



The subscriber as set out in this Order Form ("**Customer**", "**you**") may subscribe to one or more of the Online Services specified in this Order Form by agreeing to be bound by the General Terms and Conditions (Exhibit A) and the terms of the Price Schedule (Exhibit B).

This Order Form, the General Terms and Conditions (Exhibit A), including the terms on an LN website that are incorporated by reference (as may be updated from time to time) and the Price Schedule (Exhibit B) together represent the entire agreement between you and LexisNexis ("**LN**", "**we**", "**us**", "**our**"), a division of RELX (UK) Limited (the "**Agreement**").




Your subscription is subject to acceptance by LN, which acceptance shall be evidenced by the issuing of one or more identification numbers for access to the Online Services.

In the event that the Customer is exempt from VAT, the Customer shall notify LN in writing and provide such evidence as is satisfactory to LN of such status.

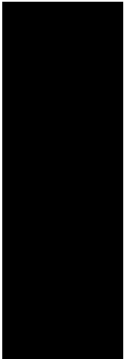


If a Purchase Order is required, and therefore a Purchase Order Number is required, any Purchase Order Number must be immediately provided in writing to LN. Any delay or failure to do so is a breach of this Agreement. Any such failure has no effect on the continuing right of LN to payment of any and all services supplied (whether wholly or in part).

<b>SUBSCRIBER</b>	Home Office OSCT
<b>Authorised subscriber SIGNATURE</b>	 (Please also sign on pages 5 & 7)
<b>PRINT NAME</b>	
<b>TITLE</b>	Commercial, Prevent
<b>DATE</b>	May 11, 2023

<b>NAME OF SUBSCRIBER</b>	Home Office OSCT						
<b>ADDRESS</b>	Apollo House 36 Wellesey Road Croydon						
<b>COUNTRY</b>	United Kingdom	<b>POST CODE</b>	CR9 (RR	<b>VAT NUMBER</b>		<b>P.O. NUMBER</b>	

	MAIN CONTACT	POLICY CONTACT	BILLING CONTACT
<b>NAME</b>		as main	as main
<b>TEL</b>			
<b>FAX</b>			
<b>E-MAIL</b>			

<b>Customer number:</b>		<b>Account number:</b>	
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PREFERRED SERVICE(S)	SKU number (s)	NO. OF Users	PRICE PLAN	TERM START DATE	TERM END DATE	MONTHLY LIMIT	MONTHLY COMMITMENT
Nexis= News and Business research solution				1 <sup>st</sup> May 2023	30 <sup>th</sup> April 2024	NOT APPLICABLE	£2673.89+vat
SELECT=			SELECT			SELECT	
SELECT=			SELECT			SELECT	
SELECT=			SELECT			SELECT	

SELECT=			SELECT			SELECT	
YEAR 1 MONTHLY COMMITMENT TOTAL						£ 2673.89	
YEAR 2 MONTHLY COMMITMENT TOTAL						SELECT	
YEAR 3 MONTHLY COMMITMENT TOTAL						SELECT	
YEAR 4 MONTHLY COMMITMENT TOTAL						SELECT	
YEAR 5 MONTHLY COMMITMENT TOTAL						SELECT	

BILLGROUP	SERVICE(S) & PRODUCT(S) + DESCRIPTION	NO. OF UNIQUE ENTITIES (average per year)	MONTHLY COMMITMENT
	Please select		
	Please select		

BILLGROUP	SERVICE(S) & PRODUCT(S) + DESCRIPTION	NO. OF CLICKS* (per year)	MONTHLY COMMITMENT

\* 1 entity check might generate several clicks according to the nature of the request. Additional clicks above the stated maximum will be charged at a rate of .

SUPPORT	MONTHLY COMMITMENT
Please select	
Please select	

SET UP OPTIONS	ONE OFF PRICE
Please select	
Please select	
The Customer might request additional technical support, which will be billed in addition to the commitments set forth in this Agreement. The additional support will be billed at an hourly rate of .	

CURRENCY OF ACCOUNT	STERLING	PRICE PLAN PERIOD	12 months	INTRANET DELIVERY	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES NUMBER OF USERS = (SEE ATTACHED SHEET)
INDUSTRY CODE	2T	TERM DATE	1 <sup>st</sup> of May 2023		

For the Customer's Billgroups set forth above with Fixed Price Plan, the following will apply to Authorized Users under those Billgroups: "Authorized User" means an individual to whom the Customer assigns an LN identification number under a Billgroup ("LN ID"). Only the Customer's employees, temporary employees, and contractors are eligible to be Authorized Users. The Customer agrees that each LN ID may only be used by the Authorized User to whom it is assigned and may not be shared with or used by any other person, including other Authorized Users. The Customer will manage its roster of Authorized Users and will promptly notify LN to deactivate an Authorized User's LN ID if the Authorized User no longer works for the Customer or the Customer otherwise wishes to terminate the Authorized User's access to the Online Services. The Customer is responsible for all use of the Online Services accessed with LN IDs and associated passwords, including associated charges, and for use of the Online Services by temporary employees and contractors to the same extent as if they were the Customer's employees. The Customer will implement policies and procedures to prevent unauthorized use of LN IDs and will immediately notify LN, in writing, if it suspects that an LN ID is lost, stolen, compromised, or misused. Notwithstanding the foregoing, the Customer shall not be responsible for misuse of the Online Services through its LN ID's or systems for charges associated therewith if such misuse is the result of an unauthorized intrusion or hacking into the Customer's systems by third parties which hacking could not be prevented through industry standard security measures.

**EXHIBIT A TO LexisNexis™ SUBSCRIPTION AGREEMENT  
General Terms and Conditions  
European Transactional Pricing Effective 1 March, 2015 -  
Legal Market**

The following terms and conditions govern your use of the LN online and software services (the "**Online Services**") and the materials available therein (the "**Materials**").

**1. LICENSE; RESTRICTIONS ON USE**

- 1.1 You are granted a nonexclusive, non-transferable, limited license to access and use for research purposes the Online Services and Materials from time to time made available to you. This license includes:
- (a) The right to electronically display Materials retrieved from the Online Services to no more than one person at a time, subject to the Supplemental Terms for Specific Materials;
  - (b) The right to obtain a printout of Materials via printing commands of the Online Services and to create a single printout of Materials downloaded via downloading commands of the Online Services or your web browser (collectively, "**Authorised Printouts**");
  - (c) With respect to Materials that are court cases, court rules, court briefs, agency-issued documents, agency regulations or executive branch materials from the United States, its states or territories (collectively, "**Authorised Legal Materials**"), the right to retrieve via downloading commands of the Online Services or your web browser and store in machine-readable form, primarily for one person's exclusive use, a single copy of insubstantial portions of those Materials included in any individual file to the extent the storage of those Materials is not further limited or prohibited by the Supplemental Terms for Specific Materials;
  - (d) With respect to Materials that are United States patents ("**Authorised Patent Materials**"), the right to retrieve via downloading commands of the Online Services or your web browser and store in machine-readable form, primarily for one person's exclusive use, a single copy of not more than 200 patents at any one time; and
  - (e) With respect to all Materials other than Authorised Legal Materials and Authorised Patent Materials, the right to retrieve via downloading commands of the Online Services or your web browser and store in machine-readable form for no more than ninety (90) days, primarily for one person's exclusive use, a single copy of insubstantial portions of those Materials included in any individual file to the extent the storage of those Materials is not further limited or prohibited by the Supplemental Terms for Specific Materials.
- 1.2 To the extent permitted by applicable copyright law and not further limited or prohibited by the Supplemental Terms for Specific Materials, you may make copies of Authorised Printouts and distribute Authorised Printouts and copies.
- 1.3 Except as specifically provided in clauses 1.1 and 1.2, you are prohibited from downloading, storing, reproducing, transmitting, displaying, copying, distributing, or using Materials retrieved from the Online Services. You may not print or download Materials without using the printing or downloading commands of the Online Services or your web browser.
- 1.4 All right, title, and interest (including all copyrights and other intellectual property rights) in the Online Services and Materials (in both print and machine-readable forms) belong to LN or its third party suppliers of materials. You acquire no proprietary interest in the Online Services, Materials, or copies thereof.
- 1.5 Except as specifically provided herein, you may not use the Online Services or Materials retrieved from the Online Services in any fashion that infringes the copyrights or proprietary interests therein.
- 1.6 You may not remove or obscure the copyright notice or other notices contained in Materials retrieved from the Online Services.

- 1.7 You may not use information included in the Online Services or Materials retrieved from the Online Services to determine a consumer's eligibility for: (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit. This clause applies only to (1) services where the subject is a United States consumer, resident or citizen and (2) services that are offered in the United States.
- 1.8 Where you subscribe for any LN risk and diligence products and services (the "**R&D Services**") you undertake that you will use the content on those sites only for your internal legitimate business purposes which shall be limited to the following:
- (a) In the prevention of financial crime, including anti-money laundering ("**AML**"), anti-bribery and corruption ("**ABC**") and counter terrorism financing.
  - (b) In assessing general business risks, including but not limited to AML, ABC, fraud and commercial financial risks relevant to the business or its controlling persons.
  - (c) In the process of reconnecting assets with a person.
  - (d) In locating an individual not for asset reunification or debtor tracing purposes.
  - (e) Data cleaning or appending against your own database for general communication.
  - (f) In assessing the risk of default and provision of a risk based score and/or credit risk attributes of an individual.
  - (g) In the investigation into a known or suspected fraud case to gain further information about an individual.
  - (h) In fraud prevention or to aid with the discovery of fraud.
  - (i) In the identity assurance process for any of your new or existing clients.
  - (j) For internal production of analytical models, evaluation of a service or research.
  - (k) For development and testing purposes.
- 1.9 Where you subscribe for the R&D Services, you represent and warrant that you have the appropriate legal grounds to collect, process and use the information that you obtain from the R&D Services.
- 1.10 You shall not make any decisions about individuals which have a legal or similarly significant effect on them and which are based solely on automated processing of their Material and/or information derived from the Material.
- 1.11 You shall not make decisions about individuals based solely on the Material derived from any third-party social medial websites (such as Twitter, Facebook, etc.) and/or information derived from such Material.
- 1.12 Where you are licensed to use the Material for media monitoring or reputation management purposes, you shall not use the Material and/or information derived from such Material for such media monitoring or reputation management purposes in a manner which involves targeting or making decisions about individuals on the basis of their racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic or biometric characteristics, health, sex life, sexual orientation or criminal convictions and offences or related security measures.
- 1.13 Other provisions that govern your use of Materials are set forth in your applicable price schedule, the Supplemental Terms for Specific Materials, online descriptions of files, online notices following file selection, and individual documents retrieved from the Online Services (collectively, the "**Additional Terms**"), all of which are incorporated by reference into these General Terms and Conditions.
- 2. ACCESS TO SERVICES**
- 2.1 Subject to clause 2.2 below, only employees authorised by the subscribing organisation may access and use the Online Services.
- 2.2 You may not use an identification number to access the Online Services from outside the country for which it was issued.
- 2.3 Your identification number(s) may be restricted from accessing certain Materials otherwise available in the Online Services.

- 2.4 Materials and features may be added to or withdrawn from the Online Services and the Online Services otherwise changed without notice.
- 2.5 The CDDS software service and the related programs (the "Software Service") will be installed by LN or its third party suppliers. This installation is required for the Software Service to function.
- 2.6 To complete the installation of the Software Service network access rights are required by LN.
- 2.7 You are responsible for the proper execution of any scheduled tasks created on the server for updating the content for the Software Service. Relevant log files will be given to you at the time of installation.
- 2.8 You are obliged to install the regular updates required by the Software Service proposed by LN or its third party suppliers.

### 3. LIMITED WARRANTY

- 3.1 LN represents and warrants that it has the right and authority to make the Online Services and Materials available pursuant to this Agreement.
- 3.2 EXCEPT AS OTHERWISE PROVIDED IN CLAUSE 3.1, THE ONLINE SERVICES AND MATERIALS ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND LN AND EACH THIRD PARTY SUPPLIER OF MATERIALS EXPRESSLY DISCLAIM ALL WARRANTIES, INCLUDING THE WARRANTIES OF SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

### 4. LIMITATION OF LIABILITY

- 4.1 A Covered Party (as defined below) shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from: (a) any errors in or omissions from the Online Services or any Materials available or not included therein; (b) the unavailability or interruption of the Online Services or any features thereof or any Materials; (c) the Customer's use of the Online Services or Materials (regardless of whether you received any assistance from a Covered Party in using the Online Services); (d) your use of any equipment in connection with the Online Services; (e) the content of Materials; or (f) any delay or failure in performance beyond the reasonable control of a Covered Party.
- 4.2 "Covered Party" means: (a) LN, its affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of LN or its affiliates; and (b) each third party supplier of Materials, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of Materials or any of their affiliates.
- 4.3 THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY OTHER CLAIM ARISING OUT OF OR RELATING TO THE ONLINE SERVICES OR MATERIALS SHALL NOT EXCEED THE AMOUNT OF YOUR ACTUAL DIRECT DAMAGES EXCLUDING ANY LOSS OF PROFIT OR BUSINESS. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.
- 4.4 THE COVERED PARTIES SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, MATERIALS, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS, REGARDLESS OF ANY NEGLIGENCE OF ANY COVERED PARTY.

### 5. PERSONAL DATA PROTECTION

- 5.1 "Data Protection Laws" means all applicable privacy and data protection laws, regulations, orders, and other legal requirements. The terms "personal data" and "processing" will have the meanings ascribed to them in

the data protection laws, and where the data protection laws use equivalent or corresponding terms, such as 'personal information' instead of 'personal data', they will be read as the same.

- 5.2 You are responsible for ensuring the legality of the personal data that you or Authorized Users provide to LN for processing. If and to the extent that you or Authorized Users provide personal data to LN for account registration or otherwise, the parties acknowledge that such information will be processed by LN in accordance with the data protection laws and the LexisNexis privacy policy applicable to the Online Services at <https://www.lexisnexis.com/global/privacy/privacy-policy.page>, except where LN is processing such information on your behalf, the terms of the LexisNexis Data Processing Addendum at <https://www.lexisnexis.com/global/privacy/processing-terms.page> will apply.
- 5.3 If and to the extent that you transfer personal data to LN in a territory outside the originating territory, the LexisNexis Data Transfer Terms at <https://www.lexisnexis.com/global/privacy/transfer-terms.page> will apply as necessary in respect of such transfer.


### 6. MISCELLANEOUS

- 6.1 This Agreement is for the minimum period specified in the Price Plan Period (the "PPP"). In the event that no Notice of Termination has been received by LN prior to 90 days before expiry of the PPP, this Agreement shall continue for a further period equal to the initial PPP. In such circumstance, the total annual price paid by the Customer will be initial annual PPP price plus 15% per annum (or actual usage level for the preceding year, whichever is the higher) for the duration of the additional PPP, and so on for subsequent PPP's. This Agreement, including the Additional Terms, may be changed from time to time as described below or by written agreement. Charges and payment terms may be changed in accordance with your applicable price schedule; all other provisions may be changed by LN immediately upon notice. Your subscription for access to the Online Services may be terminated immediately upon notice to LN if any change is unacceptable. Continued use of the Online Services following any change constitutes acceptance of the change.
- 6.2 You may terminate this agreement by giving LN at least 90 days' written notice, to expire the day before the anniversary of the Term Date or minimum period (whichever is the longer) as specified in the Order Form. LN may terminate this agreement by giving at least 60 days' notice. LN's only obligation in this event shall be the pro rata refund of any charges paid in advance. LN may suspend or discontinue providing the Online Services to you without notice and pursue any other remedy legally available to it if you fail to comply with any of your obligations hereunder.
- 6.3 LN may terminate this agreement forthwith on notice without compensation if (a) you enter into a composition with your creditors, or (b) an order is made for the winding up of your organisation, or (c) an effective resolution is passed for the winding up of your organisation (other than the purpose of amalgamation or reconstruction on terms approved by LN), or (d) a receiver, manager, administrative receiver or administrator is appointed in respect of all or any part of your business or assets.
- 6.4 You will not disclose to any third party details of this Agreement or any of the negotiations undertaken in relation to this Agreement without the prior written consent LN.
- 6.5 Except as otherwise provided herein, all notices and other communications hereunder shall be in writing or displayed electronically in the Online Services by LN. Notices shall be deemed to have been properly given on the date

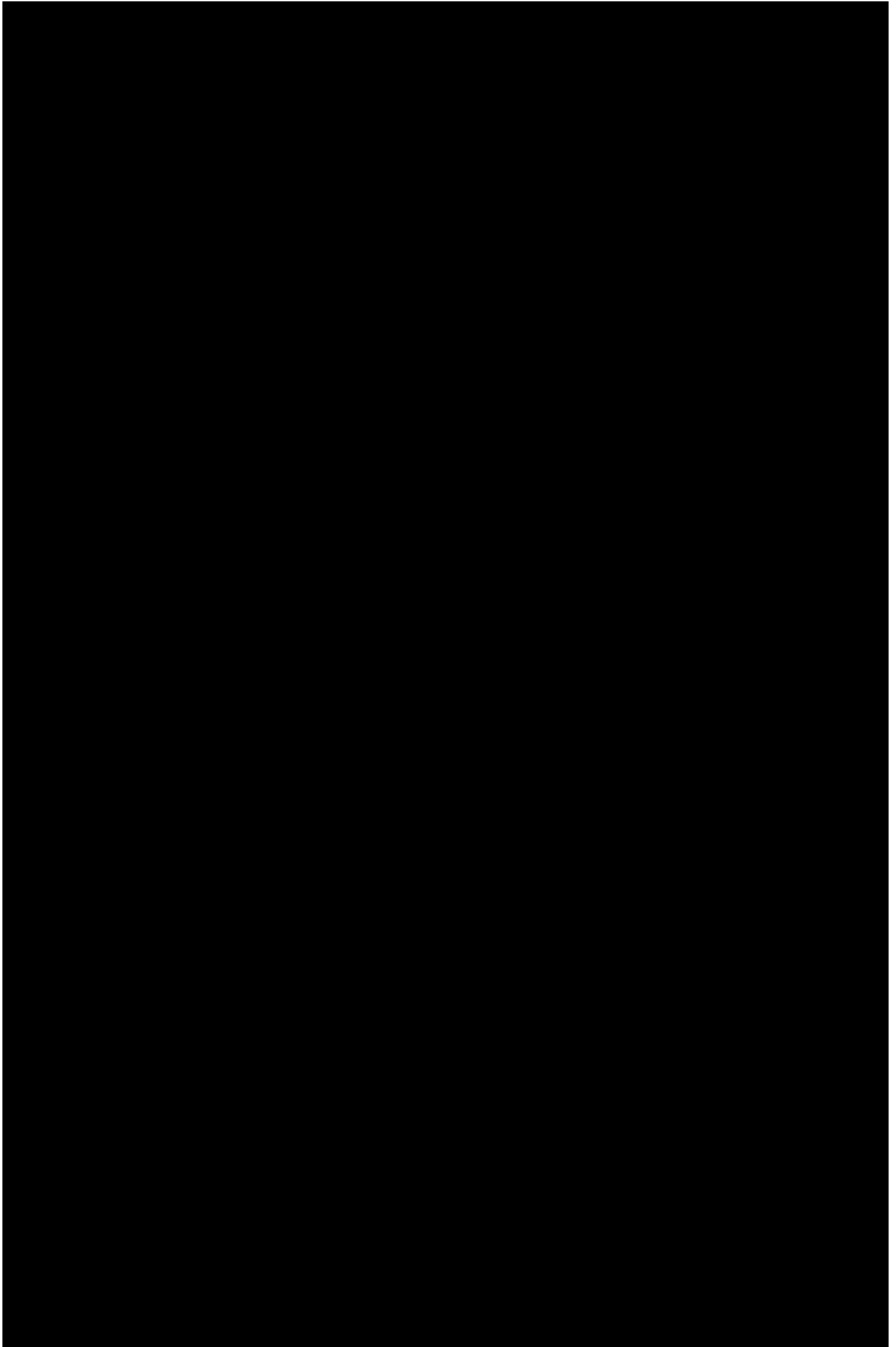
deposited in the mail, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Notices to LN should be sent to your account representative with a copy sent to the Head of UK Legal at LN's main London office address set out on the LN company website.

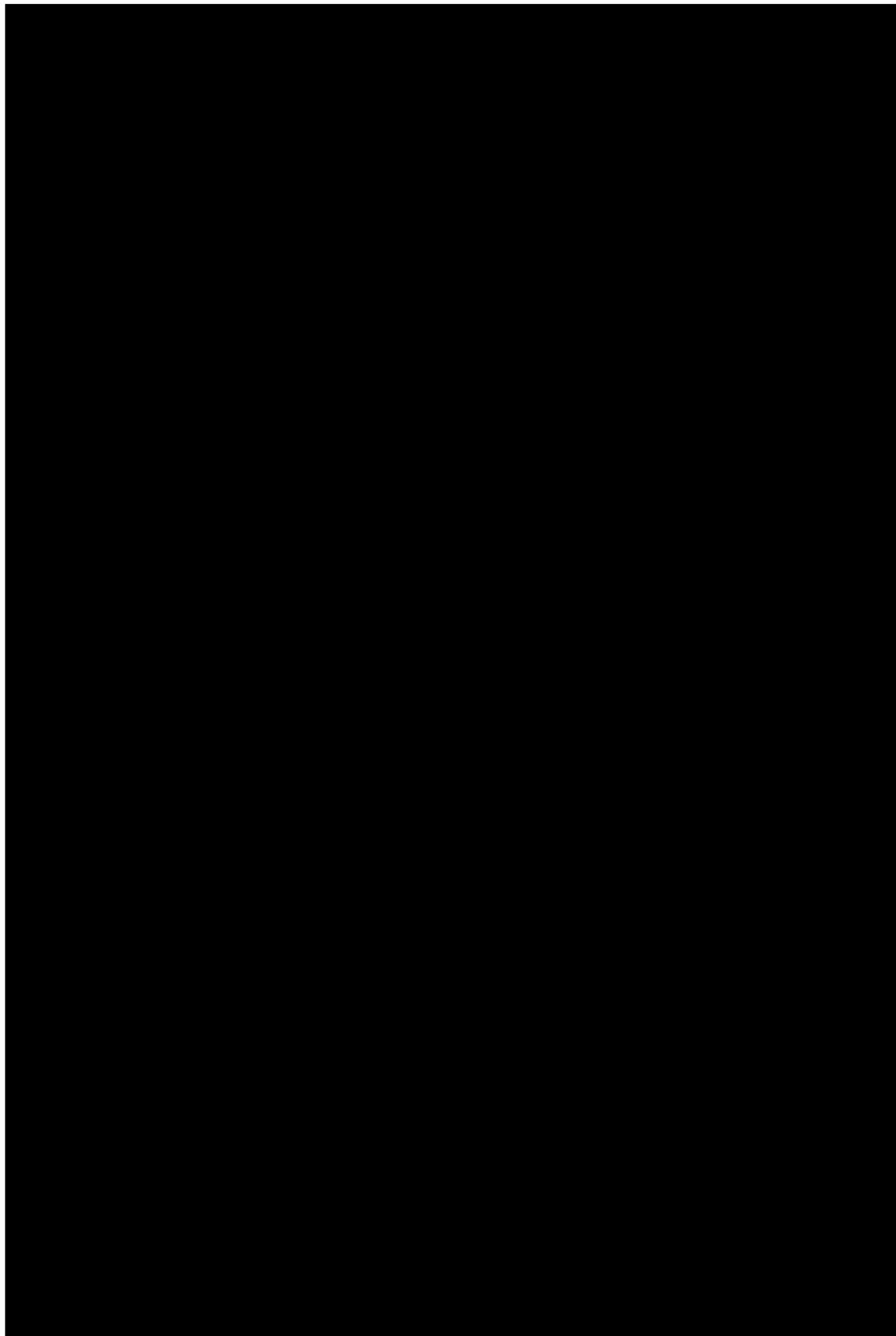
- 6.6 Each third party supplier of Online Services and Materials has the right to assert and enforce these provisions directly on its own behalf as a third party beneficiary.
- 6.7 The failure of either party or any third party supplier of Materials to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.
- 6.8 You may not assign, or sub-licence, this Agreement or any rights or obligations hereunder, directly or indirectly, without LN's prior written consent. LN may assign this Agreement to any successor to all or substantially all of LN's business or assets that relate to the subject matter of this Agreement whether by asset or stock acquisition, merger, consolidation or otherwise.
- 6.9 Subject to clause 6.8, this Agreement will inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.
- 6.10 If any provision, or portion thereof, of this Agreement is found to be invalid, unlawful or unenforceable to any extent under applicable law by a court or other government entity of competent jurisdiction, such provision of this Agreement will be enforced to the maximum extent permissible by applicable law so as to effect the intent of the parties, and the remaining provisions of this Agreement shall remain in full force and effect.
- 6.11 Non-performance of either party shall be excused to the extent that performance is rendered impossible where failure to perform is a result of actions omissions or circumstances beyond the reasonable control of the non-performing party.
- 6.12 No terms, provisions or conditions of any purchase order, acknowledgement or other business form that the Customer may use in connection with this Agreement will have any effect on the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure by LN to object to such terms, provisions or conditions.
- 6.13 Other than as detailed in clause 6.6 this Agreement does not confer any rights on any person or party (other than the parties to this Agreement) under the Contracts (Rights of Third Parties) Act 1999.
- 6.14 Nothing contained herein or done in pursuance of this Agreement shall constitute either party as the agent of the other party for any purpose or in any sense whatsoever, or constitute the parties as partners or joint venturers.
- 6.15 No alteration, amendment, waiver, cancellation or any other change in any term or condition of this Agreement shall be valid or binding on either party unless the same shall have been mutually assented to in writing by both parties.
- 6.16 The Customer shall comply and shall ensure that its Users comply with all applicable laws and regulations applicable to its or their activities under this Agreement.
- 6.17 The Customer is neither identified on, nor shall it provide access to Services to any individuals or entities identified on, (1) OFAC's list of Specially Designated Nationals, (2) the UK's HM Treasury's Consolidated List of Sanctions Targets, (3) the EU's Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions, (4) any other applicable sanctions lists, or (5) any person 50 percent or more owned, directly or indirectly, individually or in the aggregate by a person(s) identified in (1) through (4).
- 6.18 This Agreement (and any non-contractual obligations arising out of or in connection with it) shall be governed by and construed in accordance with the laws of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to

settle any claims or disputes which may arise under or in connection with this Agreement (including any non-contractual claims or disputes).

<b>Signature:</b>	 <small>Lisa Hunter (May 11, 2023 22:30 GMT+1)</small>
<b>Date:</b>	<b>May 11, 2023</b>

(Please also sign page 1 & 7)







Please fill in the whole form using a ball point pen and send it to :

**RELX (UK) Ltd T/A LexisNexis Butterworths**  
PO BOX 1073  
Belfast  
BT10 9AS  
UK  
DX 6330NR, BELFAST  
**ATTENTION DIRECT DEBIT MANDATES**

## Instruction to your Bank or Building Society to pay by Direct Debit

Name(s) of Account Holder(s)


Originator's Identification Number

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Bank/Building Society account number

--	--	--	--	--	--	--	--

Branch Sort Code

--	--	--	--	--	--

REF NO (LEXISNEXIS CUSTOMER ACCOUNT REFERENCE  
ONLY)

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### *Instruction to your Bank or Building Society*

Please pay LexisNexis UK Direct Debits from the account detailed in this Instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this Instruction may remain with LexisNexis Butterworths Tolley and, if so, details will be passed electronically to my Bank/Building Society.

Name and full postal address of your Bank or Building Society

To: The Manager	Bank/Building Society
Address	
Postcode	

Signature(s)
Date

Banks and Building Societies may not accept Direct Debit Instructions from some types of account

This guarantee should be detached and retained by the Payer.

### The Direct Debit Guarantee



- This Guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme. The efficiency and security of the Scheme is monitored and protected by your own Bank or Building Society.
- If the amounts to be paid or the payment dates change LexisNexis UK will notify you 10 working days in advance of your account being debited or as otherwise agreed.
- If an error is made by LexisNexis UK or your Bank or Building Society, you are guaranteed a full and immediate refund from your branch of the amount paid.
- You can cancel a Direct Debit at any time by writing to your Bank or Building Society. Please also send a copy of your letter to us.



# LNUK Agreement-Home Office 2023

Final Audit Report

2023-05-11

Created: 2023-05-02

By:

[REDACTED]

Status: Signed

Transaction ID:

[REDACTED]

