1. DEFINITIONS

Term	Definition
Corpdata	***Corpdata*** Limited, registered in England and Wales No. 02690712, whose registered office is at ***Corpdata*** House, Den Crescent, Teignmouth, TQ14 8BQ.
controller	The natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the ***processing*** of ***personal data***.
purchaser	The natural or legal person, public authority, agency or other body which, alone or jointly with others, to whom ***Corpdata*** agrees to provide goods and/or services for a consideration.
data subject	An identified or identifiable natural person to whom ***personal data*** relates.
personal data	Any information relating to an identified or identifiable natural person (a ***data subject***); an identifiable natural person is one 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.
data record	A single entry of the proprietary information of ***Corpdata*** typically, but not always, including inter alia information about one organisation and one decision maker within the organisation.
direct marketing list	Multiple ***data records*** aggregated into one or more than one list of ***data records*** typically but not always taking the form of a spreadsheet, data table or other structured data file.
licensee	The natural or legal person, public authority, agency or other body, for whose benefit ***Corpdata*** is authorizing the use of a ***direct marketing list***. For the purposes of this ***agreement***, ***licensee*** excludes from its meaning any third-party, including any holding company, group company or subsidiary. The ***licensee*** is accountable for the usage of any ***direct marketing list*** provided under this ***agreement***.
processor	A natural or legal person, public authority, agency or other body which processes data on behalf of the ***controller***.
processing	Any operation or set of operations which is performed on the ***direct marketing list***, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
active usage license	A license to use the proprietary information of ***Corpdata*** Limited that has commenced and has not expired and has not been exhausted and has not been cancelled and for which payment has been received by ***Corpdata***.
GDPR	The General Data Protection Regulation (***EU***) 2016/679 of the European Parliament and of the Council.
UK GDPR	The UK version of ***GDPR*** as peculiarised in 2018, and sits alongside the Data Protection Act 2018.
EU	The European Union.
ICO	The Information Commissioner's Office, or any successor body.
PECR	The Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426), as amended.
Data (Use and Access) Act 2025	The UK Act of that name, which received Royal Assent on 19 June 2025 and amends ***UK GDPR*** and related data protection legislation.
territory that provides an adequate level of protection under GDPR	A territory that is listed in the Official Journal of the European Union as providing an adequate level of protection for ***personal data***, or the ***ICO*** under ***UK GDPR***.
professionally relevant direct marketing	Direct marketing that is relevant to the ***data subject*** in their professional capacity.
agreement	This ***agreement*** between ***Corpdata*** and the ***licensee*** for a license to use a ***direct marketing list*** on terms specified in this document and in the ***Corpdata*** Order Form which shall be part of this ***agreement***.

2. GOVERNING LAW & JURISDICTION

2.1. This ***agreement*** is governed by and shall be construed in accordance with the laws of England.

2.2. The parties submit all their disputes arising out of or in connection with this ***agreement*** to the exclusive jurisdiction of the courts of England.

3. ENTIRE AGREEMENT

3.1. This ***agreement*** constitutes the entire ***agreement*** between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to this subject matter.

3.2. Each party acknowledges that in entering into this ***agreement*** it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this ***agreement***.

3.3. No party shall have any claim for innocent or negligent misrepresentation based upon any statement in this ***agreement***.

3.4. Each provision, requirement or exclusion contained in this ***agreement*** shall be severable and shall subsist notwithstanding the inapplicability or unenforceability of any other terms contained herein.

3.5. Changes to this ***agreement*** shall be valid and effective only if made in writing and signed by both parties.

4. COPYRIGHT

4.1. All intellectual property rights pertaining to the ***direct marketing list*** including without limitation copyright shall remain the sole property of ***Corpdata***.

4.2. The ***licensee*** is granted a non-transferable license to use the ***direct marketing list*** for direct marketing purposes only.

4.3. The ***direct marketing list*** shall not be used whether in whole or in part to create, develop or augment any list, service or product. It shall not be offered whether for a consideration or otherwise to any other party including inter alia internet or intranet-based services or any other service or directory or information resource providing any benefit whatsoever to any other party.

4.4. The ***direct marketing list*** may be disclosed by the ***licensee*** only to a ***processor*** contractually bound to use the ***direct marketing list*** only for direct marketing purposes, only for the benefit of the ***licensee***.

4.5. Except as referred to in clause 4.4 the ***direct marketing list*** shall not be reproduced, duplicated, shared, transferred or otherwise disclosed, or be used to benefit a third party including without limitation, any business, company or entity associated or affiliated with the ***licensee***, unless agreed in writing in advance by ***Corpdata***.

4.6. Where a prospect initially identified through the ***direct marketing list*** becomes a customer, through making a purchase or commencement in genuine commercial engagement or interest by positive response, explicitly not by a click through, the ***licensee*** shall be entitled to create a version of the ***data record*** and will have beneficial ownership, intellectual property rights and copyright of the created customer record. This does not affect the intellectual property and other rights ***Corpdata*** has over the ***data record*** in the ***direct marketing list***.

5. CONFIDENTIALITY

5.1. Each party shall keep confidential all information of a confidential nature disclosed to it by the other party in connection with this ***agreement***, including without limitation the ***direct marketing list***, any ***data record***, the pricing and commercial terms of this ***agreement***, and each party's business, technical and operational information (***Confidential Information***), and shall not disclose the same to any third party except as expressly permitted under this ***agreement*** or as required by law.

5.2. The obligations in clause 5.1 shall not apply to information which: (a) is or becomes publicly available other than as a result of a breach of this ***agreement***; (b) was already lawfully in the receiving party's possession before disclosure by the other party; (c) is lawfully obtained from a third party who is not under any obligation of confidentiality in respect of it; or (d) is independently developed without reference to the ***Confidential Information***.

5.3. This clause shall survive termination or expiry of this ***agreement***.

6. LIMITATION OF LIABILITY

6.1. ***Corpdata*** shall not be liable for any claim arising from inappropriate or unauthorised use of the ***direct marketing list***, including without limitation electronic communications, spamming, contraventions of data protection or privacy regulations.

6.2. The information included in the ***direct marketing list*** is on the date of supply accurate to the best of the ability of ***Corpdata***. Notwithstanding any terms of this ***agreement***, ***Corpdata*** shall not be liable for any claim arising out of the performance, non-performance, delay in delivery of, or defect in the ***direct marketing list***, nor for any special, indirect, economic or consequential loss or damage however so arising or however so caused (including loss of profit or revenue) whether from negligence, or otherwise in connection with the supply, functionality or use of the ***direct marketing list*** or any breach of this ***agreement***.

6.3. Any liability of ***Corpdata*** in respect of this ***agreement*** shall be limited to the value of the invoice or invoices raised by ***Corpdata*** against the ***licensee*** in respect to this ***agreement***. Nothing in this ***agreement*** excludes or limits ***Corpdata***'s liability for death or personal injury caused by its negligence, for fraud or fraudulent misrepresentation, or for any other liability which cannot lawfully be excluded or limited under English law.

6.4. The ***direct marketing list*** shall only be used in compliance with all legislation, including inter alia data protection, privacy, direct marketing, consumer protection, distance selling and advertising standards.

7. GENERAL

7.1. The ***direct marketing list*** supplied by ***Corpdata*** shall only be processed while an ***active usage license*** for the ***direct marketing list*** from ***Corpdata*** concerned exists.

7.2. The ***controller*** shall only process the ***direct marketing list*** or cause the ***direct marketing list*** to be processed by a third-party ***processor*** when that ***processing*** is governed by a written contract.

7.3. The ***controller*** shall only process the ***direct marketing list*** or cause the ***direct marketing list*** to be processed by a third-party ***processor*** when that ***processor*** and ***processing*** is located within the ***EU*** or in a ***territory that provides an adequate level of protection under GDPR***.

7.4. The ***controller*** shall ensure the ***direct marketing list*** is processed in a manner that ensures appropriate security of the ***personal data***, including protection against unauthorised or unlawful ***processing*** and against accidental loss, destruction or damage, using appropriate technical or organisational measures.

7.5. ***Corpdata*** shall not be liable and shall not be held responsible for any costs as a result of changes in the volume of ***data records*** available. Estimates provided in any quotation provided by ***Corpdata*** are not binding upon ***Corpdata***. ***Corpdata*** will make its best efforts to achieve the estimates.

7.6. Where the ***purchaser*** and the ***licensee*** are not one and the same entity, by signing this ***agreement*** the ***purchaser*** warrants that the ***licensee*** has read, understood and agrees to be bound by the terms of this ***agreement***. The ***purchaser*** shall not process the ***direct marketing list*** except to transmit the ***direct marketing list*** to the ***licensee*** or a ***processor*** as referred to in clause 4.4 nominated by the ***licensee*** and shall expunge the ***direct marketing list*** immediately after successful onward transmission.

7.7. The ***licensee*** shall prior to receiving a license to use the ***direct marketing list*** inform ***Corpdata*** of the intended products and services that the ***direct marketing list*** will be used to promote. ***Corpdata*** shall grant a license based upon the expressed usage being a ***professionally relevant direct marketing*** message for the ***data subject*** to receive. Any change to the products and services to be

promoted must be approved in writing, by ***Corpdata***, in advance of using the ***direct marketing list*** for new products or services.

7.8. The ***licensee*** is responsible for understanding all legislation, regulations and other instruments applicable whether by geography or business sector or other reasons relating to the ***processing*** of the ***direct marketing list*** for ***professionally relevant direct marketing***. The ***licensee*** must comply with all laws when ***processing*** the ***data records*** including but not limited to the Data Protection Act 2018, ***UK GDPR***, ***GDPR***, the ***Data (Use and Access) Act 2025***, ***PECR***, and FCA regulations.

7.9. The ***licensee*** shall notify ***Corpdata*** without undue delay upon becoming aware of any ***personal data*** breach affecting a ***direct marketing list*** or any ***data record*** derived from it.

8. DATA SOURCING WARRANTY

8.1. ***Corpdata*** warrants that, as at the date of supply, it has a valid lawful basis under ***UK GDPR*** and (where applicable) ***GDPR*** for the collection, compilation and supply of the ***data records*** comprised in the ***direct marketing list***.

8.2. ***Corpdata*** warrants that it maintains reasonable processes to identify and exclude from the ***direct marketing list*** any ***data subject*** who has, to ***Corpdata***'s knowledge as at the date of supply, exercised a right to object, opted out of direct marketing, or otherwise validly requested that their data not be used for direct marketing purposes.

8.3. ***Corpdata*** warrants that its sourcing, collation and supply of the ***direct marketing list*** complies in all material respects with ***UK GDPR***, ***GDPR*** (where applicable), the Data Protection Act 2018, the ***Data (Use and Access) Act 2025***, and ***PECR***.

8.4. ***Corpdata*** shall maintain its own registration with the ***ICO*** and its own data protection compliance programme, and shall provide the ***licensee*** with reasonable evidence of the same upon written request.

8.5. The warranties in this clause are given as at the date of supply of the ***direct marketing list*** only and do not extend to any change in the status of a ***data record*** arising after that date, including any objection or opt-out received by ***Corpdata*** after supply.

9. COMPLIANCE

9.1. All data derived from ***data records*** included in the ***direct marketing list*** including inter alia duplicates, copies, and other version of the ***direct marketing list*** shall be appropriately marked so the source of the data is identifiable, and shall have an expiry date for usage of the ***data record***.

9.2. Where ***personal data*** elements of a ***data record*** are combined with data elements from other sources to form a composite record, the ***licensee*** shall ensure each ***personal data*** element can be identified, including its source, and removed or changed as required.

9.3. ***Corpdata*** shall not be in any way responsible for ***data records*** or data elements or the usage of data elements or ***data records*** where the data elements or ***data records*** are sourced in whole in part from other sources.

10. UNAUTHORISED USAGE

10.1. Unauthorised usage includes inter alia disclosure, transfer, resale, reuse, continued usage beyond the end of the ***active usage license***, data capture or copying and modification in part or on whole.

10.2. Where unauthorised usage is detected and confirmed upon investigation, the ***licensee*** shall, without prejudice to any other remedy available to ***Corpdata***, pay to ***Corpdata*** compensation reflecting a genuine pre-estimate of ***Corpdata***'s loss arising from the unauthorised usage, being an amount equal to the fees ***Corpdata*** would reasonably have charged for a licence permitting the use actually made of the ***direct marketing list***, together with ***Corpdata***'s reasonable costs of investigation, such compensation to be payable within 14 days of written demand. Additionally, the ***licensee*** shall certify they have expunged all versions of the ***direct marketing list*** and all data derived from the ***direct marketing list***, including versions held by processors.

10.3. For information, ***Corpdata***'s typical commercial price for licensing a ***direct marketing list*** for use without licence restrictions is 10 times the cost of a standard licence, and this would typically represent ***Corpdata***'s estimate of loss arising from unauthorised usage.

10.4. Where the ***direct marketing list*** has been resold ***Corpdata*** additionally reserve the right to seek legal redress and recoup costs and damages including legal costs, damages and interest.

10.5. Exercise of clauses 10.2 and 10.4 by ***Corpdata*** shall be without prejudice to other rights ***Corpdata*** may have and remedies it may seek.

10.6. ***Corpdata*** reserves the right to inform the ***ICO*** of unauthorised usage as a data breach notification.

11. QUALITY GUARANTEE

11.1. ***Corpdata*** offer a 'two for one' replacement or refund policy on all Post Office marked gone-away ***data records*** and telephone verified gone-away ***data records*** and email address ***data records*** having an email address confirmed as permanently undeliverable by ***Corpdata***. This guarantee shall only apply for up to thirty calendar days after the ***direct marketing list*** is supplied by ***Corpdata*** to the ***licensee***.

11.2. The guarantee shall be satisfied by replacing each gone-away ***data record*** with two other valid, within target ***data records*** that do not already form part of the ***direct marketing list***. Where there are insufficient valid, within target ***data records*** that do not already form part of the ***direct marketing list***, ***Corpdata*** shall refund double the single ***data record*** cost as invoiced for each gone-away ***data record***.

11.3. ***Corpdata*** shall not be liable for direct or indirect loss, consequential loss or loss of profits suffered by the user of ***data records*** supplied by ***Corpdata*** for any reason whatsoever including inter alia non-connection or inaccurate data.

12. PAYMENT

12.1. The ***Corpdata*** Order Form forms part of this ***agreement***.

12.2. Payment must be received by ***Corpdata*** within the terms agreed to on the ***Corpdata*** Order Form, or another written document agreed in advance by ***Corpdata*** and the ***licensee***.

12.3. Any query relating to an invoice must be made within seven calendar days of receipt of the invoice.

12.4. Invoices not settled within terms referred to in clause 12.2 will be subject to interest at the rate of 2% above the Bank of England Base Rate on a daily basis or 5% whichever is greater. In addition, where invoices are not settled within terms referred to in clause 12.2 administrative and legal fees will be added to the outstanding amount where credit control and enforcement activities are undertaken.

12.5. All sums payable under this ***agreement*** are exclusive of Value Added Tax (VAT). Where VAT is chargeable on any supply made under this ***agreement***, ***Corpdata*** shall add VAT to its invoices at the rate prevailing at the time of supply, and the ***licensee*** shall pay such VAT in addition to the sums otherwise due.

13. FORCE MAJEURE

13.1. Neither party shall be liable for any failure or delay in performing its obligations under this ***agreement*** to the extent that such failure or delay is caused by circumstances beyond that party's reasonable control, including but not limited to acts of God, war, terrorism, civil commotion, fire, flood, epidemic or pandemic, industrial action, or failure of telecommunications, power or utility networks (a ***Force Majeure Event***).

13.2. If a ***Force Majeure Event*** continues for more than 30 consecutive days, either party may terminate this ***agreement*** by written notice to the other, without liability for such termination other than in respect of sums already due and payable.

14. NOTICES

14.1. Any notice given under this ***agreement*** shall be in writing and shall be delivered by hand, sent by pre-paid first-class post, or sent by email, to the other party at the address or email address specified in the relevant ***Corpdata*** Order Form or such other address as either party may notify to the other from time to time in accordance with this clause.

14.2. A notice shall be deemed received: if delivered by hand, at the time of delivery; if sent by pre-paid first-class post, 2 working days after posting; and if sent by email, at the time of transmission, provided that no delivery failure notification is received by the sender.

15. END OF ACTIVE USAGE LICENSE TERM

15.1. Upon expiry of the ***active usage license*** the ***licensee*** shall certify they have expunged all versions of the ***direct marketing list*** and all data derived from the ***direct marketing list***, including versions held by processors.

16. DELIVERY

16.1. The ***direct marketing list*** will be available to download from ***Corpdata*** within one working day of ***Corpdata*** receiving payment in full.

16.2. Other payment and delivery arrangements may be agreed between ***Corpdata*** and the ***licensee*** in writing in advance.

17. SINGLE CAMPAIGN USE LICENSE

17.1. The ***licensee*** shall be entitled to use the ***direct marketing list*** as often as required within 1 calendar month of supply.

18. FIXED TERM LICENSE INCLUDING 12 MONTH LICENSE

18.1. The ***licensee*** shall be entitled to use the ***direct marketing list*** for as long as an ***active usage license*** exists.

18.2. The ***active usage license*** expires on the last day of the fixed term license period.

19. ETERNAL USE LICENSE

19.1. The ***licensee*** shall be entitled to use the ***direct marketing list*** as often as required without time restriction.