

Reseller Agreement

GENERAL TERMS AND CONDITIONS

These General Terms shall apply to the resale of the Service to Reseller End Users. Additional Terms may also apply depending on the specific Services purchased from GBG. These Additional Terms shall form part of the Agreement where the relevant Services and/or Datasets are selected on the Order Form. The Reseller shall be responsible for entering into a Reseller End User Licence with the Reseller End User which shall include the Minimum Terms.

1. DEFINITIONS AND INTERPRETATION

1.1. In these General Terms the following definitions shall apply:

"Additional Terms" means the special terms and conditions relating to particular Datasets and/or aspects of the Service as updated from time to time which are available at <https://www.gbGPLC.com/uk/additionalterms>. These Additional Terms will apply if the Reseller has selected the relevant Dataset or particular aspect of the Service on the Order Form.

"Authorised Signatory" means an individual duly authorised to sign documentation on behalf of a Party.

"Agreement" means the Additional Terms, these General Terms, the Schedules and the relevant Order Form, which in the case of conflict rank in the order of precedence set out above.

"Business Day" means Monday to Friday (excluding public and bank holidays in England).

"Charges" means the charges set out in the Order Form during the Initial Period and thereafter shall mean GBG's standard pricing.

"Confidential Information" means any information relating to the business of the disclosing Party which is not publicly available including, but not limited to, (i) Reseller Information, information regarding the business, affairs, customers, clients, suppliers, operations, processes, product information, know-how, technical information, designs, trade secrets or software of the disclosing Party; (ii) any information, findings, data or analysis derived from Confidential Information including the Output Material; (iii) the existence and terms of this Agreement; and (iv) any other information which should otherwise be reasonably regarded as possessing a quality of confidence or as having commercial value in relation to the business of the disclosing Party.

"Contract Start Date" means the date specified as the contract start date on the Order Form.

"Controller" means the natural or legal person, public authority, agency or any other body which alone or jointly with others determines the purposes and means of the processing of Personal Data where the purposes and means of processing are determined by EU or Member State laws, the Controller (or the criteria for nominating the controller) may be designated by those laws or the equivalent or corresponding definition under any applicable Privacy and Data Protection Requirements.

"Datasets" means the different data files provided to GBG and/or the Reseller by the Data Supplier or used within GBG's products and services in accordance with the terms of the Agreement as more particularly described as dataset or ID number on the Order Form and in the Additional Terms.

"Data Subject" means an identifiable natural person about whom a Controller holds Personal Data. For the purposes of this Agreement, this may include an individual whose details are provided to GBG by the Reseller as part of the Applicant Information or whose details are contained within the Supplier Data.

"Data Supplier" means GBG's third party data suppliers that provide Supplier Data for use in GBG's products and services.

"EEA" shall have the same meaning as given to it in clause 14.5 a).

"Event of Force Majeure" means any one or more acts, events, omissions or accidents beyond the reasonable control of a Party, including but not limited to: strikes, lock-outs or other industrial disputes (other than a Party's own); failure of a utility service, or transport network or information technology or telecommunications service; act of God (including without limitation fire, flood, earthquake, storm or other natural disaster); war, threat of war, riot, civil commotion or terrorist attack; malicious damage (including without limitation the acts of hackers that could not have been prevented by a Party acting reasonably); epidemic; compliance with any change of law or governmental order, rule, regulation or direction; and/or default, caused by an event of force majeure or the insolvency of such suppliers or sub-contractors.

"Facilitation of Tax Evasion" means (i) being knowingly concerned in, or taking steps with a view to, Tax Evasion by another person; (ii) aiding, abetting, counselling or procuring Tax Evasion by another person; (iii) any other actions which would be regarded as facilitation of tax evasion under Part 3 of the Criminal Finances Act 2017 or equivalent or corresponding legislation which applies to the Reseller.

"Fair Usage Buffer" means an overdraft facility which, where selected on the Order Form, allows Reseller End Users who have purchased Services on a Transactional Model to exceed the maximum number of permitted Transactions by up to 20% of the total number of Transactions purchased.

"GBG" means GB Group plc of The Foundation, Herons Way, Chester Business Park, Chester, CH4 9GB registered in England No 2415211, or its Group Companies as indicated on the Order Form.

"GDPR" means General Data Protection Regulation (EU) 2016/679 as in force from time to time as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing GDPR.

"Group Company" means in relation to a Party, that Party, or another company if that other company:

- holds a majority of the voting rights in it, or
- is a member of it and has the right to appoint or remove a majority of its board of directors, or
- is a member of it and controls alone, pursuant to an agreement with other members, a majority of the voting rights in it,

or if it is a subsidiary of a company that is itself a subsidiary of that other company.

"Helpdesk" means the helpdesk facility provided by GBG to handle enquiries and administration from the Reseller regarding the Service.

"Initial Period" means the period specified on the Order Form starting on the Contract Start Date.

"Instance" means a copy of the Local Install Solution that is installed or made available or ready for use. Instances are counted individually based on the number of applications that are active on the environment. Instances running on virtual machines or in containers are counted in the same way as physical installations.

"Intellectual Property Rights" means (i) patents, rights to inventions, rights in designs, trademarks and trade names, copyright and related rights, rights in goodwill, database rights and know-how, whether registered or not; (ii) all other intellectual property rights or forms of protection and similar or equivalent rights anywhere in the world (whether registered or not) which currently exist or are recognised in the future; and (iii) all applications, extensions and renewals to any such rights.

"LED" means the Law Enforcement Directive (*Directive* (EU) 2016/680) (as transposed into domestic legislation of each Member State) as may be applicable with regard to the processing of Personal Data by a competent authority (as defined in the LED) for the purposes of prevention, investigation, detection or prosecution of criminal offences or execution of criminal penalties.

“Licence Guides” means GBG’s guidance documents which set out the detailed scope and the terms of the Licence Packages.

“Licence Package” means the scope of the Licence granted to the Reseller or Reseller End User for the use of the Service specified in the Order Form, including the permitted number of Users (and Instances where applicable) for Reseller End Users who licence the Service on the basis of a Named User Licence Model, the permitted number of Instances for Reseller End Users who licence the Service based on a Per Instance Licence Model and/or the permitted number of Transactions for Reseller End Users who access the Service on a Transactional Model.

“Local Install Solution” means Services provided to the Reseller End User via a locally deployed software solution which will be hosted on the Reseller End User’s own server, system or private cloud.

“Minimum Commitment Value” means the minimum commitment value as agreed with the Reseller for each Year of this Agreement as set out in the Order Form.

“Minimum Terms” means terms that are equivalent to those contained within clauses 5, 6, 7.1, 7.2, 12.1 – 12.3, 12.6, 13, 14, 15, 16, and 17 of this Agreement and the Additional Terms.

“Named User Licence Model” means a Licence Package based on the number of Permitted Users who have access to the Service. For Local Install Solutions, this will also be subject to a specified number of permitted Instances installed on physical servers, virtual services or in container environments. User licenses are assigned to a single person and not a device so can be used by the named User on multiple devices if required, providing that the Reseller End User does not exceed the specified number of Instances when taken via a Local Install Solution.

“Order Form” means the order form annexed to or relating to this Agreement as accepted by the Parties.

“Output Material” means all information and or Supplier Data provided to a Reseller End User as a result of using the Service including the results of any enquiry or search, reports, certificates or management information relating to the Reseller End User’s use of the Service.

“Party” means a party to this Agreement and **“Parties”** shall be construed accordingly.

“Per Instance Licence Model” means a Licence Package based on the number of permitted Installations installed on physical servers, virtual services or in container environments. Multiple instances running on the same physical or virtual hardware are classed as individual instances and are licenced as such.

“Permitted User” means anyone who has been given a unique, confidential, user name and password to gain access to the Service by the Reseller or Reseller End User in accordance with the terms of this Agreement, subject to any restrictions on the number of Permitted Users set out in the relevant Order Form.

“Personal Data” means any information relating to a Data Subject; who can be identified directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person or the equivalent or corresponding definition under any applicable Privacy and Data Protection Requirements.

“Persons Associated” means any employee or agent of the relevant Party or other third party who supplies services to, or on behalf of, the relevant Party.

“Prepayments” means the prepayments of the Charges to be made by the Reseller as indicated on the Order Form.

“Privacy and Data Protection Requirements” means all applicable laws and regulations relating to the processing of personal data and privacy in any relevant jurisdiction, including, if relevant, the GDPR, the LED the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699) and the Privacy and Electronic Communication Regulations 2003, any amendment, consolidation or

re-enactment thereof, any legislation of equivalent purpose or effect enacted in the United Kingdom, and any orders, guidelines and instructions issued under any of the above by relevant national authorities, a judicial authority in England and Wales or a European Union judicial authority.

“Processor” means a natural or legal person, public authority, agency or any other body which processes Personal Data on behalf of the Controller or the equivalent or corresponding definition under any applicable Privacy and Data Protection Requirements.

“Proforma” means the proforma to be completed by the Reseller when on boarding Reseller End Users, and sent to GBG in the agreed form as set out in Schedule 2 as amended by GBG from time to time.

“Reseller” means the person or entity to be appointed as a Reseller and named on the Order Form.

“Reseller Data” any data belonging to a Reseller (which may include Personal Data) provided to Loqate by the Reseller for processing in accordance with the terms of the Agreement.

“Reseller End User” means clients who contract with the Reseller for the use of the Service under a Reseller End User Licence.

“Reseller End User Data” any data belonging to a Reseller End User (which may include Personal Data) provided to Loqate by the Reseller for processing in accordance with the terms of the Agreement.

“Reseller End User Licence” means an agreement between the Reseller and a Reseller End User for the provision of the Service and/or the Reseller’s own products and services together with the Service which includes the Minimum Terms.

“Service” means the GBG|Loqate service or product from GBG, as indicated in the Order Form, together with any Standard Support Services and any other ancillary services provided by GBG to the Reseller pursuant to this Agreement.

“Standard Support Services” means the standard support services as indicated on the Order Form and provided to the Reseller in accordance with the terms of Schedule 1.

“Sub-processor” means a natural or legal person, public authority, agency or any other body contracted by the Processor to process Personal Data for the purpose of carrying out a specific processing activity on behalf of the Controller.

“Supervisory Authority” means, where relevant, an independent public authority which is established by a Member State pursuant to Article 51 of GDPR.

“Supplier Data” means any data provided to GBG and/or the Reseller by the Data Supplier or used within GBG’s products and services in accordance with the terms of the Agreement including, where relevant, any Personal Data.

“System Administrator” means the individual(s) named as such on the Order Form or their replacement(s) as notified to GBG by the Reseller who will be familiar with the use of the Service and be the first point of contact for all Permitted Users of the Service.

“Tax Evasion” means any fraudulent activity intended to divert funds from the public revenue of any government as well as any statutory tax evasion offence of any territory, where tax includes all taxes, levies and contributions imposed by governments in any territory.

“Territory” means those territories listed in the Order Form.

“Transaction” means a single search, click, check or any other means of obtaining Output Material, as outlined within the Order Form or Licence Package.

“Transactional Model” means a Licence Package based on the number of permitted Transactions that may be carried out by the Reseller or Reseller End User using the Service. Where relevant this may also include a Fair Usage Buffer to enable the Reseller or Reseller End User to maintain uninterrupted access to the Service in the event that the Reseller or Reseller End User needs to exceed the specified number of permitted Transactions.

“Web Service” means Services hosted by GBG and provided to the Reseller or Reseller End User via an API integration or web portal.

“Year” means (i) the twelve (12) month period commencing on the Contract Start Date, and (ii) each consecutive twelve (12) month period thereafter.

- 1.2. The headings in this Agreement do not affect its interpretation.
- 1.3. References to clauses, sections and appendices are to clauses, sections and appendices of this Agreement.
- 1.4. Words in the singular include the plural and vice versa.
- 1.5. A reference to “writing” or “written” does not include electronic mail or facsimiles.

2. TERM OF THE AGREEMENT

- 2.1. This Agreement will start on the Contract Start Date and will continue for the Initial Period and thereafter until terminated in accordance with clause 12.3 or clause 16 of these General Terms.

3. APPOINTMENT

- 3.1. GBG appoints the Reseller, subject to the terms of this Agreement to be its non-exclusive reseller for the promotion, sale, and general support of the Services, including bundling of the Services with the Reseller’s products, scores and other online services, within the Territory.
- 3.2. The Reseller accepts the appointment as GBG’s reseller for the Services in accordance with the terms of this Agreement and agrees to promote sales of the Services within the Territory to all potential customers in the normal course of the Reseller’s business.
- 3.3. It is acknowledged by the Reseller that GBG has the right to promote, sell and support the Services itself both within the Territory and elsewhere and to appoint other distributors, resellers, agents and representatives to promote, sell and support the Services in the Territory and elsewhere.
- 3.4. The Reseller is not permitted to promote, sell and support the Services through a third party.

4. PROVISION OF THE SERVICE

- 4.1. GBG will provide the Reseller with the Service detailed in the Order Form in accordance with the terms set out in this Agreement.
- 4.2. GBG will use reasonable endeavours to provide the Service in accordance with any timetable agreed with the Reseller. However, the Reseller acknowledges and accepts that any dates given by GBG are estimates only and that delivery of the Service will be dependent upon the Reseller’s timely cooperation with GBG as well as other factors outside of GBG’s reasonable control.
- 4.3. GBG shall use reasonable endeavours to supply the Services in sufficient volumes to meet the resale requirements of the Reseller and make available such volumes of the Services as may be necessary to meet the reasonable needs of Reseller End Users.
- 4.4. GBG will provide the Reseller with such quantities of technical information in English as GBG in its sole discretion determines is necessary to enable the Reseller to promote, sell and support the Services in the Territory.
- 4.5. GBG will keep the Reseller informed of any relevant enhancements or modifications to the Services and other relevant sales and marketing information as GBG determines is necessary, by giving Reseller no less than thirty (30) days’ notice of any such relevant enhancements or modifications.
- 4.6. GBG will provide training, at a mutually agreeable place and time, to key technical and sales personnel of the Reseller. For the avoidance of doubt, GBG shall be entitled to be paid (or reimbursed) for preapproved travel and other expenses incurred or associated with such training by those of its staff or agents who are involved in the provision of such training.
- 4.7. GBG shall provide the Standard Support Services to the Reseller in accordance with Schedule 1.
- 4.8. GBG shall not be obliged to provide any Standard Support Services directly to Reseller End Users, however, in the event of allegations of

misappropriation of data, security breaches, or other abuses to the Services by Reseller End Users, the Reseller shall work with its Reseller End Users to cooperate in GBG’s investigations and shall assist in the conduct of any necessary investigations of its Reseller End Users as reasonably requested by GBG. For the avoidance of doubt the Reseller shall provide first line support to its Reseller End Users.

- 4.9. The Reseller acknowledges and accepts that occasionally GBG, in providing the Service, may be required to:
 - (a) change the technical specification of the Service for operational reasons, however, GBG will ensure that any change to the technical specification does not materially reduce or detrimentally impact the performance of the Service;
 - (b) give the Reseller instructions which it reasonably believes are necessary to enhance or maintain the quality of any Service provided by GBG and GBG shall not be responsible for any errors in the Service resulting from the Reseller’s non-compliance with such instructions; and
 - (c) suspend the Service for operational reasons such as repair, maintenance or improvement or because of an emergency, in which case GBG will give the Reseller as much on-line, written or oral notice as possible and shall ensure that the Service is restored as soon as possible following suspension.
- 4.10. The Reseller must inform GBG, without undue delay, of any changes to the information which the Reseller supplied within the Order Form.
- 4.11. GBG shall not be responsible for the decisions that the Reseller or its Reseller End Users make as a result of the information, Service or Supplier Data that GBG provides to the Reseller under this Agreement.

5. USE OF THE SERVICE

- 5.1. The Reseller must ensure that any software, equipment and materials which are used with the Service:
 - (a) are connected and used in accordance with any instructions and security procedures specified by GBG or other relevant third party licensor;
 - (b) are technically compatible with the Service and meet the minimum technical specifications detailed on the Order Form.
- 5.2. The Reseller must not use the Service for the purposes of verifying the identity of Data Subjects where the Reseller does not have the relevant permission or consent from the Data Subject in accordance with the Privacy and Data Protection Requirements.
- 5.3. The Service is protected by Intellectual Property Rights. The Reseller must not do any of the following or permit anyone else to do any of the following:
 - (a) copy, store, adapt, modify, transmit or distribute the Service except to Permitted Users or permit anyone else to do the same;
 - (b) sell, transfer, sub-licence, distribute, commercially exploit or otherwise make available the Service to, or use it for the benefit of any third party.
- 5.4. The Reseller shall be responsible for the creation, maintenance and design of all Reseller Data and shall ensure that Reseller End Users remain responsible for the creation, maintenance and design of Reseller End User Data.
- 5.5. The Reseller shall not use the Service in any way that is unlawful, illegal, fraudulent or harmful and must not use the Service in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
- 5.6. The Reseller warrants that it shall comply with all applicable legislation, instructions and guidelines issued by regulatory authorities, relevant licences and any other codes of practice which apply to the Reseller and its use of the Service.
- 5.7. The Reseller is responsible for the acts and omissions of all Permitted Users of the Service and is liable for any failure by a Permitted User to perform or observe the terms and conditions of this Agreement including without limitation to the provisions set out in the Additional Terms and any instructions issued under clause 4.9(b)

- 5.8. GBG shall not be responsible for the decisions that the Reseller makes as a result of the Output Material.
- 5.9. The Reseller shall be responsible for:
- ensuring that it has a minimum of one System Administrator;
 - informing GBG of any changes to the Reseller's System Administrator's contact details without undue delay;
 - providing the telecommunications and network services and correctly configured hardware and other equipment needed to connect to the Service;
 - the configuration and management of access to the Service including configuration of the Reseller's network, firewall, DNS, routers, personal computers and User Profile;
 - obtaining GBG's prior written consent to any integration of the Service into a website or call centre application which the Reseller may wish to undertake; and
 - any work required for any integration approved by GBG.
- 5.10. Use of the Service is subject to the limitations of the Licence Package as set out in the Order Form. Should the Reseller exceed, or consider that it is likely to exceed, the limitations in the Licence Package, then the Reseller shall immediately inform GBG and will be liable for the overuse in line with the Charges indicated on the Order Form. The Reseller shall maintain accurate and up-to-date records regarding their use of the Service. On receipt of GBG's reasonable request, the Reseller shall provide GBG with copies of such records and a declaration confirming that its use of the Service does not exceed the limitations set out in the Licence Package.
- 5.11. Where the Reseller has purchased Services on the basis of a Transaction Model and has agreed a Fair Usage Buffer, the Reseller may continue to use the Service up to the limit of the Fair Usage Buffer provided that:
- the Reseller pays for all Fair Usage Buffer Transactions in accordance with the Charges indicated on the Order Form as per the process identified in clause 5.15; and
 - the Reseller purchases an upgrade to the Licence Package from the Reseller to increase the total number of permitted Transactions to cover anticipated future use during the remainder of the Initial Term or Renewal Period within 30 days of entering into the Fair Usage Buffer.
- 5.12. Where the order is for a Local Install Solution, the Reseller shall maintain accurate and up-to-date records regarding their use of the Service. On receipt of GBG's reasonable request and annually prior to the commencement of any Renewal Period or on the anniversary of the Contract Start Date, the Reseller shall provide GBG with a fully completed licence declaration confirming that the Reseller's use of the Service does not exceed the limitations set out in the Licence Package.
- 5.13. The Reseller shall ensure that:
- any use of the Service by the Reseller End User for the purpose of testing, development, or any activity that affects the production environments usage, license model or configuration ("**Testing Activity**") must be reported to GBG via the Reseller End User's System Administrator prior to the Testing Activity taking place; and
 - any Service used in test/staging environment must at all times be licensed appropriately and adhere to all relevant usage restrictions as per the Licence Package or Order Form.
- 5.14. The Reseller and / or Reseller End User acknowledges that it is solely responsible for supplying GBG with written notification of any intention to conduct Testing Activity. If any Testing Activity takes place prior to GBG being notified, then any such usage will contribute towards the Licence Package agreed. The Reseller and / or Reseller End User will be liable for any overuse in line with the Charges indicated on the Order Form. Payment for overuse shall be subject to the charges and payment terms set out in clause 11.
- 5.15. GBG reserves the right to audit the Reseller in relation to the use of the Service to check compliance with the terms of the Licence Package in accordance with clause 17. In the event that such audit reveals that the

Reseller has exceeded the scope of the Licence Package, GBG shall be entitled recover the full cost of the audit and to seek compensation from the Reseller for under-licencing in accordance with clause 5.15.

- 5.16. If, as a result of compliance with clauses 5.15, the Parties discover that the Reseller has exceeded the scope of the Licence Package, the Parties agree that GBG shall be entitled to invoice the Reseller for such over usage in accordance with the original Charges set out in the Order Form. GBG shall be entitled to backdate payments to the point at which the over usage occurred. The Reseller shall pay GBG's invoice for over usage within 28 days of the date of the invoice in accordance with the payment terms at clause 11.
- 5.17. Where the Reseller or a Reseller End User's use of the Service exceeds a sustained 100 Transactions per second for 2 minutes or more without GBG's prior written consent, GBG shall be entitled to take reasonable steps (including throttling or blocking the Reseller or a Reseller End User's use of the Service) in order to protect GBG's infrastructure and GBG's other clients usage.

6. SECURITY

- 6.1. The Reseller is responsible for the security and proper use of all user identities ("**User IDs**") and passwords used in connection with the Service (including maintaining and enforcing a robust password policy).
- 6.2. The Reseller shall take all necessary steps to ensure that User IDs are kept confidential, secure, are used properly and are not disclosed to any unauthorised parties.
- 6.3. The Reseller must immediately inform GBG if there is any reason to believe that a User ID or password has or is likely to become known to someone not authorised to use it or is being or is likely to be used in an unauthorised way.
- 6.4. GBG reserves the right to suspend User ID and password access to the Service if at any time GBG reasonably considers that there is or is likely to be a breach of security or misuse of the Service, and/or to require the Reseller to change any or all of the passwords used by the Reseller or Reseller End Users in connection with the Service.

7. RESALE OF THE SERVICE AND RESELLER OBLIGATIONS

- 7.1. The Reseller shall comply with these General Terms and all relevant Additional Terms to this Agreement.
- 7.2. The Reseller shall only access the Service as permitted by GBG and shall not attempt at any time to circumvent system security or access the source software or compiled code.
- 7.3. The Reseller shall ensure that any person associated with the Reseller who is performing services in connection with this Agreement (including without limitation sub-contractors) does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Reseller in this Agreement. The Reseller shall in all circumstances be responsible for the observance and performance by such persons of such terms and shall in all circumstances be directly liable to GBG for any breach by such persons of any of such terms howsoever arising.
- 7.4. The Reseller must first enter into a Reseller End User Licence prior to permitting the Reseller End User to use any part of the Service.
- 7.5. A breach of clause 5.2, 5.3, 5.5, 5.6, 5.7, 5.10, 5.11, 5.12, 5.13, 5.14, 5.16, 5.17, 7, 9, 10.2, 11.1, 13, 14, 17, 19 or 22 shall be deemed a material breach, which is not capable of remedy under clause 16.3.

8. RELATIONSHIP BETWEEN GBG AND THE RESELLER

- 8.1. Both Parties agree that this is an independent contractor relationship and that each Party is fully responsible for its acts or defaults; and further agrees that in all correspondence and other dealings relating directly or indirectly to the Services it shall clearly indicate that the Reseller is acting as a Reseller and neither Party shall hold itself out as being part of the other Party or as an employee, agent, representative, partner, or joint venture partner of or with the other Party.

8.2. Neither Party has any authority or power to bind or contract or negotiate in the name of or to incur any debt or other obligation on behalf of, or create any liability against, the other Party in any way or for any purpose.

9. RESELLER END USERS

9.1. Notwithstanding any other term of this Agreement, before the Reseller enters into a binding commitment with an Reseller End User for the Service it must have:

- (a) produced its own Reseller End User Licence for the Services, which will reflect in substance the Minimum Terms and shall include all relevant Additional Terms; and
- (b) notified GBG of its intention to supply the Service to an Reseller End User by submitting a fully completed and accurate Proforma with the Reseller End User's details to GBG at the following email address: contracts@gbgplc.com

9.2. The Reseller must not sell any element of the Service which has applicable Additional Terms to an Reseller End User unless the Additional Terms have been included in the Reseller End User Licence.

9.3. The Reseller shall use all reasonable endeavours to ensure their Reseller End Users' compliance with the Reseller End User Licence.

9.4. The Reseller shall indemnify GBG against all liabilities, costs, expenses, damages and losses incurred by GBG as a result of the Reseller's failure to subject each Reseller End User to an Reseller End User Licence in the provision of the Reseller's Products integrating the Service to Reseller End Users, and/or as a result of any breach or non-compliance with the Reseller End User Licence by an Reseller End User.

9.5. The Reseller undertakes that the term of any Reseller End User Licence with a Reseller End User for the Services shall not exceed thirty six (36) months. Notwithstanding the term of the Agreement or the period of Reseller End User Licences, all such terms will be subject to any overriding periods dictated by the Data Suppliers whose terms GBG is obliged to flow down to the Reseller.

9.6. Upon no less than seven (7) days' prior written notice, GBG may vary the Additional Terms and such varied terms shall become effective upon the expiry of the seven (7) day notice period or such later date as the notice may specify.

9.7. Any variation to this Agreement that substantially affects the Minimum Terms, shall not apply to any pre-existing Reseller End User Licence for the Service between an Reseller End User and the Reseller ("**Pre-Existing Reseller End User Licence**"), provided that the Reseller enters into a new Reseller End User Licence with such Reseller End Users, or revises the Pre-Existing Reseller End User Licence with the Reseller End User to incorporate the latest version of the Minimum Terms at the earliest possible opportunity without placing the Reseller in breach of contract of the Pre-Existing Reseller End User Licence.

10. MARKETING AND ADVERTISING

10.1. The Reseller may at its cost, advertise and promote the Services in such manner and through such media as shall reasonably be calculated to increase sales. Any advertisement or promotion that refers directly to the Service provided by GBG shall be subject to GBG's prior written approval, which shall not be unreasonably withheld or delayed.

10.2. The Reseller shall:

- (a) conduct its business in a manner that reflects favourably at all times on GBG and the good name, goodwill and reputation of GBG and not enter into any contract or engage in any practice detrimental to the interests of the GBG in relation to the Services; and
- (b) avoid deceptive, misleading or unethical practices and shall not publish or employ, or co-operate in the publication or employment of, any false, misleading or deceptive advertising material or other representations with regard to GBG or the Services.

10.3. The Parties may agree to devise and publish or otherwise communicate press releases and other marketing materials in agreed form (such agreement to be evidenced in writing) for the purposes of publicising and promoting the Services. The Reseller shall not without the prior written approval of GBG make any representations, warranties, guarantees or other commitments with respect to the specifications, features or capability of the Service which are inconsistent with those contained in promotional literature supplied by GBG (including without limitation the Minimum Terms) or otherwise incur any liability on behalf of GBG howsoever arising.

11. CHARGES AND PAYMENT

11.1. The Reseller shall pay all invoices issued by GBG within 28 days from the date of the invoice.

11.2. The Reseller shall, in respect of each Year, incur in aggregate Charges (excluding VAT) of a value equal or greater than the Minimum Commitment Value for that Year. In the event that the Reseller fails in any Year to incur such fees and charges of a value equal to or greater than the Minimum Commitment Value for that Year, the Reseller shall upon written demand pay GBG an amount equal to the Minimum Commitment Value for that Year less the aggregate value of the Charges invoiced to the Reseller in that Year.

11.3. If specified in the Order Form that the Reseller is to pay the Charges in advance or by direct debit then such payments shall be made on or before the date specified in the Order Form.

11.4. Charges will be invoiced and paid in pounds sterling unless otherwise agreed in the Order Form. Where applicable, Value Added Tax (or any other applicable tax or charge in a country where the Service is provided) will be added to the Charges.

11.5. If the Reseller fails to pay any part of the Charges when due, it shall be liable to pay GBG interest on such part of the Charges from the due date for payment at the relevant statutory annual rate.

11.6. The Reseller shall make all payments due under this Agreement without any deduction whether by set-off, counterclaim, discount, abatement or otherwise.

11.7. If the Reseller breaches any material term of this Agreement and the Reseller has received preferential pricing or payment terms under this Agreement, then GBG reserves the right to cease to applying any preferential pricing or payment terms as a consequence of the breach. In the event that any preferential pricing or payment terms cease to apply pursuant to this clause 11.7, GBG's standard pricing and payment terms will apply in respect of the Reseller's continued use of the Service and use throughout the entirety of the Initial Period.

11.8. If the Reseller has received preferential pricing or payment terms under this Agreement or if the standard pricing or payment terms that applied on the Contract Start Date have changed during the Initial Period then unless otherwise expressly agreed in writing between the Parties, GBG's standard pricing and payment terms will prevail in respect of the Reseller's continued use of the Service after the Initial Period.

11.9. After the expiry of the Initial Period GBG shall be entitled to increase the Charges by giving the Reseller not less than thirty (30) days' notice of the change. For the avoidance of doubt, GBG will not revise the Charges before the end of the Initial Period.

11.10. For the avoidance of doubt the Reseller shall be responsible for all Charges for use of the Service where an Reseller End User's User ID has been used to access the Service

12. INTELLECTUAL PROPERTY RIGHTS

12.1. The Reseller acknowledges that all Intellectual Property Rights in the Service and the Output Materials belong and shall continue to belong to GBG and/or GBG's third party suppliers. GBG grants a non-exclusive, non-transferable licence to the Reseller to resell the Service and for Reseller End Users to access the Output Material in accordance with the terms of this Agreement.

- 12.2. GBG acknowledges all Intellectual Property Rights in the Reseller Data and/or Reseller End User Data shall belong and shall continue to belong to the Reseller and/or the Reseller End User (as applicable). The Reseller procures the grant of a non-transferable, non-exclusive, royalty free licence to use, disclose and copy the Reseller Data Reseller and/or the End User Data (as applicable) to enable GBG to provide the Service and carry out its obligations under this Agreement.
- 12.3. If any third party makes or threatens to make a claim against GBG, the Reseller, the Reseller End User or one of GBG's third party suppliers that the use of the Service and/or Output Material or part thereof infringes any third party's Intellectual Property Rights, GBG shall be entitled to do one or more of the following:
- suspend any part of the Service that is subject to the infringement claim made by the third party;
 - modify the Service, or item provided as part of the Service, so as to avoid any alleged infringement, provided that the modification does not materially affect the performance of the Service;
 - terminate the Agreement upon written notice to the Reseller and provide a refund to the Reseller of any Prepayment made by the Reseller which at the date of termination has not been and will not be credited against Charges due to GBG.
- 12.4. GBG will indemnify the Reseller against all liabilities, costs, expenses, damages and losses incurred by the Reseller as a direct result of any third party making or threatening to make a claim against the Reseller that the Reseller's use of the Service and/or Output Material in accordance with the terms of this Agreement and the Minimum Terms infringes that third party's Intellectual Property Rights (a "Claim"), provided that the Reseller:
- notifies GBG promptly in writing of any Claim;
 - makes no admission or compromise relating to the Claim or otherwise prejudice GBG's defence of such Claim;
 - allows GBG to conduct all negotiations and proceedings in relation to the Claim; and
 - gives GBG all reasonable assistance in doing so (GBG will pay the Reseller's reasonable expenses for such assistance).
- 12.5. The indemnity in clause 12.4 does not apply to any Claim arising as a result of the use of the Service by the Reseller in breach of the Minimum Terms, or as a result of the use of the Service in breach of the Reseller warranty within clause 12.6(c) or to Claims caused by designs or specifications made by the Reseller, the Reseller End User, or on the Reseller's or the Reseller End User's behalf.
- 12.6. The Reseller warrants that:
- it will not use or exploit the Intellectual Property Rights in the Service or Output Material or permit others (including its Reseller End Users) to use or exploit the Intellectual Property Rights in the Service or Output Material outside of the terms of the licence granted to the Reseller in clause 12.1 of this Agreement and/or to the Reseller End User under the Minimum Terms;
 - all computers and/or IT systems which GBG are required to use, are legally licensed to the Reseller or are the Reseller's property and that such activities by GBG will not infringe the rights of any third party;
 - the use of the Service by the Reseller or Reseller End User through any software, equipment, materials or services not provided by GBG will not infringe the rights of any third party;
 - GBG's compliance with any designs or specifications provided by the Reseller, or on the Reseller's behalf will not infringe the rights of any third party; and
 - the use by GBG of the Reseller End User Data through the provision of the Service in accordance with the Reseller End Users' instructions and in accordance with the terms of this Agreement, will not infringe any third party's Intellectual Property Rights.
- 13. CONFIDENTIALITY AND PUBLICITY**
- 13.1. Each Party undertakes that it shall not at any time disclose the other Party's Confidential Information to any third party except as permitted by clauses 13.3, 13.4 and 13.5 or to the extent necessary for the proper performance of this Agreement.
- 13.2. Each Party warrants to the other that it shall apply the same security measures and degree of care to Confidential Information disclosed to it as it takes in protecting its own Confidential Information and in any event no less than that which a reasonable person or business would take in protecting its own Confidential Information.
- 13.3. Neither Party shall use the other Party's Confidential Information for any purpose other than to perform its obligations under this Agreement.
- 13.4. Each Party may disclose the other Party's Confidential Information:
- to its or its Group Companies' employees, officers, representatives, advisers and third party suppliers who need to know such information to perform its obligations under this Agreement. Each Party shall ensure that its and its Group Companies' employees, officers, representatives, advisers and third party suppliers to whom it discloses the other Party's Confidential Information comply with this clause 13; and
 - as may be required by law, court order or any governmental or regulatory authority.
- 13.5. For the purposes of clause 13.1, Confidential Information shall not include information which:
- is or becomes generally available to the public (other than through a breach of this Agreement);
 - is lawfully in the possession of the other Party before the disclosure under this Agreement took place;
 - is obtained from a third party who is free to disclose it; or
 - the Parties agree in writing is not confidential or may be disclosed.
- 13.6. Notwithstanding the terms of this clause 13, once the Order Form has been signed by both Parties, GBG may, with the Reseller's prior written consent, issue a press release (or if GBG wishes, another form of public communication) relating to the Parties' entry into this Agreement.
- 14. DATA PROTECTION**
- 14.1. Both Parties warrant that they will comply with their respective obligations under the Privacy and Data Protection Requirements and the terms of this Agreement.
- 14.2. For the purpose of this Agreement, the Reseller is the Processor, the Reseller End User is the Controller and GBG acts as a Sub-processor on behalf of the Reseller. Where specified in the Additional Terms, GBG's Data Suppliers may also act as Sub-processor.
- 14.3. The Reseller shall only provide instructions to GBG on behalf of the Reseller End Users which are in accordance with the terms of this Agreement. Such instructions shall be limited to the subject matter of the relevant Services under this Agreement.
- 14.4. The Reseller must ensure that the instructions it receives from the Reseller End Users comply with Privacy and Data Protection requirements and, unless an exemption or Article 2 GDPR applies, where the Reseller End User Data is Personal Data belonging to an EEA Data Subject and/or the processing of Personal Data is in the context of the activities of an establishment of a Controller or Processor within the EEA, as a minimum includes:
- The nature and purpose of the processing of the Reseller End User Data;
 - The types of Personal Data to be processed;
 - The categories of Data Subjects to whom Personal Data relates; and
 - The Reseller End User's lawful basis for processing Personal Data in accordance with Article 6 GDPR.

- 14.5 To the extent that the performance of GBG's obligations, and any supporting and/or ancillary activities, involves processing Reseller End User Data, GBG acting as Sub-Processor shall:
- (a) only carry out processing of Reseller End User Data in accordance with the Reseller's documented instructions, including where relevant for transfers Reseller End User Data outside the European Economic Area ("EEA") or to an international organisation (unless GBG is otherwise required to process Reseller End User Data by European Union, Member State and/or UK law to which GBG is subject, in which case GBG shall inform the Reseller of that legal requirement before processing unless prohibited by that law on important grounds of public interest), and shall immediately inform the Reseller if, in GBG's opinion, any instruction given by the Reseller to GBG infringes Privacy and Data Protection Requirements;
 - (b) notify the Reseller without undue delay of any requests received from a Data Subject exercising their rights under Privacy and Data Protection Requirements and, taking into account the nature of the processing, assist the Reseller by taking appropriate technical and organisational measures, insofar as this is possible, with fulfilling its Reseller's End User obligations in respect of Data Subject rights under Privacy and Data Protection Requirements, including assisting the Reseller in responding to any subject access requests or requests from Data Subjects for access to, rectification, erasure or portability of Personal Data, or for restriction of processing or objections to processing of Personal Data;
 - (c) take all security measures required in accordance with Privacy and Data Protection Requirements (including Article 32 GDPR), and at the request of the Reseller provide a written description of, and rationale for, the technical and organisational measures implemented, or to be implemented, to protect the Personal Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted stored or otherwise processed; and detect and report Personal Data breaches without undue delay;
 - (d) taking into account the nature of the processing and the information available to GBG, use all measures to assist the Reseller in ensuring compliance with its Reseller End Users' obligations to;
 - i. keep Personal Data secure (Article 32 GDPR);
 - ii. notify Personal Data breaches to the Supervisory Authority (Article 33 GDPR);
 - iii. advise Data Subjects when there has been a Personal Data breach (Article 34 GDPR);
 - iv. carry out data protection impact assessments (Article 35 GDPR); and
 - v. consult with the Supervisory Authority where a data protection impact assessment indicates that there is an unmitigated high risk to the processing (Article 36 GDPR).
 - (e) without undue delay, inform the Reseller of becoming aware of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, the Reseller Data transmitted, stored or otherwise processed. GBG accepts and acknowledges that the Reseller shall direct in its sole discretion, any and all steps and measures taken to remedy a breach by GBG under Privacy and Data Protection Requirements, including but not limited to any communications with a Supervisory Authority. GBG agrees not to act in any way upon such disclosure without the prior written consent of the Reseller;
 - (f) make available to the Reseller all information necessary to demonstrate compliance with the obligations laid down in this Agreement and allow for and contribute to audits, including inspections, conducted by the Reseller or another auditor mandated by the Reseller as set out in clause 17; and
 - (g) in addition to the confidentiality obligations contained within clause 12, ensure that persons authorised to process the Reseller Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- 14.6 On expiry or termination of the Agreement, GBG shall immediately cease to use Reseller End User Data (and all copies thereof) and shall arrange for its safe return or destruction as shall be required by the Reseller (unless European Union, Member States and/or UK Law requires storage of any Personal Data contained within the Reseller End User Data or an exemption under GDPR applies).
- 14.7 The Reseller provides their consent for GBG to use Sub-processors in the delivery of the Service. Where GBG uses Data Suppliers or any other third party and where they are acting as a Sub-processor in relation to the Reseller Data GBG shall:
- (a) enter into a legally binding written agreement that places the equivalent data protection obligations as those set out in this Agreement to the extent applicable to the nature of the services provided by such Sub-processor, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the GDPR;
 - (b) remain liable for any act or omission of a Sub-processor that does not comply with the data protection obligations as set out in this Agreement; and
 - (c) inform the Reseller of any intended changes concerning the addition or replacement of a Sub-processor with access to Reseller End User Data and give the Reseller the opportunity to object to such changes.
- 14.8 GBG shall not cause or permit any Reseller End User Data to be transferred outside of the EEA unless such transfer is necessary for the purposes of GBG carrying out its obligations under the Agreement in which case, the provisions of this clause 14.9 to 14.11 shall apply.
- 14.9 Transfer subject to adequate safeguards: Subject to clauses 14.10 and 14.11, if Personal Data is to be processed outside of the EEA, GBG agrees to provide and maintain appropriate safeguards as set out in Article 46 GDPR to lawfully transfer the Personal Data to a third country.
- 14.10 Transfers based on adequacy decisions: Clause 14.9 shall not apply if the processing of the Personal Data is carried out in a country that the European Commission has considered as offering an adequate level of protection.
- 14.11 Derogations for specific situations: The Reseller's End User has consented to such transfer and acknowledges and accepts that certain Data Suppliers engaged by GBG in the provision of the products and services are located in a country that the European Commission has not formally declared to have an adequate level of protection (Clause 14.10/ Article 45(3) GDPR) and are not able to demonstrate appropriate safeguards (Clause 14.9/ Article 46 GDPR). In such circumstances this will be stated in the Additional Terms and where GDPR applies to the Reseller End User by virtue of Article 3 GDPR, the Reseller's End User as Controller acknowledges that prior to submitting Reseller End User Data to GBG for processing it shall determine, and is solely liable for ensuring, that one of following exceptions set out in Article 49 GDPR applies:

- (a) the Data Subject has explicitly consented to the proposed transfer, after having been informed of the possible risks of such transfers for the Data Subject due to the absence of an adequacy decision and appropriate safeguards;
- (b) the transfer is necessary for the performance of a contract between the Data Subject and the Reseller or the implementation of pre-contractual measures taken at the Data Subject's request;
- (c) the transfer is necessary for the conclusion or performance of a contract concluded in the interest of the Data Subject between the Reseller and another natural or legal person;
- (d) the transfer is necessary for important reasons of public interest;
- (e) the transfer is necessary for the establishment, exercise or defence of legal claims;
- (f) the transfer is necessary in order to protect the vital interests of the Data Subject or of other persons, where the Data Subject is physically or legally incapable of giving consent; or
- (g) the transfer is made from a register which according to European Union or Member State law is intended to provide information to the public and which is open to consultation either by the public in general or by any person who can demonstrate a legitimate interest, but only to the extent that the conditions laid down by European Union or Member State law for consultation are fulfilled in the particular case.

The terms of this clause 14.11 shall not apply where the Reseller End User is subject to LED. In such circumstance clause 14.12 shall apply.

14.12 Derogations for specific situations where the LED is applicable to the Reseller End User:

The Reseller End User has consented to such transfer and acknowledges and accepts that certain Data Suppliers engaged by GBG in the provision and services are located in a country that the European Commission has not formally declared to have an adequate level of protection (Clause 14.10/ Article 36 LED) and are not able to demonstrate appropriate safeguards (Clause 14.9/Article 37 LED). In such circumstances this will be stated in the Additional Terms and the Reseller End User as Controller acknowledges that prior to submitting Reseller End User Data to GBG for processing it shall determine, and is solely liable for ensuring that, one of the following exceptions set out in Article 38 LED applies:

- (a) the transfer is necessary to protect the vital interest of the Data Subject or another person;
- (b) to safeguard legitimate interest of the Data Subject, where the law of the Member State transferring the Personal Data so provides;
- (c) for the prevention of an immediate and serious threat to public security of a Member State or a third country;
- (d) in individual cases for the purposes set out in Article 1 (1) LED; or
- (e) in an individual case for the establishment, exercise or defence of legal claims relating to the purposes set out in Article 1(1) LED.

15. LIABILITY

- 15.1. Neither Party excludes or limits its liability for death or personal injury resulting from its negligence, fraudulent misrepresentation or any other type of liability that cannot by law be excluded or limited.
- 15.2. Neither Party excludes or limits its liability in respect of clauses 12 (Intellectual Property Rights), 13 (Confidentiality), 14 (Data Protection) or 9.4 of this Agreement.
- 15.3. The Reseller does not exclude or limit its liability arising from or in connection with any misuse or unauthorised use of the Service or the Output Materials or any use of the Service or the Output Materials that

is not expressly permitted under this Agreement or otherwise expressly authorised by GBG.

- 15.4. Subject to clauses 15.1, 15.2 and 15.3, each Party's aggregate liability to the other Party under or in connection with this Agreement, whether such liability arises in contract, tort (including, without limitation, negligence) misrepresentation or otherwise, shall be limited to either the Charges payable in the 12 month period preceding the breach or £5,000, whichever is the greater.
- 15.5. Subject to clauses 15.1, 15.2 and 15.3, neither Party shall be liable for loss of profits, business or anticipated savings, destruction or deletion of data, loss of use of data, loss of reputation, loss of goodwill, any special, indirect or consequential loss or damage.
- 15.6. Due to GBG's reliance on third party data suppliers, and telecommunication services, over which GBG has no direct control, GBG cannot warrant:
 - (a) the accuracy, suitability for purpose/requirements and/or uninterrupted availability of the Service or Output Materials;
 - (b) that the use of the Service and/or the Output Materials will meet the Reseller's or Reseller End User's business requirements and the Reseller accepts that the Service was not designed or produced to its individual requirements and that it was responsible for its selection.

Consequently, the Reseller agrees that except as expressly set out in this Agreement, all warranties, conditions and other terms relating to the Service and this Agreement whether express or implied by law, custom or otherwise are, to the fullest extent permitted by law, excluded from this Agreement.

- 15.7. The Parties acknowledge that damages alone may not be an adequate remedy for a breach by the other Party of clauses 5 (Resale of the Service and Reseller Obligations), 9.4 (Reseller Indemnity), 12 (Intellectual Property Rights), 13 (Confidentiality) and 14 (Data Protection) of this Agreement. Accordingly, without prejudice to any other rights and remedies it may have, the injured Party shall be entitled to seek specific performance and/or injunctive or other equitable relief.

16. SUSPENSION AND TERMINATION

- 16.1. GBG may suspend all or part of the Service immediately and without notice in the event that the Reseller or any of its Reseller End Users breaches or GBG acting reasonably suspects that the Reseller has or any of its Reseller End Users have committed a material breach of this Agreement.
- 16.2. Either Party may terminate this Agreement by giving at least 90 days' prior written notice to the other of such termination to take effect on the expiry of the Initial Period.
- 16.3. Either Party may terminate this Agreement (or, if GBG wish, part of it) on immediate notice in writing to the other if any of the following applies:
 - (a) the other Party commits a material or persistent breach of this Agreement, which is capable of remedy, and it fails to remedy the breach within 10 Business Days of a written notice to do so. A breach shall be capable of remedy if the Party in breach can comply with the provision in question in all respects other than as to the time of performance;
 - (b) the other Party commits a material or persistent breach of this Agreement which cannot be remedied;
 - (c) any meeting of creditors of the other Party is held or any arrangement or composition with or for the benefit of its creditors (including where the directors of a company (other than one which is in administration or being wound up) may make a proposal to the company and to its creditors for a composition in satisfaction of its debts or a scheme of arrangement of its affairs) is proposed or entered into by or in relation to the other Party (other than for the purpose of a bona fide solvent re-construction, re-organisation or amalgamation);

- (d) the other Party ceases or threatens to cease carrying on business or is or becomes unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or other applicable legislation;
- (e) a nominee, supervisor, receiver, administrator, administrative receiver or liquidator is appointed in respect of the other Party or any encumbrancer takes possession of, or any distress, lien, execution or other process is levied or enforced (and is not discharged within seven days) upon, the assets of the other Party;
- (f) an order is made for the bankruptcy or winding-up of the other Party or a resolution for its winding up is passed;
- (g) a notice of intention to appoint an administrator is filed with the court or served on any creditor of the other Party;
- (h) an application for an administration order is issued at court in respect of the other Party;
- (i) a meeting is convened for the purpose of considering a resolution for the winding up of the other Party or the making of an application for an administration order or the dissolution of the other Party; or
- (j) any event analogous to any of clauses 16.3 (c) to (i) above occurs in any jurisdiction.

16.4. When this Agreement terminates

- (a) the Reseller will:
 - cease using the Service and procure that all of its Reseller End Users cease using the Service, or in the case where access to a specific part of the Service has been terminated cease to use the specified part of the Service; and
 - promptly pay any outstanding and unpaid invoices due for the Service whether the invoice was submitted before or after the termination of this Agreement.
- (b) GBG will cease using Reseller End User Data (and any copies of it) and shall arrange for its safe return or destruction as shall be required by the Reseller or Reseller End User (unless European Union, Member States and/or UK Law requires storage of any Personal Data contained within the Reseller End User Data or an exemption under GDPR applies).

16.5. When this Agreement terminates the Parties will return or destroy (at the option and request of the disclosing Party) any Confidential Information belonging to the other Party in its possession or control.

16.6. The termination of this Agreement does not affect the accrued rights, remedies and obligations or liabilities of the Parties existing at termination. Nor shall it affect the continuation in force of any provision of this Agreement that is expressly or by implication intended to continue in force after termination.

16.7. If GBG terminates this Agreement during the Initial Period following a breach of this Agreement by the Reseller, the Reseller agrees to pay GBG the Charges due, if any, for the remaining part of the Initial Period in accordance with clause 16.4.

17. AUDIT RIGHTS

17.1. The Parties acknowledge and accept that, due to the nature of the Services provided, a mutual audit right is required for each Party (the "Auditing Party") to be able to verify and monitor the other Party's compliance with its material obligations under this Agreement (the "Audited Party"). The following provisions of this clause 17 are to give effect to that requirement.

17.2. Upon receipt of the Auditing Party's reasonable request, the Audited Party shall provide the Auditing Party with any documentation or records which are reasonably required to enable the Auditing Party to verify and monitor the Audited Party's compliance with its obligations under this Agreement. Such information and records may be redacted to remove confidential commercial information not relevant to the request.

17.3. All information and records shall be provided without undue delay and where possible within 14 days of receipt of such request. The Audited Party shall also notify the Auditing Party of the name of the person within its organisation who will act as the point of contact for provision of the information required.

17.4. Subject to clauses 17.5 to 17.7, where, in the reasonable opinion of the Auditing Party, such documentation is not sufficient to demonstrate compliance or to meet the Auditing Party's obligations to a regulatory body (or in GBG's case to a Data Supplier), then the Auditing Party will be entitled, upon reasonable prior written notice and upon reasonable grounds, to conduct an on-site audit of the Audited Party's premises or to appoint a third party auditor to conduct an on-site audit for the purposes of investigating the Audited Party's compliance with its obligations under this Agreement.

17.5. Audits shall not be carried out on more than one occasion per year of this Agreement unless the Auditing Party reasonably believes that the Audited Party is in material breach of the Agreement or unless the Auditing Party is required to do so by any regulatory body with competent jurisdiction (or in the case of GBG, one of GBG's third party suppliers engaged in connection with the Service). The Auditing Party or its auditor may be accompanied by representatives of any such regulatory body (or third party Data Supplier in the case of GBG) in respect of any such audit imposed on the Audited Party.

17.6. All audits will be conducted in a manner that does not materially disrupt, delay or interfere with the Audited Party's performance of its business and shall be carried out at the expense of the Auditing Party. Should the audit reveal a material breach of the Agreement by the Audited Party, the Audited Party shall reimburse the Auditing Party for the full cost of the audit.

17.7. The Audited Party shall provide the Auditing Party (or any third party auditor as relevant) with reasonable, supervised access to its premises, employees, computers, IT systems and records as required for the purpose of any such audit.

18. DISPUTE RESOLUTION

18.1. If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it (a "Dispute") then the Parties shall follow the procedure set out in this clause 18, specifically:

- (a) either Party shall give to the other written notice of the Dispute, setting out its nature and full particulars (a "Dispute Notice"), together with relevant supporting documents. On service of the Dispute Notice, authorised representatives of GBG and the Reseller shall attempt in good faith to resolve the Dispute;
- (b) if the authorised representatives of GBG and the Reseller are for any reason unable to resolve the Dispute within 10 Business Days of service of the Dispute Notice, the Dispute shall be escalated appropriately in the circumstances within GBG and the Reseller in an attempt in good faith to resolve the matter; and
- (c) if, following escalation of the Dispute as described in clause 18.1(b), GBG and the Reseller are for any reason unable to resolve the Dispute within 30 Business Days of it being escalated, then the parties will attempt to settle it by way of mediation. Should the parties fail to reach a settlement within 25 Business Days from the date of engaging in such mediation, the Parties shall be entitled to refer the Dispute to the courts of England and Wales in accordance with clause 25.2 of this Agreement.

18.2. Notwithstanding clause 18.1 above, the Parties shall be entitled to seek injunctive or other equitable relief at any point should that Party deem it necessary to protect the legitimate business interests of that Party.

19. ANTI-BRIBERY AND CORRUPTION

19.1. Both Parties shall:

- (a) comply with all applicable laws, statutes, regulations, relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Relevant Requirements");

- (b) shall have and shall maintain in place throughout the term of this Agreement its own policies and procedures to ensure compliance with the Relevant Requirements and will enforce them where appropriate; and
 - (c) promptly report to the other Party any request or demand for any undue financial or other advantage of any kind received by that Party in connection with the performance of this Agreement.
- 19.2. Both Parties shall provide such supporting evidence of compliance, including annual certification (if requested) as the other party may reasonably request.

20. EVENT OF FORCE MAJEURE

- 20.1. Neither Party shall be in breach of this Agreement nor liable for any delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from an Event of Force Majeure. 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 three consecutive months, the Party not affected may terminate this Agreement immediately by giving written notice to the affected Party.

21. NOTICES

- 21.1. Notices required to be given under this Agreement must be in writing and may be delivered by hand or by courier, or sent by first class post to the following addresses:
- (a) to GBG at its registered office address and marked for the attention of the Company Secretary; and
 - (b) to the Reseller at the address to which the Reseller asks GBG to send invoices or the Reseller's registered office address (in the case of a corporate body).
- 21.2. Any notice shall be deemed to have been duly received:
- (a) if delivered by hand or by courier, when left at the address referred to in clause 21.1; or
 - (b) if sent by first class post, two Business Days after the date of posting.
- 21.3. This clause does not apply to the service of any proceedings or other documents in any legal action.

22. TAX EVASION AND FACILITATION OF TAX EVASION

- 22.1. Both GBG and the Reseller agree not to engage in Tax Evasion of any kind in any territory nor in the Facilitation of Tax Evasion of any kind in any territory.
- 22.2. Both GBG and the Reseller shall take such steps as may be required to ensure that they are not liable under Part 3 of the Criminal Finances Act 2017 (Corporate Offence of Failure to Prevent Facilitation of Tax Evasion). In particular, both Parties shall implement reasonable prevention procedures to prevent the Facilitation of Tax Evasion by Persons Associated with the relevant Party whilst acting in that capacity.
- 22.3. Each Party shall immediately notify the other as soon as it becomes aware of a breach of any of the requirements in this clause. Any breach of this clause shall be deemed a material breach of this Agreement that is not remediable.

23. MODERN SLAVERY

- 23.1 In performing their obligation under this Agreement, the Parties shall ensure that all employees, workers, self-employed contractors or consultants or other representatives who are performing services on behalf of either Party, shall at all relevant times:
- (a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations, codes and guidance from time to time in force including but not limited to those of the Modern Slavery Act 2015; and;

- (b) comply with any applicable policies relating to modern slavery and/or human trafficking as required by the relevant Party; and
- (c) take all reasonable steps to ensure that slavery and human trafficking are not taking place in its business..

24. MISCELLANEOUS

- 24.1. Agreed changes to this Agreement will be recorded in writing and will form part of this Agreement when signed by Authorised Signatories of both Parties.
- 24.2. Neither Party may assign or transfer (in whole or in part) any of its rights or obligations under this Agreement, without the other Party's prior written consent (such consent not to be unreasonably withheld or delayed).
- 24.3. GBG will not withhold its consent to a Reseller assignment provided that, the assignment would not:
- (a) put GBG in breach of regulatory requirements;
 - (b) put GBG in breach of its supplier obligations;
 - (c) meet the requirements of GBG's Data Suppliers, where relevant, or;
 - (d) be to a competitor of GBG.
- 24.4. Notwithstanding 24.2, GBG may assign such rights and obligations to a GBG Group Company without consent.
- 24.5. Save where expressly stated in the Additional Terms, a person who is not party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any term of this Agreement.
- 24.6. This Agreement constitutes the entire agreement between the Parties and replaces and supersedes all previous written or oral agreements relating to its subject matter.
- 24.7. The Parties agree that:
- (a) neither Party has been induced to enter into this Agreement by any representation, warranty or other assurance not expressly incorporated into it; and
 - (b) in connection with this Agreement its only rights and remedies in relation to any representation, warranty or other assurance are for breach of contract and that all other rights and remedies are excluded, except in the case of fraud.
- 24.8. If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this Agreement, and the validity and enforceability of the other provisions of this Agreement shall not be affected.
- 24.9. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all counterparts shall together constitute the same Agreement. No counterpart shall be effective until each Party has executed at least one counterpart.
- 24.10. No failure or delay by a Party to exercise any right or remedy under this Agreement or by law shall constitute a waiver of that or any other right or remedy nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other remedy.
- 24.11. Unless otherwise stated herein, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any other rights or remedies provided by law.

25. GOVERNING LAW AND JURISDICTION

- 25.1. By entering into this Agreement, the Parties warrant that they each have the right, authority and capacity to enter into and be bound by the terms and conditions of this Agreement and that they agree to be bound by these.

25.2. 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 and construed in accordance with the laws of England and subject to clause 18 both Parties submit to the exclusive jurisdiction of the English Courts, save that GBG may elect to bring enforcement proceedings against the Reseller in the courts of any jurisdiction where the Reseller or any of the Reseller's property or assets may be found or located.

Reseller Agreement

SCHEDULE 1 - STANDARD SUPPORT SERVICES

This section only applies if the Order Form shows that Standard Support Services have been selected. If so, this Schedule 1 will apply in addition to the General Terms and any applicable Additional Terms. Any definition not provided in this Schedule shall have the same meaning as set out elsewhere in the Agreement.

1. DEFINITIONS

1.1. The following definitions apply to this Schedule 1:

“**Business Day**” means Monday to Friday (including Public and Bank Holidays in England but excluding Christmas Day).

“**Business Hours**” means the working hours in a Business Day being 0800 to 2000 GMT.

“**Helpdesk**” means the helpdesk facility which GBG provides to handle enquiries and administration for the Service.

“**Normal Business Day**” means Monday to Friday, excluding Public and Bank Holidays in England.

“**Normal Business Hours**” means the working hours in a Normal Business Day being 0900-1730 GMT.

“**Planned Maintenance**” means any work planned in advance to be carried out by GBG or on GBG’s behalf that may cause the Service to be temporarily suspended.

“**Portal**” means the front end interface onto the Web Service Interface which allows a manual interaction with Services such as address lookup to be carried out.

“**User Guide**” means the user guide provided by GBG for use with the Service.

“**Web Service Interface**” means the programmatic interface through which Reseller Data or Reseller End User Data is passed by the Reseller to the Service or the Service passes Supplier Data to the Reseller or Reseller End User.

2. ACCESS TO THE SERVICE

2.1. The Service is accessed either from a web browser (Microsoft IE 6.0 or above) or directly by utilising the Web Service Interface. If accessing via the internet, the URL is as directed by your GBG Account Manager.

2.2. Secure login procedures (username and password) are required to access the Service either via the Internet or via the Web Services Interface and are detailed in the User Guide.

2.3. GBG will email the System Administrator with a username and password required to access the Service.

2.4. The System Administrator account which is accessed via the Portal will enable the System Administrator to create and edit Permitted Users.

2.5. The minimum technical specification for accessing the Service is:

- (a) System Administrator - PC with Internet access and e-mail; Microsoft Windows 2000, Server 2000, Server 2003, XP; Internet Explorer 6 or higher; and
- (b) Permitted User - PC with Internet access; Microsoft Windows 2000, Server 2000, Server 2003, XP; Internet Explorer 6 or higher.

3. STANDARD SUPPORT SERVICES

3.1. Day-to-Day System Administration: GBG will perform routine system administration of the Service, including server, network and security monitoring.

3.2. Service Management: The Service is provided 24 hours a day, 365 days per year. GBG will respond to faults GBG detects or which the Reseller reports to GBG as set out in paragraph 3.4 below.

3.3. Help Desk: GBG will provide the Reseller with the contact numbers (either telephone or fax, as appropriate) and email address of designated contact points, which will be the Reseller’s contact points for placing orders, reporting faults and making inquiries relating to the

Service. The Reseller can use the numbers to contact GBG to report faults 24 hours a day, 365 days a year (although the GBG Help Desk will only be manned during Business Hours) and to order services or make enquiries during Normal Business Hours.

3.4. Fault Reporting and Fault repair:

- (a) Any faults in the Service need to be notified to GBG’s Helpdesk via the System Administrator. The Reseller will need to use the reporting procedures GBG requires it to use from time to time.
- (b) If the Reseller reports a fault in the Service or makes a request for assistance, GBG will immediately undertake an initial assessment, provide a fault reference and discuss and agree with the Reseller a priority level.
- (c) Progress updates will occur:-
 - with Priority 1 incidents on a 1 hourly basis or as otherwise agreed during Business Hours.
 - Priority 2 on a 2 hourly basis and Priority 3 on a 3 hourly basis during Business Hours.
 - on resolution of the fault or problem during Business Hours;
 - on any change of resolution target time during Business Hours.

3.5. Service Restoration: Each of the priorities has the following associated target clearance time:

Service Level	Target	Impact
Priority 1 faults	80% of faults cleared within 4 hours of GBG’s acknowledgement of the fault.	The Service is not operational or is inaccessible.
Priority 2 faults	80% of faults cleared by the end of the next Business Day of GBG’s acknowledgement of the fault	Service is degraded, a marked increase in time to access the Service. A problem causing significant reduction in functionality.
Priority 3 faults	80% of faults cleared within 5 Business Days of GBG’s acknowledgement of the fault.	The Service is experiencing minor problems but is functioning substantially.
Priority 4 faults	Fix available in the next release of the software	Minor problem with the Service but does not impact the Reseller’s use of the Service.

3.6. Disclaimer: GBG will always try to resolve any fault within the appropriate target clearance time, but the Reseller recognizes and accepts that GBG may not be able to do so and that these times are only intended to be targets. In some cases, responses to and/or resolution of issues may need to involve one or more of GBG’s Data Suppliers, which will rely upon the timely cooperation of GBG’s Data Suppliers. Whilst in most instances, GBG will have agreed target response times with the Data Supplier, the Data Supplier’s timely cooperation is outside of GBG’s direct control and, in such instances, GBG cannot guarantee a resolution within the target response time. Furthermore, in some instances, the earliest a fault may be resolved could be upon the subsequent release of the product or service once updated Supplier

Data is available to GBG. In addition, a resolution may involve contact being made with suppliers who are on different time zones to GBG and/or the Reseller. Consequently, this could result in some additional delay in obtaining a response and/or resolution. Should this situation arise, GBG will respond to the Reseller at the very earliest opportunity.

- 3.7. Outside of Business Hours: The Helpdesk will only be available to receive reported faults. The target times will not begin until the start of Normal Business Hours on the next Normal Business Day. With the exception of Priority 1 faults, all other priorities which cannot be resolved by the Helpdesk by the end of Normal Business Hours on the Normal Business Day that GBG acknowledges them will be put on hold until the start of Normal Business Hours on the next Normal Business Day.
- 3.8. Scheduled Service Time: The Service is provided on a resilient platform enabling GBG to offer a high level of service which is scheduled to be available 24 hours per day, 7 days per week, 365 days per year. The Service has a target of 98.5% availability within any calendar month. This target excludes all periods of Planned Maintenance or any emergency maintenance or updates. GBG will always try to meet and exceed this monthly target availability. However, the Reseller accepts, that GBG may not always be able to do so and that this level of availability is only intended to be a target level.
- 3.9. Planned Maintenance: From time to time, GBG may need to schedule maintenance of the Service. GBG will always endeavour to conduct Planned Maintenance at a time that reduces the impact on the availability of the Service. So, where possible, Planned Maintenance will be conducted during low usage periods outside of Business Hours. If GBG needs to suspend the Service for Planned Maintenance (which GBG would only reasonably expect to be under exceptional circumstances) GBG undertake to give the Reseller as much advance notice as is practicable.
- 3.10. Customer Reports: The Service will allow the System Administrator online access to reports on the Reseller's usage.



Reseller Agreement

SCHEDULE 2 – PRO FORMA ORDER FORM

Pro Forma Order Form

Please complete and send to GBG at: Contracts@gbgplc.com

Order Date:

Reseller Details

Reseller Company:

Reseller Contact Name:

Reseller End User Contract Details

Reseller End User Contract Details			
Contract Start Date	Click here to enter a date.	Evaluation Order	<input type="checkbox"/> Tick if Yes
Initial Period in (Months) (Min 12 months)		Evaluation Period in (Days) (Max 30 Days)	
Contract Ends after Initial Period	<input type="checkbox"/> Tick if Yes	ICO Number	
Purchase Order Number		ICO Exemption Reason	
Company Registration Number		Public Sector Company	<input type="checkbox"/> Tick if Yes

Reseller End User Address Details

Reseller End User Address Details			
Company		Main Contact	
Trading as		Telephone	
Address Line 1		Email	
Address Line 2			
Address Line 3			
Address Line 4			
Town			
County			

Postcode			
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Additional Services to existing Agreement

Additional Services to an existing Agreement: Tick if Yes

Existing Contract Renewal Date: [Click here to enter a date.](#)

GBG Agreement Number:

(Contact GBG Account Manager to obtain if not known)

Where additional Clicks for Royal Mail PAF are added mid Term to an existing Agreement, any unused Clicks cannot be carried over past the Existing Contract Renewal Date.

Charges

GBG Product: [Enter GBG Product from the list - Click Here](#)

Address Validation

Per User Licensing

Number of Users	Quantity	Charges to Reseller (Per User)
Users 1-10	Choose an item.	
Users 11-20	Choose an item.	
Users 21-49	Choose an item.	
Users 50+ (POA)	Enter agreed Quantity	Enter agreed Charge

Per Click Licencing

Bundle of Clicks	Quantity	Charges to Reseller (Per Bundle)
2,000	Choose an item.	
5,000	Choose an item.	
10,000	Choose an item.	
20,000	Choose an item.	
50,000	Choose an item.	
100,000	Choose an item.	
Clicks not specified in Bundle (POA)	Enter agreed Quantity	Enter agreed Charge

Global Address Validation

Per Click Licencing

Bundle of Clicks	Quantity	Charges to Reseller (Per Bundle)
10,000	Choose an item.	
15,000	Choose an item.	
20,000	Choose an item.	
50,000	Choose an item.	
100,000	Choose an item.	
250,000	Choose an item.	
500,000	Choose an item.	
Clicks not specified in Bundle (POA)	Enter agreed Quantity	Enter agreed Charge

Global Phone and Email Validation

Per Click Licencing

- Live validation of any mobile phone number or email address around the world
- UK Landlines fully validated. Format check for all other countries

Bundle of Clicks	Quantity	Charges to Reseller (Per Bundle)
10,000	Choose an item.	
50,000	Choose an item.	
100,000	Choose an item.	
250,000	Choose an item.	
500,000	Choose an item.	
Clicks not specified in Bundle (POA)	Enter agreed Quantity	Enter agreed Charge

Additional Notes
