

SUBSCRIPTION ORDER

Your Subscription Order is the combination of the Subscription Summary, the Terms and Conditions, and the Data Policy, which grants you a Subscription.

Subscription Summary

Subscribing Organisation	UK Export Finance
CHID	n/a
Subscription Type	Fixed Term Subscription
Number of Accounts	Up to 60
Data Usage Tier	Two
Export Credits	██████ per month
Additional Features	All Company Data, Networks
Payment Method	Invoice
Fee	£ ██████████
Period	Two years
Start Date	22 nd February 2022
Special Conditions	<p>The Subscribing Organisation shall receive 10 additional licenses within this agreement (taking it from 50 users to 60 users) if they agree to provide a case study for Beauhurst to feature on their website.</p> <p>The Fee may be paid in two installments: ██████████ covering 22nd February 2022 – 21 February 2023 invoiced in month 1, and ██████████ covering 22nd February 2023 – 21 February 2024 invoiced in month 13.</p> <p>The late payment clause in 6.1 of this contract will not apply.</p>

TERMS AND CONDITIONS

This document (together with our Privacy Policy, Cookie Policy, and Data Policy) tells you information about us and the legal terms and conditions on which we sell access to the Beauhurst Platform to you.

These Terms will apply to any Subscription Order between you and us and are applicable to all Users. Please read these Terms carefully and make sure that you understand them.

We amend these Terms from time to time as set out in paragraph 4.

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1. DEFINITIONS

Account means the right of a single employee at your Subscribing Organisation to access the Beauhurst Platform with a username and password;

Additional Features means any features that are included on the Beauhurst Platform, at your request, as part of your Subscription;

Beauhurst means Business Funding Research Limited, trading as Beauhurst;

Beauhurst Data means any information acquired through use of the Beauhurst Platform, including, but not limited to, data which is exported, downloaded, read, or screenshotted;

Beauhurst Platform means the paid web-based platform constructed, managed and maintained by Beauhurst;

Business Day means a day when banks are open for business in the City of London;

Claim has the meaning given such term in paragraph 14.4;

Event Outside Our Control has the meaning given such term in paragraph 17.2;

Data Policy means the separate data policy which explains Your right to use Beauhurst Data, which with these Terms forms part of Your Subscription Order;

Data Usage Tier means the level of data usage rights that you access to as part of your Subscription, as detailed in the Data Usage Policy;

Expiry Date has the meaning given such term in paragraph 8.2;

Export Allowance is the total number of Export Credits (specified in the Subscription Order) which may be used collectively over the course of a single calendar month by all the Users in your Subscription;

Export Credit means a credit used in the downloading of data from the Beauhurst platform. The number of Export Credits required to download each item of data may vary from time to time with the current rates being found;

Fee(s) means our charges for your Subscription, pursuant to your Subscription Summary;

Fixed Term Subscription has the meaning given such term in paragraph 8.1;

Payment Method means the way that you will pay your Fees and is outlined in the Subscription Summary. Terms pertaining to the Payment Method can be found in paragraphs 7.4, 7.5, and 8.3

Period has the meaning given such term in paragraph 7.1;

Publish means to make Beauhurst Data available for repeated view to individuals who are not a User on your Subscription and are from more than one organisation. For the sake of clarity, this can be in the form of, but is not limited to, an email, a presentation, a printed document, or an internet message including but not limited to posting on a blog, social media posts or similar;

Renewal Date has the meaning given such term in paragraph 7.2;

Rolling Subscription has the meaning given such term in paragraph 7.1;

Start Date means the date that your Subscription commences, as outlined on your Subscription Summary. This is when you first receive access to the Beauhurst Platform;

Subscribing Organisation means the business signing up for a Subscription, as detailed in the Subscription Summary;

Subscription means the right of your Users to use the Beauhurst Platform, as dictated by the conditions in your Subscription Order;

Subscription Order means the combination of the Subscription Summary, these Terms, and the Data Policy, which grants you a Subscription;

Subscription Summary is part of the Subscription Order and comprises the name of the Subscribing Organisation, the Subscription Type, the Fee, the Period, the Export Allowance, the number of Accounts, and any other conditions upon which we grant a Subscription to you;

Subscription Type means the kind of Subscription that you are signing up to – either Rolling Subscription or Fixed Term Subscription – and is detailed in the Subscription Summary;

Special Conditions mean any additional conditions included in the Subscription Summary;

Terms means these legal terms and conditions;

User means any individual at your Subscribing Organisation who holds or formerly held an Account;

we or **us** has the meaning given in paragraph 2.1, and **our** shall be construed accordingly;

Web Site means beauhurst.com;

you or **your** means the Subscribing Organisation.

2. INFORMATION ABOUT US

2.1 We operate the website www.beauhurst.com and associated domains. We are Business Funding Research, a company registered in England and Wales under company number 07312969 and with our registered office at 45a Station Road, Willington, Bedford, Beds, MK44 3QL.

- 2.2 **Contacting Us.** You or your Users may contact us by telephoning our account management team at 020 7062 0060 or by emailing us at am@beauhurst.com. If you wish to give us formal notice of any matter in accordance with these Terms, please see paragraph 18.2.

3. OUR TERMS ARE BINDING

- 3.1 These Terms, Data Policy, and any document expressly referred to in them constitute the entire agreement between you and us in relation to your Subscription Order, and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.
- 3.2 You acknowledge that in entering into a Subscription Order you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms or any document expressly referred to in them.
- 3.3 You and we agree that neither of us shall have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Subscription Order.
- 3.4 Your Subscription Order may contain Special Conditions which will also be governed by these Terms and any other documents provided in relation to such Special Conditions.

4. OUR RIGHT TO VARY THESE TERMS

- 4.1 We may vary these Terms as they apply to your Subscription from time to time.
- 4.2 If we vary the Terms, the updated Terms will supersede any and all other terms previously provided. Unless you give us written notice (in accordance with paragraph 18.2) that you will not accept these varied Terms (in which case your Subscription shall cease from the date the updated Terms were to take effect), these varied Terms will take effect at your next Renewal Date (in the case of those on a Rolling Subscription) or at your Expiry Date (in the case of those on a Fixed Term Subscription at such time as you sign a new Subscription Order).
- 4.3 Beauhurst will inform you when the Terms have been varied.

- 4.4 Subject at all times to our right to vary as described above, the Fee, Period, number of Accounts, Features, Export Allowance, Data Usage Rights, Special Conditions, or Terms of your Subscription may be varied at any time by mutual consent in writing.

5. PAYMENT TERMS

- 5.1 The Fee for your Subscription will be as quoted on the Subscription Summary.
- 5.2 The Fee for a Subscription is exclusive of VAT. VAT will be chargeable at the current rate applicable in the UK for the time being. However, if the rate of VAT changes in the course of your Subscription, we will adjust the rate of VAT you pay in time for your next payment, unless you have already paid for your Subscription in full before the change in VAT takes effect.
- 5.3 Beyond the Period of this agreement, we reserve the right to change Fees from time to time; for example, as a result of (i) our annual Fee review and/or (ii) to reflect the cost of additional data or features on the Beauhurst Platform. You will be given an appropriate notice period and retain the right to terminate in accordance with paragraph 7.6.

6. LATE PAYMENTS

- 6.1 Any payments that are overdue will be liable to a daily charge of 8% interest per annum above the then-prevailing Bank of England base rate.
- 6.2 We reserve the right to suspend any Subscription until payments are up to date. Please note that this does not remove any contractual obligations and you remain liable for any overdue and ongoing payments.

7. SUBSCRIPTION TYPES - ROLLING SUBSCRIPTION

- 7.1 A “**Rolling Subscription**” is a Subscription that automatically renews after a certain period of time (“**Period**”), as outlined in your Subscription Summary.
- 7.2 The date on which a Rolling Subscription renews is the “**Renewal Date**”. Each subsequent Renewal Date can be found by taking the previous Renewal Date and adding the Period. For example, a Rolling Subscription where the Period was set as

“one month” and the Start Date was 2nd August would automatically renew on the 2nd of each calendar month.

7.3 Unless otherwise specified, your Subscription will automatically renew on the Renewal Date until terminated in accordance with paragraph 7.6.

7.4 The Payment Method for a Rolling Subscription can be Direct Debit or by invoice. If you choose to pay by Direct Debit,

- (a) The Direct Debit mandate must be signed and returned within one month of your Start Date. Failure to return the form will result in suspension of your Subscription. You will still be liable for the full ongoing cost of the Subscription plus any overdue fees per paragraph 6.1;
- (b) We will notify you which day of each month payment will be taken on; and
- (c) Your receipt for that payment will be sent out by email within approximately 3 working days.

7.5 If you choose to pay by invoice,

- (a) You will be invoiced at the start of each Period; and
- (b) Payment will be due within 7 days of the invoice date.

7.6 If you would like to terminate a Rolling Subscription, you must let us know in writing at least 5 Business Days before your next Renewal Date. Failure to do so will result in your Rolling Subscription being renewed for the coming Period, for which you will be billed accordingly.

8. SUBSCRIPTION TYPES - FIXED TERM SUBSCRIPTION

8.1 A “**Fixed Term Subscription**” means a Subscription that will not automatically renew.

8.2 If you sign up for a Fixed Term Subscription, your Subscription will run from the Start Date for the duration of the Period, at which point it will expire (the “**Expiry Date**”). After this date you will no longer be able to use the Beauhurst Platform unless you extend or sign a new Subscription Order.

8.3 The Payment Method for a Fixed Term Subscription will be by invoice.

- 8.4 You will be invoiced in full (unless otherwise agreed in writing) upon signing the Subscription Order and upon each extension, if applicable. Payment will be due within 7 days of the invoice date.

9. ACCOUNTS & ACCESS

- 9.1 You are ultimately responsible for the actions of all your Users and ensuring that they comply fully with your Subscription Order. If any User is in breach, Beauhurst reserves the right to terminate your Subscription and initiate any other action, legal or otherwise, it deems appropriate to protect its interests and safeguard the Beauhurst Platform.
- 9.2 Users are forbidden from giving anyone else (including a team member) access to their Account. We reserve the right to monitor Account usage to prevent this.
- 9.3 You may add Accounts whenever you wish. Please ask your account manager if you wish to do this. We reserve the right to charge for this service.
- 9.4 Should you wish to transfer an existing Account to a new User (for example if someone leaves the Subscribing Organisation), please contact your account manager directly.
- 9.5 Accounts are reserved for employees of the Subscribing Organisation only.
- 9.6 You are strictly forbidden from granting access to your Subscription to anyone outside the Subscribing Organisation. If you would like to grant access to a third party (for example in the case of a consultancy working for you), you may ask us for permission, which we reserve the right to grant or deny in our sole discretion.
- 9.7 If you or any of your Users suspect that an Account has been compromised, or that something has been accidentally shared in breach of your Subscription Order, you hereby agree that you shall contact us immediately and inform us of the relevant facts, and take all steps requested by us to remedy the situation.
- 9.8 We reserve the right to terminate or suspend an Account, multiple Accounts, or your Subscription with immediate effect if we decide (in our sole discretion) that you or any of your Users have failed to comply with any of the provisions of your Subscription Order. Should this be the case, you and your Users must continue to

honour the terms of the Subscription Order with respect to any Beauhurst Data still in your possession or that of a User.

- 9.9 For the avoidance of doubt, only human beings are permitted to be Users. Except in the case of Beauhurst API usage, Programmatic or automated access to the Beauhurst Platform is strictly prohibited. This includes, but is not limited to, any application of scraping software.

10. ADDITIONAL FEATURES

- 10.1 Any Additional Features are included in your Subscription in our sole discretion.
- 10.2 There may be a charge for these Additional Features.
- 10.3 You may not remove any Additional Features during the course of your Subscription.

11. DATA POLICY

- 11.1 Please refer to our separate Data Policy which dictates the rights and restrictions surrounding your use of Beauhurst Data. We would urge you to contact us if you are at all unsure about the limitations placed upon you by such policy or if you are unsure about any aspect of the Data Policy.
- 11.2 You may not systematically store, copy, Publish, or share Beauhurst Data with a view to creating or compiling any form of comprehensive collection, compilation, directory or database including, for the avoidance of doubt, in relation to any CRM application. In addition, you may not facilitate any other party doing the same.
- 11.3 Upon termination of your Subscription Order, howsoever caused,
- (a) You no longer have any right to use Beauhurst Data; and
 - (b) You must also delete any Beauhurst Data that you have obtained from Beauhurst through whatever means (except in the case of data that has been Published in accordance with the Data Policy).
- 11.4 You hereby agree to indemnify us in relation to any claim, expense, liability, losses and costs (including legal fees) incurred by us and arising from any breach by you or your Users of the Subscription Order. This shall be without prejudice to any other

action Beauhurst may be entitled to take against you in the event of a breach. You will still be liable for any outstanding Fees.

12. EXPORTS

- 12.1 Subject to conditions detailed in your Subscription Order, you may be given an Export Allowance.
- 12.2 The Export Allowance detailed in the Subscribing Organisation's Subscription Summary will apply across the whole of the Subscription, not to individual Accounts.
- 12.3 For the avoidance of doubt, any Beauhurst Data that is exported via the Export Allowance is governed in accordance with the Data Policy.
- 12.4 The Export Allowance is reset at the beginning of to each calendar month. If the Start Date is mid-way through a month, a full Export Allowance for that month will be granted and it will not be on a pro rata basis.
- 12.5 If you reach the limit of your Export Allowance, you will not be able to use any more Export Credits until the first day of the next calendar month. (Please note that if you need further Export Credits in the meantime, you should contact your account manager directly.)
- 12.6 Export Credits have no monetary value and are not transferable.

13. OUR LIABILITY TO YOU

- 13.1 Nothing in these Terms limits or excludes our liability for:
 - (a) death or personal injury caused by our negligence;
 - (b) fraud or fraudulent misrepresentation;
 - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
 - (d) defective products under the Consumer Protection Act 1987.

- 13.2 Subject to paragraph 13.1, we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with a Subscription Order for:
- (a) any loss of profits, sales, business, or revenue;
 - (b) loss or corruption of data, information or software;
 - (c) loss of business opportunity;
 - (d) loss of anticipated savings;
 - (e) loss of goodwill; or
 - (f) any indirect or consequential loss.
- 13.3 Subject to paragraph 13.1, our total liability to you in respect of all losses arising under or in connection with a Subscription Order, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the Fees over the previous 12 month period.
- 13.4 Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to a Subscription Order. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that a Subscription is suitable for your purposes.
- 13.5 We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any content on it, or on any website linked to it.
- 13.6 We assume no responsibility for the content of websites linked on our site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

14. THIRD PARTY LIABILITIES

- 14.1 Where expressly indicated, certain information on the Beauhurst Platform and the intellectual property rights subsisting therein may belong to other parties.
- 14.2 Any breach of your Subscription Order may cause us to breach our agreements with these third party suppliers. To the extent that the actions of you and your Users

make us liable to them, you hereby agree to reimburse us to the full extent of any such liability on an indemnity basis, which may be significant and far exceed the value of your Subscription Order with us.

- 14.3 For the avoidance of doubt, in the event that we determine, in our sole discretion, that you have fully adhered to your Subscription Order and that your actions did not contribute to any third party action, we will indemnify you against any action from such third party suppliers.
- 14.4 Liability under this indemnity is further conditioned on you discharging the following obligations. If any third party makes a claim, or notifies you of an intention to make a claim, against you which may give rise to a liability under the indemnity described in paragraph 14.3 (a **Claim**), you shall:
- (a) within 7 days, give written notice of the Claim to us, specifying the nature of the Claim in reasonable detail;
 - (b) not make any admission of liability, agreement or compromise in relation to the Claim without our prior written consent;
 - (c) give us and our professional advisers access at reasonable times (on reasonable prior notice) to your premises and your officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within your power or control, so as to enable us and our professional advisers to examine them and to take copies (at our expense) for the purpose of assessing the Claim; and
 - (d) be deemed to have given to us the sole authority to avoid, dispute, compromise or defend the Claim.

15. LINKING TO OUR WEB SITE

- 15.1 You may link to our Web Site, provided you do so in a way that complies with the law, and does not take a form likely to damage our reputation or otherwise cause confusion in the mind of a reasonable user as to the identity of you versus us.
- 15.2 You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
- 15.3 You must not establish a link to our home page in any website that is not owned by you.
- 15.4 We reserve the right to withdraw linking permission without notice.

16. PRIVACY & COOKIES

Use of the Web Site is also governed by the Web Site's Privacy & Cookie Policy which is hereby incorporated into these terms and conditions.

17. EVENTS OUTSIDE OUR CONTROL

17.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Subscription Order that is caused by an Event Outside Our Control.

17.2 An **Event Outside Our Control** means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

17.3 If an Event Outside Our Control takes place that affects the performance of our obligations under a Subscription Order:

- (a) we will contact you as soon as reasonably possible to notify you; and
- (b) our obligations under a Subscription Order will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Subscription to you, we will arrange for you to be refunded for the affected period.

18. COMMUNICATIONS BETWEEN US

18.1 When we refer, in these Terms, to "in writing", this will include email.

18.2 Any notice or other communication given by you to us, or by us to you, under or in connection with the Subscription Order shall be in writing and shall be delivered personally, sent by pre-paid first-class post or other next working day delivery service or e-mail.

- (a) A notice or other communication shall be deemed to have been received: if delivered personally, when left at our registered office; if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or if sent by e-mail, on the next Business Day after transmission.

- (b) In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified e-mail address of the addressee.
- (c) The provisions of this paragraph 18 shall not apply to the service of any proceedings or other documents in any legal action.

19. CONFIDENTIALITY

You will keep all details relating to a Subscription Order confidential. This includes, but is not limited to, Fees, number of registered Users, and any other information relating to your Subscription or Accounts.

20. SUBSCRIBERS' MARKS

- 20.1 If (and only if) you give us explicit permission in writing, we may use your logo or mark in our marketing material for the duration of your Subscription to show that you are a client.
- 20.2 Some exportable material may be branded with your logo or mark. Please note that there may be a charge for this service. In such circumstances, you hereby grant us a non-exclusive licence to use your logo or mark on any such material so generated and you shall indemnify us against all costs, claims, damages, losses and expenses should there be any claim that your logo or mark infringes any intellectual property rights belonging to a third party.

21. INTELLECTUAL PROPERTY RIGHTS

- 21.1 We are the owner or the licensee of all intellectual property rights on the Beauhurst Platform, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 21.2 Beauhurst is a UK and US registered trade mark of Business Funding Research Limited.

22. OTHER IMPORTANT TERMS

- 22.1 We may transfer our rights and obligations under a Subscription Order to another organisation, but this will not affect your rights or our obligations under these Terms. We will always notify you if this happens.

- 22.2 Any Subscription Order is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 22.3 These Terms supersede any terms you may seek to impose via a purchase order or otherwise.
- 22.4 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 22.5 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 22.6 A Subscription Order 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 by and construed in accordance with the law of England and Wales.

DATA POLICY

Beauhurst's Data Policy falls into three parts:

1. [GDPR](#)
2. [Use of email addresses derived from the Beauhurst platform](#)
3. [Data usage rights](#)

PART 1

1. **GDPR**

We need to make sure that our sharing of the Beauhurst Data You process takes account of the requirements of the General Data Protection Regulation 2016 and the Data Protection Act 2018.

This Policy, together with our Terms and Conditions, forms part of Your Subscription Order. It comprises a balanced set of terms to support the assessment that our sharing of Beauhurst Data with You is in Your and our legitimate interests and does not unduly prejudice the rights and freedoms of individuals to whom the Platform Personal Data relates. If you have any questions about it, please write to [Nina Coldham](#).

1.1. **Definitions:** In this Data Policy, the following terms shall have the following meanings (any definitions not found here will be in the main Terms and Conditions):

- (a) **"controller", "processor", "data subject", "processing"** (and **"process"**) and **"special categories of data"** shall have the meanings given in EU Data Protection Law; and
- (b) **"Applicable Data Protection Law"** means all worldwide data protection and privacy laws and regulations applicable to the personal data in question, including, where applicable, EU Data Protection Law.
- (c) **"Data Usage Tier"** means one of the four tiers outlined in Part 3 of this Data Policy which determines the extent of Your usage rights in relation to Beauhurst Data, including Platform Personal Data;
- (d) **"EU Data Protection Law"** means:
 - (i) Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data (General Data Protection Regulation) (the **"GDPR"**);
 - (ii) the EU e-Privacy Directive (Directive 2002/58/EC); and

- (iii) any and all applicable national data protection laws made under or pursuant to (i) or (ii) or pursuant to Directive 95/46/EC of the European Parliament and of the Council on the protection of individuals with regard to the Processing of Personal Data and on the free movement of such data; in each case as may be amended or superseded from time to time.
 - (e) **"Party"** means You or Beauhurst, as party to a Subscription Order comprising the Beauhurst Platform Terms and Conditions and this Data Policy.
 - (f) **"Permitted Purpose"** is as defined in clause 1.2 below.
 - (g) **"personal data"** means any information relating to an identified or identifiable natural person (a data subject). This is one who can be identified, directly or indirectly, in particular by reference to an identifier.
 - (h) **"Platform Personal Data"** is any personal data made available to you via the Beauhurst Platform, as further described in the Annex below.
- 1.2. **Disclosure of data:** Beauhurst will make available to you via the Beauhurst Platform certain personal data as further described in the Annex (the **Platform Personal Data**) to process strictly in accordance with the Data Usage Tier outlined in your Subscription (and subject to any restrictions outlined in Part 3) or as otherwise agreed in writing between Beauhurst and you (the **"Permitted Purpose"**).
- 1.3. **Relationship of the parties:** You acknowledge that Beauhurst is a controller of the Platform Personal Data made available via the Beauhurst Platform, and that You will process the Platform Personal Data as a separate and independent controller strictly for the Permitted Purpose. In no event will Beauhurst and You process the Platform Personal Data as joint controllers.
- 1.4. **Legitimate Interests:** The Parties acknowledge that for the purposes of EU Data Protection Law, the legal basis on which Beauhurst will facilitate access by You to the Platform Personal Data is the legitimate interests pursued by the Beauhurst in building its business of providing insights into fast-growing startups and scaleups as well as those pursued by the Subscribing Organisation which may wish to invest in, or offer professional services or funding opportunities to, such startups and scaleups
- 1.5. **Compliance with law:** Each of Beauhurst and you shall be separately responsible for complying with the obligations that apply to it as a controller under Applicable Data Protection Law.
- 1.6. **Prohibited data:** We shall not disclose any special categories of personal data to you for processing.

- 1.7. **International transfers:** Transfer of Platform Personal Data occurs whenever a User accesses the Beauhurst Platform..

Subscribing Organisation based in the EEA: you shall not transfer the Platform Personal Data (nor permit the Platform Personal Data to be transferred) outside of the European Economic Area ("**EEA**") unless you take such measures as are necessary to ensure the transfer is in compliance with Applicable Data Protection Law.

Subscribing Organisation based outside the EEA: If you are based outside the EEA in a country that has not been deemed as ensuring adequate data protection within the meaning of Article 45 of the GDPR, you agree that the Standard Contractual Clauses (2004/915/EC) ("**Standard Contractual Clauses**") shall be incorporated by reference into your Subscription Order. For the purposes the Appendices to the Standard Contractual Clauses, the required information will be as set out in the Annex to this Data Policy. In the event of any conflict between the Data Policy and the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail.

- 1.8. **Security:** You shall implement appropriate technical and organisational measures to protect the Platform Personal Data (i) from accidental or unlawful destruction, and (ii) loss, alteration, unauthorised disclosure of, or access to the Platform Personal Data (a "**Security Incident**"). Such measures shall include, as appropriate:

- (a) the pseudonymisation and encryption of personal data;
- (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- (c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
- (d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

- 1.9. **Subcontracting:** You shall not allow access to Platform Personal Data to any person outside the Subscribing Organisation without our prior written consent, unless you are on data Tiers 2 or 3 that allow you to share Platform Personal Data with Clients without our prior written consent, but restrictions must be adhered to (see section 3).

- 1.10. **Cooperation:** In the event that either Party receives any correspondence, enquiry or complaint from a data subject, regulator or other third party ("**Correspondence**") related to (a) the disclosure of the Platform Personal Data by Beauhurst to You for the Permitted Purpose; or (b) processing of the Platform Personal Data by the other Party or by a Client of a Subscribing Organisation, it shall promptly inform the other Party giving full details of the same, and the Parties

shall cooperate reasonably and in good faith in order to respond to the Correspondence in accordance with any requirements under Applicable Data Protection Law.

- 1.11. **Security incidents:** Upon becoming aware of a Security Incident, You shall inform us without undue delay. You shall further take all such measures and actions as are necessary to remedy or mitigate the effects of the Security Incident and shall keep us informed of all developments in connection with the Security Incident. Each Party agrees to provide reasonable assistance to the other to facilitate the handling of any Security Incident in an expeditious and compliant manner.
- 1.12. **Deletion of Platform Personal Data:** Further to Clause 11.3 of the main Terms and Conditions, upon termination or expiry of this Agreement, you shall destroy all Platform Personal Data (including all copies of the Platform Personal Data) in your possession or control (including any Platform Personal Data disclosed to a third party outside the Subscribing Organisation, if your Data Tier permits such disclosure or we have consented to such disclosure). This requirement shall not apply to the extent that you are required by any EU (or any EU Member State) law to retain some or all of the Platform Personal Data, in which event you shall securely isolate and protect the Platform Personal Data from any further processing except to the extent required by such law. For the avoidance of doubt, this clause 1.12 shall not apply to Platform Personal Data which is processed by you in connection with You entering into a direct relationship with a company on the Beauhurst Platform for investment purposes or the provision of professional services (including in the context of any enquiries by the company in respect of such investment or services).
- 1.13. **Audit:** Should we have reasonable cause, You shall permit us (or our appointed third party auditors) to audit your compliance with this Data Policy, and shall make available to us all information, systems and staff necessary for us (or our third party auditors) to conduct such audit.

PART 2

2. USE OF EMAIL ADDRESSES DERIVED FROM THE BEAUHURST PLATFORM

We provide business email addresses on the Beauhurst Platform so that you can directly approach the individuals to whom those business email addresses relate. Since the communication (by whatever means) of advertising or marketing material directed to particular individuals is defined as “direct marketing” (even if you are not explicitly selling something), you need be compliant with any applicable rules pertaining to email marketing, as well as the GDPR. Further, some of the restrictions outlined below are a matter of Beauhurst policy to support the assessment that the disclosure of such email addresses to you (and your subsequent use of those email address) is not unduly prejudicial to the rights and freedoms of the individuals to whom the email addresses relate.

- 2.1. You are forbidden from using email addresses from the Beauhurst Platform to email more than 5 people in a single send (“**Mailshots**”). This is to ensure that any contact that you make is direct and deliberate. Further, if you have not received a response, you shall not contact an individual more than 3 times and you shall ensure that there is at least 7 days interval between one email to an individual and the next email to the same individual.
- 2.2. You must identify yourself in any email you send and include contact details, ideally a postal address, active email address, and a phone number.
- 2.3. You must have a clear and simple way for anyone you email to opt out of your communications.
- 2.4. If someone objects to or opts out of your marketing, you must immediately add them to a ‘do not contact’ list and stop communications with them. You must screen all your marketing against this list to make sure you don’t contact anyone who has opted out.
- 2.5. You must ensure that you are fully compliant with any Applicable Data Protection Laws, including where applicable [European Directive 2002/58/EC](#), also known as ‘the e-privacy Directive’ (and any and all applicable national data protection laws made under or pursuant to such Directive) . It is your responsibility to keep up to date with any changes in the law, in particular following the introduction of the proposed new e-Privacy Regulation, which is due to replace European Directive 2002/58/EC.

PART 3

3. DATA USAGE RIGHTS

Access to the Beauhurst Platform is based on four Data Usage Tiers. Please only refer to the tier that pertains to your Subscription, as outlined in the Subscription Summary.

Tier Zero: User Use Only

Tier One: Internal Use

Tier Two: Client Use

Tier Three: Marketing Use

3.1. Definitions: In this Part 3, the following terms shall have the following meanings (any definitions not found here will be in the main [Terms and Conditions](#)):

- (a) **Client** means any of your customers or bona fide prospective customers;
- (b) **Company** means a commercial business included on the Beauhurst Platform;
- (c) **Fund** means an investment organisation, including (but not limited to) private equity firms, venture capital firms, and hedge funds, that appears on the Beauhurst Platform;
- (d) **Person** means any named individual on the Beauhurst platform, including but not limited to any director, shareholder, or Company employee

3.2. **Tier Zero: User Use Only**

You may not share any Beauhurst Data with anyone who is not an active User on Your Subscription.

3.3. **Tier One: Internal Use**

You have rights to use Beauhurst Data, including any Platform Personal Data, within Your Subscribing Organisation subject to the following restrictions:

- (a) You must ensure that Platform Personal Data is only shared in a manner which is compliant with the Applicable Data Protection Law.
- (b) Anyone you share Beauhurst Data with must be aware of (and adhere to) the restrictions in place on that information and are strictly forbidden from passing it on to anyone else outside of the Subscribing Organisation. It is your responsibility to ensure this is the case, and Beauhurst shall treat any breach of this rule and/or Applicable Data Protection Law by any person who has been provided with Beauhurst Data as if such breach had been committed by you or your User directly.

3.4. **Tier Two: Client Use**

You have rights to share Beauhurst Data, which includes Platform Personal Data, with your Clients subject to the following restrictions:

- (a) Sharing of Beauhurst Data is done on a one-to-one basis with each Client and is not broadcast in any fashion whatsoever (for example through a marketing email or used in a seminar or conference).
- (b) The information being shared is directly relevant to the Client in question and to that particular engagement with them;
- (c) You cannot, unless agreed otherwise with Beauhurst in writing, sell any Beauhurst Data to a Client – no transaction may take place in exchange for any Beauhurst Data, and (as outlined in Clause 9.6 of the Terms and Conditions) you must not grant any Client access to the Beauhurst Platform;
- (d) You cannot give Beauhurst Data, which includes Platform Personal Data, to a Client for their own marketing or lead-generation purposes;
- (e) Clients must not use email addresses from the Platform to contact any Persons.
- (f) You shall procure that, in respect of any processing of Beauhurst Data by a Client pursuant to an onward transfer of such Beauhurst Data by You, the Client shall comply with all Applicable Data Protection Laws.
- (g) You shall procure that, in respect of any processing of Beauhurst Data by a Client pursuant to an onward transfer of such Beauhurst Data by You, the Client shall delete all Beauhurst Data either at the termination of Your Subscription to Beauhurst or at the end of Your relationship with the Client, whichever is soonest.
- (h) Anyone You share Beauhurst Data with must be aware of (and adhere to) the restrictions in place on that information and is strictly forbidden from passing it on to anyone else, including within the Client's own organisation. It is Your responsibility to ensure this is the case, and Beauhurst shall treat any breach of this rule and/or Applicable Data Protection Law by any person who has been provided with Beauhurst Data as if such breach had been committed by You or Your User directly.

3.5. **Tier Three: Marketing Use**

- (a) You have rights to share Beauhurst Data, which includes Platform Personal Data, with your Clients subject to the following restrictions:
 - (i) Sharing of Beauhurst Data is done on a one-to-one basis with each Client and is not broadcast in any fashion whatsoever (for example through a marketing email or used in a seminar or conference).
 - (ii) The information being shared is directly relevant to the Client in question and to that particular engagement with them;
 - (iii) You cannot, unless agreed otherwise with Beauhurst in writing, sell any Beauhurst Data to a Client – no transaction may take place in exchange for any Beauhurst Data, and (as outlined in Clause 9.6 of the Terms and Conditions) you must not grant any Client access to the Beauhurst Platform;
 - (iv) You cannot give Beauhurst Data, which includes Platform Personal Data, to a Client for their own marketing or lead-generation purposes;
 - (v) Clients must not use email addresses from the Platform to contact any Persons.
 - (vi) You shall procure that, in respect of any processing of Beauhurst Data by a Client pursuant to an onward transfer of such Beauhurst Data by You, the Client shall comply with all Applicable Data Protection Laws.
 - (vii) You shall procure that, in respect of any processing of Beauhurst Data by a Client pursuant to an onward transfer of such Beauhurst Data by You, the Client shall delete all Beauhurst Data either at the termination of Your Subscription to Beauhurst or at the end of Your relationship with the Client, whichever is soonest.
 - (viii) Anyone You share Beauhurst Data with must be aware of (and adhere to) the restrictions in place on that information and is strictly forbidden from passing it on to anyone else, including within the Client's own organisation. It is Your responsibility to ensure this is the case, and Beauhurst shall treat any breach of this rule and/or Applicable Data Protection Law by any person who has been provided with Beauhurst Data as if such breach had been committed by You or Your User directly.

- (b) You have additional rights to Publish Beauhurst Data subject to the following limitations:

- (i) You may not Publish any Platform Personal Data under any circumstances;
- (ii) You will not Publish more frequently than once per week on average over any three-month period;
- (iii) That each time you Publish, You may not individually identify more than ten Companies, Transactions, or Funds;
- (iv) That each time You Publish, you may not use more than five pieces of aggregate data or statistics derived from the Beauhurst Platform;
- (v) Anything that is Published needs to be clearly attributed to Beauhurst (including a link back to beauhurst.com);
- (vi) Anything that You Publish must strictly be for your own activities – you are forbidden from using Beauhurst to do any marketing/PR/associated activities for another brand or business.

If you're ever unsure about what you can share or Publish, or if you want to exceed the limits detailed above, please do get in touch with us to discuss.

ANNEX

DESCRIPTION OF DATA ACCESSED VIA THE BEAUHURST PLATFORM

Data subjects

The Platform Personal Data accessed concern the following categories of data subjects:

- Directors, shareholders and employees of companies on the platform, and individuals involved in the ecosystem (funds, accelerators, universities) included within the Beauhurst Platform.

Purposes of the transfer(s)

Access is for the following purpose:

- To facilitate usage by the Subscribing Organisation in accordance with the Data Usage Tier identified in its Subscription Summary and further described in Part 3 of the Data Policy.

Categories of data

The Platform Personal Data accessed concern the following categories of data:

- Details pertaining to businesses on the Beauhurst Platform, including but not limited to: names, business contact details (business email address, business telephone number), job title, details of shareholdings, and details of company directorships.

Recipients

The Platform Personal Data accessed may be disclosed only to the following recipients or categories of recipients:

- **Subscribing Organisation:** Users (as defined in the main Terms and Conditions) duly authorised by the Subscribing Organisation to have access to Beauhurst Data for the Permitted Purpose or any employee at a Subscribing Organisation if the

Subscribing Organisation is on Data Tiers 1, 2 or 3.

- **Public bodies and law enforcement authorities:** Duly authorized staff at public bodies and law enforcement authorities who make enquiries of the Subscribing Organisation in accordance with applicable law.
- **Clients of Subscribers:** If a Subscribing Organisation is on Data Tier 2 or 3 it may share Platform Personal Data with its Clients. This can only be done on a one to one basis subject to certain restrictions being imposed on the Client in accordance with Part 3 of this Data Policy.

Sensitive data (if appropriate)

The Platform Personal Data accessed do not concern any categories of sensitive data.

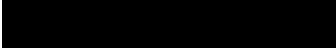
Data protection registration information of Beauhurst (where applicable)

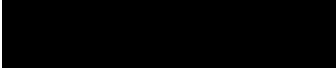
- Information Commissioner Registration Number for Business Funding Research Limited (trading as Beauhurst): Z291194X

Contact points for data protection enquiries



Email: dataprotection@beauhurst.com

Signed 

Name 

for and on behalf of **Business Funding Research Limited (t/a Beauhurst)**

We agree with and accept the terms of this Subscription Order with effect from the Start Date.

Signed 

Name 

for and on behalf of **UK Export Finance** as Subscribing Organisation

Date 08 Mar 2022



Issuer Beauhurst

Document generated Tue, 8th Mar 2022 11:14:13 UTC

Document fingerprint d7b0dc976524343d88deea3940d8dc8d

Parties involved with this document

Document processed	Party + Fingerprint
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Tue, 8th Mar 2022 13:52:09 UTC	[REDACTED] - Signer (9a51faf2339c018b289bc9f1b1b157e7)
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Date	Action
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Tue, 8th Mar 2022 13:52:09 UTC	Sent a copy of the envelope to [REDACTED] [REDACTED]. (213.86.43.20)
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