

SELECTABASE TERMS AND CONDITIONS

Version 01 May 2016

Provided by Selectabase Ltd, The Archive Centre, Honeywood Road, Dover, CT16 3EH (the Supplier).

Reseller Agreement

RESELLER AGREEMENT in respect of SELECTABASE MARKETING DATA (the 'Agreement')

This Agreement is made between:

	'Supplier'	'Reseller'
Full company name	SELECTABASE Limited	Refer to the Customer Order
Registered Office <i>(or, if applicable, principal place of business)</i>	The Archive Centre Honeywood Road Dover, Kent CT16 3EH	Refer to the Customer Order
Company number, if applicable	5234487	Refer to the Customer Order

This Agreement shall comprise the following:

- (i) Customer Order Form;
- (ii) The Reseller Special Terms and Conditions (the 'Reseller Special Terms');
- (iii) The Reseller Terms & Conditions Supplement (the 'Supplement'); and
- (iv) Supplier Terms and Conditions (the 'Terms and Conditions');

The Reseller acknowledges that it has read and understood the Terms and Conditions and agrees to be bound by them as varied by the Reseller Special Terms and the Supplement.

RESELLER SPECIAL TERMS AND CONDITIONS

Contractual Provisions

SERVICES

The provision of the Data, as indicated below, for resale in accordance with the terms of this Agreement. The Data will comprise the following:

Consumer Data

Business Data

PERMITTED PURPOSE

The Services will be utilised in one or more of the following Products and only as specified on the Customer Order Form:

- Selectabase Prospect Download and/or:
- Basic Branded (simple logo top & tail) version of Prospect Download and/or:
- Full Branded (white label) version of Prospect Download

The Reseller is permitted to provide the Data to its customers, via the above Reseller Product(s), but shall procure that its customers shall not sell, transfer, sub-license, distribute, commercially exploit or otherwise make available to, or use for the benefit of, any third party any of the Services or the Data without first obtaining the written consent of the Supplier.

The Services or Data may not be used for any other purpose including within any new product or product enhancement without prior written agreement from the Supplier.

BASIS OF APPOINTMENT

Non-Exclusivity:

The Reseller's appointment shall be non-exclusive so that the Supplier may appoint any other person as reseller, distributor or agent for the Services and the Data in the Territory and/or elsewhere.

TERRITORY

The Territory shall be: The European Union (EU)

The Reseller shall only be entitled to resell the Services and Data within the Territory.

MARKETING AND BRANDING

The Reseller shall observe all reasonable directions and instructions given by the Supplier in relation to promotion and marketing of the Services and the Data and in dealings with End Users and prospective End Users.

PERSONNEL

Each party undertakes that for the Term and for a period of twelve months afterwards it will not, without

the other party's prior written consent, directly or indirectly solicit any of the other party's employees who were in direct contact with the employees of the other party in connection with this Agreement. This restriction shall not apply to any person who responds to a bona fide advertisement which is published in a national, regional or trade newspaper or magazine.

OTHER DEFINITIONS

'Data' means the list rental data as set within the Services supplied to the Reseller and subsequently supplied to the End User, by the Reseller, in or out of connection to this Agreement

'End User/Customer' means an individual, firm or limited company or other party, that is to use the Service or the Data solely for their own internal business purposes. Where that person named is a representative of a legal entity, then that legal entity shall be deemed to also be an End User.

'Sub-Reseller' means any customer of the Reseller who resells and promotes the Data to End Users within the Territory.

'Third Party' means an individual, firm or limited company or other party that is to use the Data on behalf of the End User's internal business purposes. Where that person named is a representative of a legal entity, then that legal entity shall be deemed to also be a Third Party.

Where there is a conflict between the definitions in these Reseller Special Terms and Conditions and the other parts which collectively form this Agreement, the Reseller Special Terms and Conditions shall prevail.

RESELLER SPECIAL TERMS AND CONDITIONS

General

1. At a frequency agreed in writing by the parties (or in the absence of agreement as reasonably specified by the Supplier), the Reseller shall submit to the Supplier a marketing and sales report setting out information regarding the Reseller's promotion, marketing and sale of the Services and the Data, save that nothing in this clause shall require the Reseller to monitor prices or provide any other information which could be used directly or indirectly to fix the prices of the Services.
2. The Reseller shall attend such meetings as are reasonably required by the Supplier at the Reseller's expense.

Permitted Purpose

3. The Permitted Purpose for use of the Data and the Services is as set out in the Agreement. For the avoidance of doubt, neither the Reseller or the End User shall be entitled to appoint any reseller(s)
4. The Reseller will use and ensure that the End User warrants that the Data will only be used by the Customer or End User for the Customer's or End User's own business use pursuant to the terms hereunder and the Reseller, Customer and End User will not transmit or otherwise reveal the Data to any person or persons not employed in its business. For the avoidance of doubt All Users shall not be permitted to use the Data:
 - 4.1 for the purposes of providing any bureau services to any third party;
 - 4.2 on any laptop or portable device save for 5;
 - 4.3 for the purposes of assessing creditworthiness or for tracing debtors;
 - 4.4 for the sublicensing, selling or otherwise disclosing or making available to any third party acting (in the Suppliers reasonable opinion) as a credit reference agency or as a supplier of information used for assessing creditworthiness;
 - 4.5 in combination with any third party data source including without limitation data derived from lifestyle surveys or credit assessment unless otherwise approved in writing by the Supplier in advance
 - 4.6 for marketing to anyone under 18 years of age.
5. The Supplier may permit End Users to use the Data on a laptop or portable device provided that the Reseller:
 - 5.1 ensures that the End User agrees to implement robust encryption protection with a minimum strength of AES256 (or such other encryption standards as the Supplier may notify in writing from time to time) on each such laptop or portable device;
 - 5.2 includes a clause mandating such encryption requirements in a prominent position in the agreement signed between the Reseller and the End User;
 - 5.3 includes a prominent reminder of such encryption requirements with each download of Data that the End User makes via the Suppliers or Resellers where appropriate Products;
 - 5.4 limits the number of data records that may be downloaded by an End User to 50,000 records Per download and enforces this via technical controls on the Suppliers or Reseller's where appropriate Products;
 - 5.5 includes an audit clause in the agreement signed between the Reseller and each End User giving the Supplier and Reseller where appropriate the right to audit the End User's compliance with this Clause 5.; and
 - 5.6 takes reasonable steps to exercise such audit rights in the event that the Reseller becomes aware of any breach by the End User or upon request from the Supplier.
6. The Resellers customer will be entitled to supply the Data to a Third Party who is working on behalf of the End User providing that the Third Party only uses the Data for the End Users own internal business purposes.

Updates

7. The Supplier may from time to time at its own cost and expense update the Data and agrees to make the same available to the Reseller as soon as reasonably practicable after the Reseller has produced such updates for commercial release. Such updates must immediately be implemented by the Reseller.

8. Any updates provided pursuant to paragraph 7 above shall for the avoidance of doubt form part of the Data and use by the Reseller of such updates and/or any extracts thereof will be governed by the terms and conditions of the Agreement.
9. Without prejudice to any term of this Agreement, the Reseller acknowledges that due to the nature of data capture methods, over time it may not be possible to supply either the Data or the Data provided pursuant to the updates referred to in paragraph 7 & 8 above. Accordingly, the Supplier may (without liability) substitute new or alternative data the parties shall use all reasonable endeavours to agree the fees and charges in respect thereof and any such new or alternative data delivered shall be considered part of the Agreement.

End User Licence Terms

10. Notwithstanding Clause 2.6 of the Supplement, in the event that Reseller wishes to sub-license any Data to an End User it shall procure that such End User enters into a binding written agreement:-
 - (a) containing terms replicating Clause 3 of the Terms and Conditions and Paragraphs 4, 5 & 6 of the Reseller Special Terms; and
 - (b) incorporating contractual terms which are no less protective of the Suppliers interests and the Data and the Services as those set out in Clauses 3,4,7,13 & 14 of the Terms and Conditions and the whole of these Reseller Special Terms and the Supplement; (together, the "End User Licence Terms"). The Reseller shall not for the avoidance of doubt be entitled to provide or rent all or any part of the Data or the Services to any End User or Third Party until such End User or Third Party is bound by the End User Licence Terms.
11. The Reseller shall fully indemnify and keep fully indemnified the Supplier against:
 - (a) all and any actions, proceedings, claims and demands brought against the Supplier by any End User or Third Party or the use by any End User or Third Party of the Data;
 - (b) all and any losses suffered by the Supplier as a result of an End User or Third Party's failure to fully comply with the End User Licence Terms.

Additional Audit Rights

12. Without prejudice to any other provision of this Agreement and in addition to the audit rights granted to the Supplier by Schedule A of the Terms and Conditions, the Supplier or it's nominated representative shall have the right, at all times during the continuance of this Agreement and for a period of one year thereafter (upon reasonable notice and during Working hours) to visit the Resellers premises and audit all relevant records (in whatever form, including in electronic format) to verify the Resellers compliance with its obligations under the Agreement.

For the avoidance of doubt the Supplier shall only be permitted to make reasonable copies of any such Reseller records in event that the Supplier is able to demonstrate a discrepancy in compliance with its obligations under this Agreement. Such Reseller records shall in any event be treated as Confidential Information of the Reseller.

Changes to Data

13. The Reseller may from time to time make a request to the Supplier that it wishes the Supplier to provide new or replacement Data ("the Replacement Variables").
14. Upon receipt of a request pursuant to paragraph 13 above, the Supplier may, at its sole discretion, supply the Replacement Variables. Should the Supplier, at its sole discretion, choose to supply such Replacement Variables to the Reseller the parties shall negotiate in good faith concerning the fees relating to the Replacement Variables. For the avoidance of any doubt, should the Supplier decide to supply such Replacement Variables, the Replacement Variables shall be considered Data for the purposes of this Agreement.
15. In the event that the Supplier does not already hold such Replacement Variables or is not able to supply the Replacement Variables at a reasonable commercial rate the Supplier shall not be obliged to supply any Replacement Variables and shall have no liability to the Reseller and such failure shall not be a breach of this Agreement.

16. Subject to paragraph 13 above, where the Supplier makes any amendments to the Data such amendments shall be deemed to be subject to the terms of this Agreement.

Publicity and Use of Supplier Trade Marks

17. Reseller shall not make any public announcement about this Agreement or any commercial relationship between the parties without the prior written consent of the Supplier save to the extent that the Supplier has expressly agreed in writing the form of an agreed announcement which may be subsequently issued or otherwise used in such form (but only in such form) until such time as the Supplier expressly in writing withdraws such agreement.
18. Without prejudice to this Agreement and the foregoing the Reseller shall not without the prior written consent of the Supplier do any of the following:-
 - (a) use the Supplier name, the Prospect Download name or any other Supplier logo or registered trade mark or (hereinafter referred to as the "Supplier Marks") in any publication (including Internet web sites) or any broadcast including any promotional material; or
 - (b) make any reference to any term of this Agreement in any publication (including Internet web sites) or any broadcast including any promotional material; or
 - (c) make any reference to the use of the Data or Services or any of the Data or Services itself in any publication (including Internet web sites) or broadcast including any promotional material.
19. All Intellectual Property Rights in the Supplier Marks shall remain vested in the Supplier. To the extent that such rights vest in Reseller by operation of law, the Reseller hereby assigns absolutely such rights to the Supplier. Reseller agrees to comply with the Supplier's reasonable requests concerning the use of the Supplier's Marks.
20. Upon termination of this Agreement, all consents given by the Supplier under paragraphs 16 and 17 above shall cease and the Reseller shall immediately remove all references to the Supplier from all of the Reseller's web-sites and marketing materials.

Regulatory Framework

21. The Reseller acknowledges that the provision of certain data (by the Supplier and/or generally) is governed and/or restricted by various statutory provisions, regulations, codes of practice, rules and principles relating to the obtaining, use and sharing of personal data ("the Regulatory Framework" which shall include Direct Marketing Association (UK) Limited Code of Practice, Telephone Preference Service rules, Fax Preference Service rules, The British Code of Advertising Practice, The British Code of Sales Promotion Practice and The Advertising Association's Standards of Practice in List and Database Management (as such codes are amended and re-drafted from time to time), and that access to certain data (including data from Supplier's CAIS scheme) is conditional upon the intended recipient entering into and complying with certain obligations. Accordingly (and without prejudice to any other provision of this Agreement) the Reseller further acknowledges and agrees that the Supplier shall be entitled to suspend the provision of the Services and/or to decline to provide the Services to the extent that in the reasonable opinion of the Supplier to do so would be:
 - (a) contrary to any requirement of the Regulatory Framework;
 - (b) not desirable or practicable by reason of any political regulatory or public pressures;
 - (c) beyond the entitlement of the Reseller to receive any data which it is contemplated the Reseller will receive in connection with the provision of the Services.
22. The exercise by the Supplier of the rights set out in paragraph 21 of these Reseller Special Terms shall not with regard to any part of the Services terminate any obligation of the Supplier or the Reseller relating to any other part of the Services.
23. The Reseller shall at the request of the Supplier inform the Supplier in writing of the intended use of the Data which the Supplier reasonably considers relevant in order for the Supplier to determine that in performing the Services the Supplier and the Reseller are complying with the provisions of this Agreement and with the Regulatory Framework.

SPECIAL TERMS AND CONDITIONS RELATING TO CONSUMER DATA

Permitted Purpose

1. The Permitted Purpose shall mean use of the Data to produce extracts of the Data consisting of no more than 50,000 records per single Customer Order without the Supplier's prior written approval ("the Extracts") for:-
 - (a) The marketing of the Extracts to End Users; and
 - (b) The renting to such Customers of the Extracts, such rental being in accordance with and subject to the provisions of paragraphs 10 and 11 of the Reseller Special Terms and Conditions and paragraphs 3 and 4 below.

End User Licence Terms

2. Reseller will ensure that any Third Party or End User shall use Extracts once only and within 3 months of the date of such End User being supplied with such Extracts by the Reseller unless
 - (a) the End User first requests Reseller to cleanse the data prior to such use (in which case any fees and charges for use of the Data contained within such Extract shall be payable for a second time in accordance with the Customer Order Form or
 - (b) Multiple Usage has been agreed in which case all such usage will occur within 12 months of the date of such End User or Customer being supplied with such Extracts by the Reseller; and
 - (c) Reseller shall ensure that it incorporates the check names and addresses included from time to time by the Supplier in any Extracts supplied to End Users for the purposes of assisting the Supplier to monitor the usage of the said Data.
3. Reseller shall fully indemnify and keep fully indemnified the Supplier against all and any losses suffered by the Supplier as a result of an End User's failure to fully comply with the End User Licence Terms and/or paragraph 3 above.

SPECIAL TERMS AND CONDITIONS RELATING TO BUSINESS DATABASE

1. The Reseller Purpose shall not entitle the Reseller to do any of the following (or permit any third party or End User to do the same):
 - (a) to supply in aggregate more than 500,000 records to any End User (and/or its Group Companies) in any period of 12 consecutive months (with the first period of 12 consecutive months beginning on the Commencement Date). For the purposes of this restriction only "Group Company" means any company controlling, controlled by or in common control with a Customer or End User from time to time and "Control" shall mean direct or indirect ownership of 50% or more of the voting equities or equivalent for the relevant company;
 - b) to resell all or substantially all of the Services in any single supply to any End User;

RESELLER TERMS & CONDITIONS SUPPLEMENT

1. APPOINTMENT AND TERM

- 1.1. The Supplier authorises the Reseller to be a reseller in respect of the Services and Data in the Territory and the Reseller agrees to act in that capacity, upon the terms and conditions of this Agreement and these terms and conditions hereunder.
- 1.2. This Agreement shall be deemed to have commenced on the date stipulated on the Customer Order Form and shall continue for the term as specified on the Customer Order Form and thereafter unless properly terminated by either party serving appropriate notice on the other party.

2. PRIMARY OBLIGATIONS AND WARRANTIES

- .2.1. the Supplier shall:
 - 2.1.1. supply the Services in accordance with as stated on the Customer Order form;
 - 2.1.2. use all reasonable care and skill in the performance of the Services;
 - 2.1.3. use all reasonable care and skill in the collection and collation of any data on which the Services are based or which is comprised within the Services;
 - 2.1.4. provide the Reseller with any information as the Reseller may reasonably require in connection with resale of the Services;
 - 2.1.5. not use any of the data provided to it by the Reseller for auditing purposes of marketing its services.
- 2.2. The Reseller shall:
 - 2.2.1. sell, promote, market and increase sales of the Services within the Territory;
 - 2.2.2. act diligently and in good faith in all its dealings with the Supplier, its End Users and prospective End Users;
 - 2.2.3. provide the Supplier with any information or assistance which the parties have agreed the Reseller shall provide in order for the Supplier to perform its obligations under this Agreement, and shall use all reasonable endeavours to ensure that any such information provided to the Supplier is complete, accurate and in the agreed format;
 - 2.2.4. not do anything to harm the Supplier's reputation;
 - 2.2.5. not pledge the credit of the Supplier in any way or bind it by contract or otherwise, except as specifically permitted under this Agreement; and
 - 2.2.6. not modify the Services save as permitted by the Supplier in writing and in respect of services owned or developed by the Reseller for which they own the Intellectual Property rights.;
 - 2.2.7. not use any marketing or promotional materials or exhibit or present at any marketing events with respect to the Services save as provided for in this Agreement;
 - 2.2.8. not register any domain name relating to the Services or resembling the trade marks which is likely to deceive or cause confusion for use on the Internet except with the prior written consent of the Supplier;
- 2.3. Each of the parties shall use all reasonable endeavours to perform its obligations under this Agreement;
- 2.4. Each party warrants that:
 - 2.4.1. it has the full power and authority to enter into this Agreement;
 - 2.4.2. it has obtained and will continue to hold all necessary licences, consents, permits and agreements required for it to comply with its obligations under this Agreement and for the grant of rights to the other party under this Agreement;
 - 2.4.3. the use by the other party as permitted by this Agreement of any information, data, software, documentation, scorecards and/or services which it provides to the other party shall not infringe any third party Intellectual Property Rights.
- 2.5. The warranties expressly set out in this Agreement are the only warranties that each party gives to the other in respect of the subject matter of this Agreement. All other warranties, representations or terms of equivalent effect that might be implied by law are excluded to the extent permitted by law.

- 2.6. The Reseller shall ensure that all End Users enter into a written agreement with the Reseller prior to the Reseller providing the Services to the End User. The Reseller shall ensure that it contains the terms set out in these Reseller Terms and terms equivalent to or no less favourable to the Reseller to those set out in clauses 3, 4, 7, 13 & 14 of the Terms and Conditions, provided that references to “the Supplier” in this context shall mean the “Reseller” and references to the “Reseller” shall mean the “End User”.
- 2.7. The Reseller shall and keep fully indemnified the Supplier against all and any losses suffered by the Supplier as a result of an End User’s failure to fully comply with the End User Licence Terms

3. LICENCE AND USE

- 3.1. The Supplier grants the Reseller a non-exclusive licence to use any Data and the Services in the Territory not for any Improper Purpose on any licence terms identified in this Schedule for the Initial Term. The licence granted under this Clause is made separately in respect of each individual element of the Data and commences on the day that each such element of the Data is first made available to the Reseller.
- 3.2. The licence granted under Clause 3.1 will automatically expire on termination of this Agreement for any reason.
- 3.3. The licence granted under Clause 3.1 shall be non-transferable unless otherwise reasonably agreed between the parties.
- 3.4. The Reseller grants the Supplier and shall procure the grant of:
 - 3.4.1. a perpetual, royalty free, non-exclusive, non-transferable licence to use and copy the Reseller Data which is provided to the Supplier or input into any of the Supplier’s databases under or in accordance with the terms of this Agreement for any agreed purposes and/or in order for the Supplier to comply with any requests made to the Supplier under statute;
 - 3.4.2. subject to Clause 3.4.1 for the Term, a royalty free, non-exclusive and non-transferable licence to use any Reseller Materials in order to perform its obligations under this Agreement.
- 3.5. The Reseller agrees that it will:
 - 3.5.1. not use the Services and Data for any Improper Purpose;
 - 3.5.2. subject to clause 3.3 and this Agreement, not sell, transfer, sub-license, distribute, commercially exploit or otherwise make available to, or use for the benefit of, any third party any of the Services or Data;
 - 3.5.3. Use best endeavours not to allow any Third Party to adapt, alter, modify, reverse engineer, de-compile or otherwise interfere with the Data and/or Services without the prior written consent of the Supplier or as otherwise permitted by law;

4. THIRD PARTY CLAIMS

- 4.1. The Reseller shall fully indemnify the Supplier against:
 - 4.1.1. any amounts paid by the Supplier to any third party as a result of or in connection with any claim which that third party brings against the Supplier alleging that the Reseller has breached this Agreement and these special terms and conditions; and
 - 4.1.2. any associated legal expenses reasonably and properly incurred.
- 4.2. If any claims are made, or in the Supplier’s reasonable opinion are likely to be made, by any third party alleging that its Intellectual Property Rights are infringed by the Reseller’s use of the Data or Services as permitted by the terms of this Agreement, the Supplier may at its sole option and expense:
 - 4.2.1. procure for the Reseller the right to continue using the relevant Data or Services (or any part of them) in accordance with the terms of this Agreement;
 - 4.2.2. modify the relevant Data or Services to avoid the infringement or replace the relevant Data with non-infringing Data with data of a similar nature to the infringing data;
 - 4.2.3. In the event that the Supplier are unable to replace the relevant Data with non-infringing data, the Reseller reserves the right to suspend this Agreement or renegotiate the terms herein until usual Services are resumed at the reasonable opinion of the Reseller.

5. ASSIGNMENT AND SUB-CONTRACTING

5.1. The Reseller is prohibited from assigning, sub-contracting transferring, charging or dealing in any other manner with this Agreement or any of its rights under it, or purport to do any of these things, to any or all of its obligations under this Agreement without the prior written consent of the Supplier.

6. GENERAL

6.1. If either party fails to exercise a right or remedy that it has or which arises in relation to this Agreement, such failure shall not prevent that party from exercising that right or remedy subsequently in respect of that or any other incident.

6.2. A waiver of any breach or provision of this Agreement shall only be effective if it is made in writing and signed on behalf of the party who is waiving the breach or provision. Any waiver of a breach of any 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.

6.3. This Agreement and all matters arising out of it shall be governed by, and construed in accordance with, the laws of England. The English courts shall have exclusive jurisdiction over any claim or matter which may arise out of or in connection with this Agreement.

6.4. Variations of this Agreement shall not be effective unless recorded in writing signed by the parties; variations in electronic form shall not count as variations recorded in writing. However, variations to this Agreement made in accordance with any agreed change of control procedure shall be effective.

6.5. 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. 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 it or by any agent or person on its behalf which is not expressly contained in this Agreement.

6.6. The parties hereby agree that nothing in this Agreement shall be construed as creating a right which is enforceable by any person who is not a party to this Agreement or a permitted assignee of such a party.

6.7. 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.

6.8. The Reseller shall fully indemnify the Supplier against:

6.8.1. create a partnership or joint venture of any kind between the Reseller and the Supplier;

6.8.2. authorise either party to act as agent for the other party;

6.8.3. authorise either party to act in the name or on behalf of, or otherwise to bind, the other party in any way.

6.9. In this Agreement any reference to a statutory provision includes a reference to any modification or re-enactment of it from time to time;