 1.1. The conditions comprised in this Agreement are the only conditions upon which Experian is prepared to deal with the Supplier and they shall govern the Agreement to the entire exclusion of all other terms or conditions.
- 1.2. Each Purchase Order from Experian to the Supplier shall be deemed an offer by Experian to purchase the Goods and/or Services subject to the terms and conditions of this Agreement. No Purchase Order shall be accepted until the Supplier accepts the offer either expressly by giving notice of acceptance, or impliedly by fulfilling the Purchase Order (in whole or in part).
- 1.3. This Agreement shall be effective from the date set out in the Schedule or if there is no Schedule the date upon which the Supplier accepts the offer in accordance with clause 1.2.

2. ENTIRE AGREEMENT

- 2.1. This Agreement sets out all the terms agreed between the parties relating to the subject matter of this Agreement and supersedes any previous agreement between the parties relating to the same subject matter.
- 2.2. Neither of the parties shall be bound by, or liable to the other party for, any representation, promise or inducement (other than fraudulent misrepresentations) made by any agent or person on behalf of such party that is not contained in this Agreement.
- 2.3. No variation of this Agreement (or of any of the documents referred to in it) shall be valid unless it is either:
 - 2.3.1. In writing and signed by or on behalf of each of the parties by an authorised signatory; or
 - 2.3.2. An electronic communication from Experian's electronic procurement system with the sender identified as "purchasing.admin@uk.experian.com" and expressly stating such communication to be contractually binding

3. LAW AND JURISDICTION

- 3.1. This Agreement and all matters arising out of it shall be governed by, and construed in accordance with, the laws of England and Wales.
- 3.2. If any disputes arise out of, under or in connection with this Agreement, the parties agree that such disputes shall be dealt with exclusively by the English courts.

4. INTERPRETATION

- 4.1. In this Agreement:
 - 4.1.1. Any reference to a statutory provision includes a reference to any modification or re-enactment of it from time to time;
 - 4.1.2. References to clauses and schedules are to the clauses of and the Schedule to this Agreement and references to paragraphs, sections and parts of schedules are to the paragraphs, sections and parts of the Schedule;
 - 4.1.3. References to any gender includes any other gender and the singular includes the plural and vice versa;
 - 4.1.4. The headings are for ease of reference only and shall not affect the construction or interpretation of this Agreement;
 - 4.1.5. Words beginning with capital letters are intended to have the meaning given to them either in these Terms and Conditions or in the Schedule;
 - 4.1.6. Where any matter is to be agreed, such agreement must be recorded in writing;
 - 4.1.7. Wherever the words "including", "include", "includes" or "included" are used they shall be deemed to be followed by the words "without limitation" unless the context otherwise requires.
- 4.2. If there is any conflict or inconsistency between the various documents forming this Agreement, the following order of precedence shall apply to the extent of any conflict or inconsistency (the first mentioned documents prevailing over the later mentioned documents):
 - 4.2.1. The relevant signature sheet;
 - 4.2.2. The Purchase Order;
 - 4.2.3. The Schedule;
 - 4.2.4. These Terms and Conditions.

- 4.3. All rights and remedies referred to in this Agreement are cumulative and not to the exclusion of other rights and remedies available under or in connection with this Agreement, unless such rights and remedies are said to be a party's sole or only right or remedy.

5. EXPERIAN MATERIALS

- 5.1. All materials including any drawings, designs, patterns, samples, specifications and photographs (including the Description)(any of which may be in electronic form) made available by Experian to the Supplier in

connection with this Agreement shall be and remain the property of Experian and the Supplier shall: -

- 5.1.1. Keep those materials in good order and condition and indemnify Experian against any and all loss or damage to them;
- 5.1.2. Use those materials only for the purposes of this Agreement; and
- 5.1.3. Return those materials carriage paid to Experian upon Experian's request at any time or if no request is made upon completion of this Agreement.

6. PROPERTY AND RISK

- 6.1. The property and the risk in the Goods shall pass to Experian only upon the acceptance thereof by Experian and after any inspection that Experian wishes to perform.
- 6.2. The property in Goods purchased or allocated by the Supplier for the purpose of this Contract or any work done thereon shall immediately pass to Experian where advance payment or progress payments have been or are being made by Experian.

7. WARRANTIES

- 7.1. Without prejudice to any other right or remedy available to Experian, the Supplier warrants, represents and undertakes to Experian that:
 - 7.1.1. It has the full power and authority to enter into this Agreement;
 - 7.1.2. It has obtained and will continue to hold all necessary licences, consents, permits and agreements required for the provision of the Goods and Services and the exercise by Experian of the rights granted by the Supplier to Experian under this Agreement;
 - 7.1.3. All Goods supplied by the Supplier shall be of the best quality and fit for any purpose held out by the Supplier or made known to the Supplier by Experian;
 - 7.1.4. The Goods will be free from defects in design, material and workmanship and will correspond in all respects with the Description;
 - 7.1.5. The Services will be performed by appropriately qualified and trained personnel with due care and skill and to the highest possible standard;
 - 7.1.6. It will comply with the Timetable.

- 7.2. If Experian so requires, the Supplier will submit samples of each item of Goods to Experian for approval at no charge to Experian and no liability will be accepted by Experian to pay for any Goods produced before the approval of samples.

- 7.3. Experian shall be entitled to inspect the Goods during manufacture or the carrying out of the Services, as the case may be. In the case of Goods while in the Supplier's possession and on delivery, neither such inspection nor any written failure to reject the Goods shall constitute or imply acceptance of the Goods by Experian.

8. CONFIDENTIALITY

- 8.1. Each party shall, in respect of the Confidential Information for which it is the recipient;
 - 8.1.1. Keep the Confidential Information strictly confidential and not disclose any part of such Confidential Information to any person except as permitted by or as required for the performance of the recipient's obligations under this Agreement;
 - 8.1.2. Take all reasonable steps to prevent unauthorised access to the Confidential Information;
 - 8.1.3. Not use the Confidential Information other than for the purposes set out in this Agreement.
- 8.2. The parties may disclose the Confidential Information to, and allow its use in accordance with this Agreement by, the following (as long as the conditions in clause 8.3 are met):
 - 8.2.1. Employees and officers of the recipient who necessarily require it as a consequence of the performance of the recipient's obligations under this Agreement;
 - 8.2.2. The recipient's auditors and professional advisors solely for the purposes of providing professional advice and any other persons or bodies having a legal right or duty to have access to, or knowledge of, the Confidential Information in connection with the business of the recipient;
 - 8.2.3. In the case of Experian being the recipient, agents and sub-contractors of Experian who necessarily require it because of the performance of Experian's obligations under this Agreement, and Experian Group Companies;
 - 8.2.4. In the case of the Supplier being the recipient, agents and sub-contractors of the Supplier who necessarily require it because of

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- the performance of the Supplier's obligations under this Agreement.
- 8.3. As a condition of the rights set out in clause 8.2 the party wishing to exercise the rights must
- 8.3.1. Ensure that any party to whom it discloses Confidential Information is under an obligation of confidentiality in relation to such Confidential Information; and
- 8.3.2. Procure that such persons observe the restrictions in this clause 8.
- 8.4. The restrictions in clause 8.1 do not apply to any information to the extent that it:
- 8.4.1. Is or comes within the public domain other than through a breach of clause 8.1; or
- 8.4.2. Is in the recipient's possession (with full right to disclose) before receiving it from the other party; or
- 8.4.3. Is lawfully received from a third party (with full right to disclose); or
- 8.4.4. Is independently developed by the recipient without access to or use of the Confidential Information.
- 9. PUBLICITY**
- 9.1. The Supplier shall not make use of Experian's name or the name of any of Experian's customers (including without limitation in any press release or statement) without the prior written consent of Experian's Head of Procurement and/or Public Relations Director.
- 10. COMPLIANCE WITH STATUTES**
- 10.1. The Supplier further warrants, represents and undertakes that:-
- 10.1.1. The design, construction and quality of the Goods comply fully with all relevant statutory enactments and regulations in force from time to time;
- 10.1.2. The sale or use of the Goods or Services by Experian will not infringe any Intellectual Property Rights of any third party;
- 10.1.3. It has complied with the provisions of the Consumer Protection Act 1987
- 10.1.4. It has carried out (and documented if appropriate) all tests, inspections and investigations in order to discharge the Supplier's responsibilities as manufacturer or importer or supplier;
- 10.1.5. Agrees to make the documentation referred to in clause 10.1.4 (including certificates verifying the same) available upon reasonable notice to Experian;
- 10.1.6. Forthwith upon the Supplier becoming aware of any defects whatsoever in the Goods and/or Services, the Supplier will immediately notify Experian with all due expedition and confirm the same in writing to Experian within 3 days.
- 10.2. Without prejudice to any other provision of this Agreement the Supplier hereby undertakes to indemnify and keep Experian indemnified from and against:-
- 10.2.1. Any and all loss, damage, liability, costs or expenses which Experian may suffer or incur by reason of any breach of any of the warranties contained in clause 10.1;
- 10.2.2. Any claims which may be made against Experian in respect of death or personal injury or any loss of or damage to property which (whether actually or allegedly) may arise from any defect in the Goods and/ or Services supplied to Experian pursuant to this Agreement (including without limitation under the Consumer Protection Act 1987) and against any demands, claims, penalties, damages, fines, losses, charges, costs, or other expenses including legal expenses incurred in connection therewith whether or not proceedings are brought.
- 10.3. Notwithstanding the provisions of clauses 10.1 and 10.2, the Supplier shall indemnify and keep Experian indemnified against any and all losses, costs, damages, liabilities, claims, demands and expenses suffered or incurred by Experian (including legal expenses reasonably and properly incurred) arising out of any claim brought against Experian by any third party alleging that its Intellectual Property Rights are infringed by the use by Experian of the Goods or Services.
- 11. INTELLECTUAL PROPERTY**
- 11.1. The Supplier shall acquire no rights or interests in any Intellectual Property Rights of Experian by virtue of this Agreement.
- 11.2. The Supplier shall make no use whatsoever of any Intellectual Property Rights of Experian unless authorised in writing to do so by Experian. If and to the extent that Experian so authorises the Supplier, the Supplier warrants, represents and undertakes that it shall:
- 11.2.1. Only use such Intellectual Property Rights as Experian authorises; and
- 11.2.2. Only use such Intellectual Property Rights for the specified purposes that Experian authorises and no other purposes whatsoever; and
- 11.2.3. Comply with the directions from time to time issued by Experian about the use of Experian's Intellectual Property Rights.
- 12. DATA PROTECTION**
- 12.1. Each party undertakes to the other that, in connection with the provision or use of the Services (as appropriate), it will at all times comply with all applicable legislation, regulations, and other rules having equivalent force including the DPA, the Consumer Credit Act 1974, the Financial Services Markets Act 2000 and any subordinate or associated regulations.
- 12.2. In relation to the DPA the parties shall in addition to the general obligations under clause 12.1 and without prejudice to any other provisions of this Agreement:
- 12.2.1. Notify all relevant details of any processing of Personal Data to the Information Commissioner as set out in the DPA and only process such Personal Data in accordance with the terms of its registration under the DPA;
- 12.2.2. Comply with the rights of the individuals to whom the provision of the Goods or Services relates as set out in the DPA.
- 12.3. Each party warrants that it has in place and undertakes to maintain throughout the duration of this Agreement appropriate technical and organisational measures against the accidental, unauthorised or unlawful processing, destruction, loss, damage or disclosure of the other party's software and data and adequate security programmes and procedures to ensure that unauthorised persons do not have access to any equipment used to process such data or on which any such software or data is stored.
- 13. INSURANCE**
- 13.1. The Supplier shall at all times insure and keep itself insured with a reputable insurance company against all liability for which cover is reasonably and commercially available and including:
- 13.1.1. Against all insurable liability under clause 10 and under clause 18; and
- 13.1.2. For personal injury, public liability and professional indemnity risks.
- 13.2. The Supplier shall on request from time to time provide Experian with such evidence of insurance, and payment of premiums in connection therewith as Experian may reasonably require.
- 14. GUARANTEES**
- 14.1. The Supplier shall transfer to Experian any guarantee or similar rights given by any manufacturer or supplier from whom it acquires the Goods. To the extent that such guarantee or similar rights are not transferable, the Supplier undertakes at Experian's request to enforce such guarantee or rights on behalf of Experian or any other party referred to in clause 14.2.
- 14.2. The Supplier consents to Experian transferring any guarantee or similar rights given by the Supplier to Experian in relation to Goods or Services supplied to any other person or company to whom Experian sells hires or disposes of such Goods or Services to the intent that such guarantee or similar right may be enforced against the Supplier not only by Experian but also by any person or company claiming through Experian.
- 15. LIMITS ON LIABILITY**
- 15.1. Experian's liability to the Supplier in respect of any claim for breach of contract, negligence, breach of statutory duty or under any indemnity or otherwise shall be limited as follows:
- 15.1.1. In respect of any claim for personal injury or death caused by Experian's negligence or that of its employees, agents and/or sub-contractors, no limit shall apply;
- 15.1.2. In respect of other claims for personal injury or death however caused and claims for the damage to or loss of tangible property (excluding claims for loss or corruption of, or damage to, data contained on any tangible media), liability shall be limited to £1 million per claim or series of claims arising from any one incident;
- 15.1.3. In respect of any other claim, Experian's liability to the Supplier shall be limited in aggregate to the sums (excluding VAT) paid by Experian to the Supplier under this Agreement in the Agreement Year in which the claim arose.
- 15.2. Neither party shall be liable (including under any indemnity given in this Agreement) for and to the extent that any proceedings, actions, claims or demands arise as a result of:

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- 15.2.1. Use of infringing materials supplied or made by the other;
- 15.2.2. The failure of any product or services supplied by a third party directly to the party making the claim.
- 15.3. Experian shall not be liable for any indirect or consequential loss.
- 15.4. Experian shall not be liable for the following types of financial loss; loss of profits; loss of earnings; loss of business or goodwill; business interruption; even if Experian had notice of the possibility of the Supplier incurring such losses.
- 15.5. Experian shall not be liable for the following types of anticipated or incidental losses; loss of anticipated savings; increase in bad debt; loss of sales or revenue; failure to reduce bad debt; reduction in the value of an asset; even if Experian had notice of the possibility of the Supplier incurring such losses.
- 16. CHARGES**
- 16.1. The price payable for the Goods and/or the Services shall be as stated on the Purchase Order and/or in the Schedule, and unless otherwise stated shall be:
- 16.1.1. Exclusive of any applicable value added tax (which shall be payable by Experian subject to receipt of a VAT invoice); and
- 16.1.2. Inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the goods and any duties or levies payable in connection with the supply of the Goods and/or Services other than value added tax.
- 16.2. Where any supply of the Goods or Services is expressly or by implication made conditional upon the price to be charged by the Supplier being acceptable to Experian, Experian's confirmation that the price is acceptable must be obtained before the Goods are despatched, work commenced or the Services provided.
- 16.3. Experian shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Supplier, whether or not shown on the Supplier's own terms and conditions of supply.
- 16.4. The Supplier shall provide Experian with an invoice for each consignment of Goods or Services together with such advice notes, delivery notes, statements and other documentation as Experian may from time to time specify. In any event all invoices and correspondence (if appropriate) shall include all details required from time to time by HM Customs and Excise for VAT purposes and in-particular the following:
- 16.4.1. Date of supply;
- 16.4.2. The Supplier's name address and VAT registration number;
- 16.4.3. Description sufficient to identify the Goods and/or Services;
- 16.4.4. The purchase order number against which the Goods and/or the Services are being supplied in full including identifying letters;
- 16.4.5. Rate of any agreed discount.
- 17. PAYMENT AND INVOICING**
- 17.1. The Supplier shall submit its invoices to Experian following delivery of the Goods and/or provision of the Services.
- 17.2. Experian will pay for the Goods or Services no later than the last day of the month following the month in which it receives a correct invoice from the Supplier. For the avoidance of doubt, if the Supplier does not include in such invoice the information specified in clause 16.4, then such an invoice will not be correct for the purpose of this clause 17.2 and Experian shall be under no obligation to pay the Supplier until the Supplier has provided such correct invoice.
- 17.3. Experian reserves the right to deduct from or offset against any payment to the Supplier all monies due or becoming due to Experian from the Supplier whether in connection with this Agreement or otherwise.
- 17.4. Failure to comply with the instructions set out in the Purchase Order may delay payment. Such delay will not however affect Experian's rights to any cash discount or other price benefit to be allowed on the price of goods supplied under this Agreement.
- 17.5. No increase in price may be charged (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise howsoever) without the prior consent in writing of Experian.
- 17.6. The Supplier shall have no right to charge interest or any other additional sum on any account outstanding with Experian.
- 17.7. For the avoidance of doubt, time for payment of the Supplier's invoices is not of the essence.
- 18. HEALTH AND SAFETY**
- 18.1. Any Goods supplied or installed under this Agreement shall be so formulated designed constructed finished and packaged as to be safe and without risk to health.
- 18.2. The Supplier agrees before delivery to furnish Experian in writing with a list of any harmful or potentially harmful properties or ingredients in the Goods supplied whether in use or otherwise. Thereafter the Supplier agree to provide further from time to time as appropriate any information concerning any changes in such properties or ingredients.
- 18.3. Experian will rely on the supply of information from the Supplier under clause 18.2 in order to satisfy its own obligations under the Health and Safe at Work etc Act 1974 (as amended and updated) and the Health and Safety at Work Regulations 1992 (Display Screen Equipment).
- 19. ETHICAL STANDARDS**
- 19.1. The Supplier warrants, undertakes and represents that the Supplier:
- 19.1.1. Shall not employ or use any person below the age of 14 or 15 (depending on country) or below the legal minimum age (where this is higher) in all countries in which it operates or sources goods or services;
- 19.1.2. Shall not use forced labour in any form (prison, indentured, bonded or otherwise) and staff are not required to lodge papers or deposits on starting work;
- 19.1.3. Shall comply with all applicable local environmental, safety and health regulations and shall provide a safe and healthy workplace, presenting no immediate hazards to its staff;
- 19.1.4. Within the customs and practices of the countries in which the supplier operates, shall not discriminate against any worker on any grounds (including race, religion, disability, or gender);
- 19.1.5. Shall not engage in or support the use of corporal punishment, mental, physical sexual or verbal abuse;
- 19.1.6. Shall pay each employee at least the minimum wage, or the prevailing industry wage, (whichever is higher) and provides each employee with all legally mandated benefits;
- 19.1.7. Shall comply with the laws on working hours and employment rights in the countries in which it operates;
- 19.1.8. Shall comply with all relevant environmental legislation in the regions in which it operates;
- 19.1.9. Has identified all the hazardous or toxic waste that it or its contractors or agents produce and that it is confident that all waste is disposed of by competent bodies via authorised disposal routes.
- 20. FORCE MAJEURE**
- 20.1. Neither party will be liable for any delay or failure in the performance of its obligations under this Agreement if such delay or failure is due to an event of Force Majeure.
- 20.2. If Force Majeure occurs, the delaying party shall be entitled to an extension of time for so long as the Force Majeure persists on condition that:
- 20.2.1. It promptly notifies the other party ("unaffected party") of the occurrence of the Force Majeure;
- 20.2.2. It discusses with the unaffected party possible action to be taken to overcome the effect of the Force Majeure; and
- 20.2.3. It uses all reasonable endeavours to overcome the Force Majeure.
- 20.3. If the Force Majeure persists for a period of 28 days or more, the party not claiming Force Majeure may give notice to the other to terminate this Agreement with effect from a date specified in the notice without penalty or other liability (except for any liability on the Supplier to pay any refund to Experian).
- 21. THIRD PARTY RIGHTS**
- 21.1. Save for clause 14.2, the parties hereby agree that nothing in this Agreement shall be construed as creating a right that is enforceable by any person who is not a party to this Agreement or a permitted assignee of such a party.
- 22. ASSIGNMENT**
- 22.1. The Supplier may not assign, transfer, charge or deal in any other manner with this Agreement or any of its rights under it, or purport to do any of these things, or sub-contract any or all of its obligations under this Agreement without the prior written consent of Experian.
- 23. TERMINATION**
- 23.1. Experian shall be entitled to terminate this Agreement without liability to the Supplier and without prejudice to Experian's other rights at any time by giving notice in writing to the Supplier in any of the following events:-
- 23.1.1. If the Supplier commits a breach of any of the terms or conditions of this Agreement;
- 23.1.2. If The Supplier:

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- 23.1.2.1. Enters into liquidation (apart from solvent liquidation for the purposes of amalgamation or reconstruction);
- 23.1.2.2. Is dissolved;
- 23.1.2.3. Is declared bankrupt;
- 23.1.2.4. Has a receiver, administrator or administrative receiver appointed over all or part of its assets;
- 23.1.2.5. Enters into an arrangement with its creditors;
- 23.1.2.6. Takes or suffers any action similar to those in clauses 23.1.2.1 to 23.1.2.5 inclusive.
- 23.1.3. If there is a change of control or change in the ownership of the Supplier.
- 23.1.4. If the financial position of the Supplier deteriorates to such an extent that in the reasonable opinion of Experian the capability of the Supplier adequately to fulfil its obligations hereunder has been placed in jeopardy.
- 23.1.5. The Supplier fails to deliver the Goods and/or the Services in accordance with this Agreement.
- 24. WAIVER**
- 24.1. If either party fails to exercise a right or remedy that it has or which arises in relation to an incident in connection with this Agreement either immediately or at all, such failure shall not prevent that party from exercising that right or remedy subsequently in respect of that or any other incident.
- 24.2. A waiver of any breach or provision of this Agreement shall only be effective if it is made in writing and signed by the Authorised Signatory of the party who is waiving the breach or provision. Any waiver of a breach of the term of this Agreement shall not be deemed a waiver of any subsequent breach and shall not affect the enforceability of any other term of this Agreement.
- 25. SEVERANCE**
- 25.1. If any part of this Agreement is found to be invalid or unenforceable by any Court or other competent body, such invalidity or unenforceability shall not affect the other provisions of this Agreement and such other provisions shall remain in full force and effect.
- 25.2. If any part of this Agreement is found to be invalid or unenforceable by any Court or other competent body but would be valid or enforceable if some part of the provision were deleted, the provision in question shall be treated as having been amended as necessary to make it valid and enforceable.
- 25.3. In the circumstances referred to in clause 25.1 and if clause 25.2 does not apply, the parties agree to attempt to substitute for any invalid or unenforceable provision a valid and enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision.
- 26. NO PARTNERSHIP**
- 26.1. Nothing in this Agreement is intended to, or shall, operate to:
- 26.1.1. Create a partnership or joint venture of any kind between the Supplier and Experian;
- 26.1.2. Authorise either party to act as agent for the other party;
- 26.1.3. Authorise either party to act in the name or on behalf of, or otherwise to bind, the other party in any way.
- 27. FURTHER ASSURANCE**
- 27.1. Each party shall, at the reasonable request and cost of the other party, do whatever is reasonably required to give the other party the full benefit of all the provisions of this Agreement.
- 28. NOTICES**
- 28.1. Any notices to be sent by one party to the other in connection with this Agreement except for the service of Court proceedings shall be in writing and shall be delivered personally or sent by special delivery post (or equivalent service offered by the postal service from time to time) or fax to the addresses of each party as set out on the front page of the Schedule or as otherwise notified in accordance with the provisions of this clause.
- 28.2. Notices shall be deemed to have been duly given as follows:
- 28.2.1. If delivered personally, upon delivery;
- 28.2.2. If sent by post, two clear days after the date of posting;
- 28.2.3. If sent by fax, when transmitted provided that a confirmatory copy is sent by special delivery by the end of the next business day after transmission.
- 28.3. If either party notifies the other party of a change to its details for the purposes of clause 28, such notification shall only be effective on the date specified in such notice or seven days after notice is given, whichever is later.
- 28.4. If the address for service of notices under clause 28.1 is outside the United Kingdom, the Supplier elects the person or organisation named in the Schedule for the purposes of accepting service of notices within the United Kingdom on the Supplier's behalf. Any notices sent to the Supplier in accordance with this clause 28.4 are deemed given in accordance with clause 28.2.
- 29. DEFINITIONS**
- 29.1. "Agreement Year" means a twelve calendar month period from the Commencement Date or any anniversary of the Commencement Date.
- 29.2. "Agreement" means those documents specified in an individual signature sheet signed by an Authorised Signatory of Experian and the Supplier or in the absence of such a signature sheet the documents referred to in clause 4.2 above.
- 29.3. "Goods" means the Goods identified in the Schedule together with any other items provided by the Supplier to Experian in connection with this Agreement.
- 29.4. "Supplier" means the party named as the Supplier in the Agreement.
- 29.5. "Authorised Signatory" means in respect of Experian a statutory main board director of Experian and in respect of both Experian and the Supplier the persons, if any, identified in the Schedule.
- 29.6. "Commencement Date" means as appropriate:
- 29.6.1. In the absence of a date set out in the Purchase Order, the date of the Purchase Order.
- 29.6.2. In the absence of a signature sheet the date set out in the Purchase Order; or
- 29.6.3. In the absence of such date then the date that the individual signature sheet identifying this Agreement is signed by both parties; or
- 29.6.4. The Commencement Date set out in the Schedule in respect of the Services covered by the Schedule; or
- 29.7. "Confidential Information" means any and all information relating to the trade secrets, operations, processes, plans, intentions, product information, prices, know-how, designs, customer lists, market opportunities, transactions, affairs and/or business of the parties and/or to their customers, suppliers, clients or Group Companies in or on any medium or format.
- 29.8. "Description" means any document referred to in the Schedule that sets out details of the agreed functionality to be provided by any Goods or a detailed description of the Services (as such document is updated by agreement between the parties from time to time).
- 29.9. "DPA" means the Data Protection Act 1998 and any subordinate legislation having effect in England and to the extent still appropriate, the Data Protection Act 1984.
- 29.10. "Force Majeure" means any event beyond the reasonable control of the party claiming to be excused from performance of its obligations.
- 29.11. "Group Company" means:
- 29.11.1. In the case of Experian any company controlling, controlled by or in common control with Experian from time to time and "Control" shall mean direct or indirect ownership of 50% or more of the voting equities or equivalent of the relevant company;
- 29.11.2. In the case of the Supplier any company in which the Supplier shall have direct or indirect ownership of greater than 50% of the voting equities or equivalent of the relevant company, such companies to be classed as Group Companies only for so long as the Supplier retains such ownership.
- 29.12. "Intellectual Property Rights" means copyright, database right, patents, registered and unregistered design rights, registered and unregistered trade marks, and all other industrial, commercial or intellectual property rights existing in any jurisdiction in the world and all the rights to apply for the same.
- 29.13. "Personal Data" shall have the meaning specified in the DPA.
- 29.14. "Purchase Order" means Experian's purchase order issued to the Supplier in accordance with this Agreement.
- 29.15. "Schedule" means the schedule or schedules that describe the subject matter and specific terms relating to the supply of Services and/or Goods under the terms of this Agreement.
- 29.16. "Services" means the services as specified in the Schedule and all other services supplied by the Supplier to Experian under or in connection with this Agreement.
- 29.17. "Timetable" means any timetable expressly set out or referred to in the Schedule or otherwise agreed between the parties from time to time and relating to the delivery of the Goods and/or performance of the Services by the Supplier.