

Through our Web-Affiliate programme you can earn commission of 20% on sales introduced to Graydon UK Limited through your website. If you are interested, please read our standard Affiliate Agreement outlined below. You can download it, print, complete and sign two copies and send both of them to us. Graydon reserves the right to accept or reject applications for this programme and will reply to you as soon as possible.

## AFFILIATE AGREEMENT

YOUR COMPANY NAME:  ("the Affiliate")

YOUR WEBSITE ADDRESS:

This Agreement is made between the Affiliate, a company having a principal place of business at:

YOUR COMPANY ADDRESS:

and Graydon UK Limited ("the Company"), a UK company with offices at 2nd Floor, Hygeia Building, 66 College Road, Harrow, Middlesex, HA1 1BE, United Kingdom.

## RECITALS

### WHEREAS:

- A. the Affiliate is a provider of information and other services via (a) site(s) on the world wide web and other electronic media, including the information located on its web site;
- B. the Company provides Credit Reports, and related products and services through its web site located at - [www.creditlinedirect.graydon.co.uk](http://www.creditlinedirect.graydon.co.uk) (the "Company Site");
- C. the Company desires, and the Affiliate agrees, to enter into an agreement whereby the Affiliate will provide certain links on its websites, the "Affiliate Sites" which will link to the Company Site in accordance with the terms of this Agreement.

NOW THEREFORE, the parties hereby agree as follows:

### Section 1. – Obligations

#### 1.1 The Affiliate's Obligations

The Affiliate will display one or more textual and/or graphical hypertext links (e.g. a button or banner advertisement) to the Company Site on one or more sections of the Affiliate Sites (each a "Link"). The Affiliate will determine the function, design, label and placement of the Links subject to approval by the Company.

#### 1.2 The Company's Obligations

1.2.1 The Company shall provide all payments to the Affiliate in accordance with Clause 2 below.

1.2.2 The Company shall provide such material or content which in its opinion is required by the Affiliate to satisfy its obligation under Section 1.1 hereof.

#### 2. Remuneration

2.1 The Company will pay to the Affiliate a commission at the rate specified in clause 2.2 below. Commission will be paid on a monthly basis, approximately 30 days after the end of each calendar month. Commission will be paid by cheque and will cover all commission earned within the previous month. However, if at the end of the month the commission earned is less than £50.00, the Company will hold the payment until the fees held exceed £50.00 or (if earlier) until this Agreement is terminated.

2.2 Where a purchase is made by a customer who has accessed the Company Site via a Link, the Company shall pay the Affiliate a commission of 20% of the value of the payment therefor actually received by the Company (excluding VAT) provided that the Company shall be entitled to deduct from such commission any tax which may arise thereon and which the Company is obliged by Law to deduct and account to the Inland Revenue.

2.3 No commission shall be payable in respect of any payment received by the Company which is made by the fraudulent and/or criminal use of a credit card.

## Section 2. - Operation

### 3. Company Products and Services

3.1 All sales by the Company are transactions solely between the Company and the purchasing customer. Therefore, as between the parties, the Company will be solely responsible for electronic transaction processing, production, sales, order fulfilment, delivery, billing, collection, support, maintenance, repair, returns, warranty service, refunds, management of customer complaints and all other services and matters relating to any products or services provided by the Company available on or purchased through the Company Site.

### 4. Proprietary Rights and Licence

#### 4.1 Ownership

As between the Company and the Affiliate, the ownership of copyright and all other intellectual property rights (including without limitation all patents, copyrights, trademarks and other intellectual property rights) in and to

4.1.1 the Company Sites; and

4.1.2 the Company's credit reports and related products; and

4.1.3 the text, graphics, data, designs, computer programs, computer code, items, inventions, works of authorship, trademarks, service marks, concepts, materials, methods, processes and other content and information contained in 4.1.1 and 4.1.2 above or relating thereto shall remain with the Company.

#### 4.2 Licence Grant

The Company hereby grants to the Affiliate for the term of this Agreement, a non-exclusive, world-wide, royalty-free Licence to reproduce electronically, distribute and publicly display the Links to the Company Site in accordance with the parties' objectives and obligations hereunder.

#### 4.3 Licences to Company Marks

The Company hereby grants to the Affiliate for the term of this Agreement a non-exclusive, nontransferrable, royalty-free world-wide Licence to use, reproduce, publish, perform and display such trade marks of the Company which are necessary to comply with its obligations under this Agreement, details of such marks to be notified by the Company to the Affiliate from time to time.

#### 4.4 The Affiliate's Editorial Control

4.4.1 Both the Company and the Affiliate shall have the right to refuse to post, remove or edit any Link which links to any materials, content or web site that that party reasonably considers contains materials actually or potentially obscene, indecent, offensive, defamatory, unlawful or otherwise objectionable or otherwise unsuitable.

### 5. Representations and Warranties

5.1 The Company makes no representation or warranty that the Company Marks, the Company Site and all content or other materials contained or displayed on any portion of the Company Site ("Company Content") do not and will not infringe upon or violate any rights of any third party, including without limitation any copyrights, trademarks, trade secrets, contract rights or privacy rights.

5.2 Neither party makes any representation or warranty that the operation of its web site or any link thereto will be uninterrupted or error-free. EACH PARTY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED REGARDING THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

### 6. Limitation of Liability

IN NO EVENT SHALL THE COMPANY BE LIABLE FOR LOSS OF PROFITS, REVENUES OR DATA, OR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES

### 7. Term and Termination

7.1 This Agreement shall commence the date hereof and continue hereafter unless and until terminated as provided below.

7.2 This Agreement may be terminated:

7.2.1 by one party where there is a material breach of the obligations defined herein by the other party that is not cured within 30 days from the receipt of written notification of such breach by the party in breach;

7.2.2 by one party where the other party makes an arrangement with all of its creditors or goes into liquidation (other than for the purpose of a bona fide reconstruction);

7.2.3 by the Company at any time on giving at least 30 days' written notice to the Affiliate;

7.2.4 by the Affiliate at any time on giving at least 30 days' written notice to the Company.

7.3 Upon the effective date of termination, all obligations defined herein shall terminate with the exception of the obligations set forth in Clause 8 and any other provision of this Agreement which can reasonably be construed as surviving termination which shall survive any termination of this Agreement for any reason.

### 8. Confidentiality

Each party undertakes to retain in confidence the terms of this Agreement and all other nonpublic information and know-how of the other party disclosed or acquired by either party pursuant to or in connection with this Agreement which is either designated as proprietary and/or confidential or by the nature of the circumstances surrounding disclosure, ought in good faith to be treated as proprietary and/or confidential; provided that each party may disclose the terms and conditions of this Agreement to its immediate legal and financial consultants in the ordinary course of its business. The foregoing restrictions shall not apply to any information that:

- 8.1 was known by the party receiving the information (“the Receiving Party”) prior to disclosure thereof by the other party;
- 8.2 was in or entered the public domain through no fault of the Receiving Party;
- 8.3 - is disclosed to the Receiving Party by a third party legally entitled to make such disclosure without violation of any obligation of confidentiality; or
- 8.4 is required to be disclosed by applicable laws or regulations (but in such event, only to the extent required to be disclosed). Upon request of the other party, or in any event upon any termination of the Term, each party shall return to the other all materials, in any medium, which contain, embody reflect or refer to all or any part of any Confidential Information of the other party.

### **Section 3.- General Provisions**

#### 9.1 Governing Law; Jurisdiction.

This Agreement will be governed and construed in accordance with English law and the parties hereby submit to the non-exclusive jurisdiction of the English courts.

#### 9.2 Severability; Headings.

If any provision of this Agreement is held to be invalid or impaired or invalidated in any way, the parties agree to replace any invalid provision with a valid provision, which most closely approximates the intent and economic effect of the invalid provision. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section, or in any way affect this Agreement.

#### 9.3 Independent Contractors

While this Agreement is often referred to as the Affiliate Partner Agreement, this Agreement does not operate to create a Partnership or Agency relationship between the Affiliate and the Company. The Affiliate and the Company are independent parties, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. The Affiliate will have no authority to make or accept any offers, enter into any contracts, or make any representations on our behalf, or to act as a distributor, seller, or reseller of any of the Company's products. In the event that any other provision of this Agreement conflicts with this Section, this Section shall prevail.

#### 9.4 Assignment and Transfer

##### 9.4.1 The Company may, without the Affiliate's consent, assign this Agreement or any of its rights or delegate any of its duties under this Agreement;

##### 9.4.2 to any affiliate of the Company; or

##### 9.4.3 to any purchaser of all or any of the Company's assets or to any successor by way of merger, consolidation, or similar transaction.

Subject to the foregoing, this Agreement will be binding upon, enforceable by, and inure to the benefit of the parties and their respective successors and assigns

#### 9.5 Electronic Signature

##### 9.5.1 Counterparts

This Agreement may be entered into in any number of counterparts and by the parties to it on separate counterparts each of which when so executed and delivered shall be an original but all these counterparts together shall constitute one and the same instrument. To expedite the Graydon Affiliate Agreement process of entering into this Agreement, the parties agree that signed Transmitted Copies shall be deemed equivalent to original documents until such time as original documents are executed and delivered. “Transmitted Copies” will mean copies that are reproduced or transmitted via photocopy, facsimile or other process of complete and accurate reproduction and transmission.

##### 9.5.2 Notice

All notices under this Agreement shall be in writing and shall be deemed given :

##### 9.5.2.1 when personally delivered; or

##### 9.5.2.2 when sent by confirmed fax; or

##### 9.5.2.3 when sent by confirmed e-mail; or

##### 9.5.2.4 when sent by pre-paid first class post to the address of the party set out in this Agreement or (if any) such address as such party last provided to the other by written notice.

#### 9.6 Entire Agreement; Waiver

The parties, agree that this entire agreement and waiver supersede any and all prior or contemporaneous oral or written agreements or understandings between the parties, as to the subject matter of this Agreement. Except as provided herein, only writing signed by both parties may change this Agreement. Waiver by either party of a breach of any provision contained herein must be in writing, and no such waiver shall be construed as a waiver of any succeeding breach of such provision or a waiver of the provision itself.

**YOUR COMPANY NAME (“the Affiliate”):**

**Name (print):**

**Signature:**

**Title:**

**Date:**

**Graydon UK Limited (“the Company”)**

**Name:**

**Signature:**

**Title:**

**Date:**

**Please note:** When completed, please send two signed copies of the above Affiliate Agreement

to:

Graydon UK Limited  
(for Affiliate Marketing Programme)  
2nd Floor  
Hygeia Building  
66 College Road  
Harrow  
Middlesex  
HA1 1BE  
United Kingdom