

THIS AGREEMENT by way of Licence is made the [] day of [month year] BETWEEN **THE REGISTRAR OF COMPANIES** of Bloom House, Gloucester Place Lower, Dublin 1 (hereinafter referred to as the “Registrar” which expression shall, where the context so admits or requires, include her successors and assigns) and [Name of Licensee and address] (hereinafter called “the Licensee”) (each a “party” and together the “parties”).

WHEREAS:

- A. (i) The Registrar maintains and administers an office for the purposes of, amongst other things: **i)** the registration of companies under the Companies Act 2014 (as amended) (hereinafter referred to as the “Companies Act”) and the registration of post incorporation documents relating to companies and their officers; and **ii)** carrying out the duties of the “Registrar” (as defined in the Registration of Business Names Act 1963 (hereinafter referred to as the “RBN Act 1963”)).
- (ii) Pursuant to the Companies Act, the Registrar keeps and maintains a register or registers of certain documents supplied to her by companies and certain persons having certain dealings with companies, including liquidators and receivers in respect of such companies. The Registrar also keeps a register of business names on foot of certain documents supplied to her pursuant to the RBN Act 1963.
- (iii) Under and by virtue of Section 891 of the Companies Act, any person may: (a) inspect the documents kept by the Registrar, on payment of such fee, if applicable, as may be prescribed from time to time by the Minister for Enterprise, Trade and Employment (hereinafter referred to as the “Minister”), and (b) require a Certificate of the incorporation of any company, or copy or extract of any such document or any part of any other document to be certified by the Registrar, on payment of such fee, if applicable, for the Certificate, certified copy or extract as the Minister may prescribe. Under and by virtue of Section 16 of the RBN Act 1963, any person may: (a) inspect the documents kept by the Registrar, on payment of such fee, if applicable, as may be prescribed by the Minister, and (b) require a certificate of the registration of any person, or a copy of or extract from any other document or any part of any other document to be certified by the Registrar, on payment of such fee for the certificate, certified copy or extract, if applicable, as the Minister may prescribe.

- (iv) The Registrar compiles the records and information and data supplied to her in a systematic and methodical way as part of an electronic system and pursuant to the Companies Act which, for the purposes of this Agreement, is referred to as the “Registrar’s Database”. This Agreement sets out the terms of the Licence granted to the Licensee in respect of access to certain Data which may contain Documents (as specified in this Agreement) including the frequency and means of access to such documents which are contained on the Registrar’s Database.
 - (v) The Licensee acknowledges and admits that: **i)** the copyright in any work made by or on behalf of the Registrar in respect of the Registrar’s Database is a Government Copyright under and by virtue of Section 191 of the Copyright and Related Rights Act, 2000 (hereinafter referred to as “the Copyright Act of 2000”); **ii)** the Registrar’s Database is an “original database” (as defined in the Copyright Act of 2000); and **iii)** a “database right” (within the meaning of Section 321 of the Copyright Act of 2000) exists in respect of the Registrar’s Database.
- B.
- (i) The Licensee provides a service which enables third parties to have access to information which the Licensee has accumulated and aggregated from a number of sources and which is stored in the Licensee’s IT system (which database is hereinafter referred to as “the Licensee’s Database”).
 - (ii) The Licensee wishes to obtain and use, for its legitimate business purposes, certain Data (as specified in this Agreement) from the Registrar’s Database, in order to augment and/or improve the Licensee’s Database for access by third parties, and has requested the Registrar to supply the Data and to permit the Licensee to use the Data for its legitimate business purposes only subject to: **i)** the terms and conditions contained in this Agreement; and **ii)** the payment of the Charges specified in Clause 5 of this Agreement.
 - (iii) The Licensee hereby ACKNOWLEDGES that the Registrar grants to the Licensee a non-exclusive, non-transferable, revocable licence subject to the terms of use specified at Clause 4 and the other terms of this Agreement and is WITHOUT PREJUDICE to the manner in which the Registrar may perform her statutory duties and functions.

C. NOW IT IS HEREBY AGREED by and between the Registrar and the Licensee as follows:

1. **DEFINITIONS:**

In this Agreement, the following words and expressions shall, where the context so admits or requires, have the following meanings:

- (a) “The Companies Act” means the Companies Act 2014, and any Act amending, extending, repealing or replacing same.
- (b) “The Copyright Acts” means the Copyright and Related Rights Acts, 2000 to 2007, and any Act amending, extending, repealing or replacing same.
- (c) “Data Protection Laws” means all applicable national and EU data protection laws, regulations and guidelines, including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the “General Data Protection Regulation”), and any guidelines and codes of practice issued by the Data Protection Commission or other supervisory authority for data protection in Ireland;
- (d) “Data” in this Agreement means images of any and all Documents, partial documents or other images that are scanned or uploaded to the Registrar’s computer system and the Database, images generated by the Registrar’s computer System and the Database and/or generated by the System based on input to online forms, together with any information necessary to identify the image furnished through the text file created and exported as part of the Data and as described in detail at the First Schedule hereto.
- (e) “ document or Document(s) means any and all documents relating to the company incorporation documents, officers of an incorporated company, or documents supplied to the Registrar by companies and certain persons having certain dealings with companies together with documents related to registration of persons pursuant to the Registration of Business Names

Act 1963 which are scanned, uploaded ,submitted to Registrar of Companies or generated on Registrar’s computer system and/or Database

- (f) “Data Controller” has the meaning given under the Data Protection Laws;
- (g) “Personal Data” has the meaning given under the Data Protection Laws.
- (h) “Unsolicited Marketing Communications” means the use of the Data, or any part of the Data, for the purposes of advertising or promoting a particular product or service or products and services of the Licensee.
- (i) “Substantial” in relation to the extraction or reutilisation of the Data means substantial in terms of quantity or quality, or a combination of both.
- (j) “A Value Added Product” means a product consisting of Data supplied to or taken by the Licensee hereunder in its supplied raw state, loaded onto databases, processed and reformatted with data, whether obtained from other sources or not, and/or analysed, so as to add value to the raw Data, and so as to create derived information, for incorporation in products and services of the Licensee, before being supplied on to any customer or customers of the Licensee.

2. **TERM:**

- (a) This Agreement shall commence on the [**commencement date**], and shall, subject to Clause 2(b), continue in full force and effect for a period of four years from the commencement date unless terminated in accordance with the provisions of this Agreement (the “Term”).
- (b) Every two years, on the anniversary of the commencement date, this Agreement shall be the subject of a review by the Registrar to determine whether, in her sole discretion, there exists a reason of reasons which warrant the termination of this Agreement. If, on or following the completion of such a review, the Registrar decides to terminate this Agreement for whatever reason, then the Registrar may do so, without liability for compensation or damages, following the provision of three months’ notice to the Licensee. For the avoidance of doubt

where similar licence arrangements, including any and all Bulk Data Licence Agreements, are entered into between the Parties or by the Registrar then all such reviews occurring every two years will be carried out simultaneously so as to avoid a scenario where licences start and end at different types. This will hopefully provide greater clarity to the parties.

3. **DELIVERY OF DATA:**

- (a) The Registrar shall, subject to the terms of this Agreement, supply to the Licensee the Data by way of the medium, frequency and format specified in the Second Schedule hereto.
- (b) In the event that the Data is not supplied by the Registrar to the Licensee in accordance with the terms of the Second Schedule hereto, subject to Clause 16, the Licensee shall be entitled to a rebate upon each occasion of such delay, being the pro-rata cost of one working day's data having regard to the amount of the applicable annual Charges laid down in Clause 5, and the Registrar shall not be liable for any further penalty, or for any loss, injury, damage or expense arising from any delay in delivery of the Data to the Licensee. In this regard, for the purposes of determining any credit due to the Licensee in respect of the late delivery of Data, it shall be assumed, for the purposes of this sub-clause, that there are 250 working days in any one year during the currency of this Licence.
- (c) The Registrar reserves the right, in her sole discretion, to alter the specification of the Data, format and frequency of transfer of the Data in such manner as she shall consider reasonable. The Registrar will notify the Licensee of any modification to the specification of the Data, format and frequency of transfer of the Data. In the event that the Licensee is dissatisfied with any such modification then it may terminate this Agreement upon the provision of three months' notice to the Registrar.
- (d) The Licensee shall have the right to make inquiries about the Data, by way of the e-mail address specified at Clause 18

4. **LICENCE TO USE:**

- (a) In consideration of the payment of the Charges, and subject to the terms and conditions contained in this Agreement, the Registrar hereby GRANTS the Licensee a non-exclusive, non-transferable, revocable LICENCE to use the Data for the duration of this Agreement SUBJECT TO the following conditions and limitations:
- i. the use of the Data by the Licensee shall be for the Licensee's legitimate business purpose only and shall at all times be in accordance with applicable law;
 - ii. the Data provided as part of this Licence cannot be, adapted, altered, changed, modified, or manipulated in any way by the Licensee during the Term;
 - iii. without prejudice to the generality of Clause 4(a)(i) the Licensee shall comply with the Copyright Acts, the Competition Act 2002 as amended and its obligations arising under the Data Protection Laws in relation to the Data that it receives.
 - iv. The Licensee, whether acting by itself, its servants or agents, shall not collude with the entities specified in the Third Schedule hereto and shall not be entitled to sell, distribute, publish, supply or apply the Data, either in its entirety or substantially in its entirety, in its raw state or original format as supplied hereunder to any of those entities otherwise than at a price which equals or exceeds 120% of the price for the time being paid or payable by the Licensee hereunder.
 - v. Subject to 4(a)(iii) above, the Licensee shall not sell, distribute, publish, supply or apply the Data other than as value added data or a Value-Added Product.
 - vi. The Licensee shall not utilise, distribute, publish, supply or apply any part, parts or portion of the Data for the purposes of engaging in Unsolicited Marketing Communications, and shall impose a similar condition on any

of its customers to which it sells, distributes, publishes, supplies or applies the Data, or any part or parts or portion of it or any Data supplied hereunder which has been reformatted, and to which no additional data of the Licensee itself has been added to, and the Licensee shall equally impose this prohibition on its own customers.

- vii. Subject to 4(a)(i) to 4(a)(v) above, the Licensee shall be entitled to extract or utilise or re-utilise insubstantial parts of the Data only for any lawful purpose. For the avoidance of doubt the ability to use insubstantial parts of the data only is to ensure that the substantial portions of the data cannot be sold to others operating in the market.
- viii. The Licensee shall not use the Data, or any parts or part or portion of the Data, or allow the Data or any parts or part or portion of the Data to be used for any purpose which is illegal, fraudulent or dishonest purpose, or in support of any such illegal, fraudulent or dishonest purpose, and to impose a similar condition on any of its customers to which it sells, distributes, publishes or applies the Data, or any parts, part or portion thereof.
- ix. Not to use the Data, or any parts or part or portion of the Data, or to allow the Data or any part, parts or portion of the Data to be used for any purpose other than as permitted above.

(b) PROVIDED ALWAYS that:

- i) the Data as supplied to the Licensee shall not be published or supplied or furnished by the Licensee to any third party, either in its entirety or substantially in its entirety or as to any substantial part or portion thereof or which unreasonably prejudices the legitimate interests of the Registrar in or about the performance of her functions and duties under the Companies Act 2014 or under the RBN Act 1963, or any statutory provision which affect such functions and duties;
- ii) the Registrar shall be entitled to update the entities listed in the Third Schedule. Any such update shall be included on the Registrar's website

which is available by way of the following link:
<https://cro.ie/publications/fees/bulk-data/>;

- iii) this Licence is personal to the Licensee. The Licensee shall give notice in writing to the Registrar of any proposed or actual change in the control of the Licensee, stating the nature of the proposed change and the identity of the party or parties involved;
 - iv) Upon receipt of notice given under the preceding sub-clause, or if the Licensee fails to give notice under the said preceding clause, then upon becoming so aware that there has been a change in the control of the Licensee, the Registrar shall be entitled to terminate this Licence by provision of such a period of notice as may be deemed appropriate by the Registrar.
- (c) the Registrar shall maintain details on her website of, *inter alia*, the identity of the Licensee and each other licensee provided with the use of the Data and, where each such Licensee has nominated a representative for the purposes of the Data Protection Acts, the identity of such representative or representatives and will also include a link on the Registrar's website to the Licensee's website so as to enable the viewer to check the Licensee's website.
- (d) The Licensee shall, for the purposes of the Data Protection Acts, maintain on its website where it has nominated a representative for the purposes of the Data Protection Acts, the identity of such representative so that any data subjects who may be identified in the Data will understand who and where to contact should they have any reason to do so

5. **CHARGES:**

- (a) The Licensee shall pay to the Registrar the following Charges for the use of the Data provided for in this Bulk Image Licence Agreement:

€47,520 per annum.

The said Charges shall be payable monthly in advance on the first working day of each calendar month, and each subsequent payment is to be made on a monthly basis as aforesaid during each succeeding year during the continuance of this Agreement.

(b) The Minister may amend the above Charges by way of statutory instrument.

(i) any such amended Charges detailed by way of Statutory Instrument shall be applicable on the first day after which the revised or amended Charges come into force and payment shall be made in accordance with clause 5(a) above of this Agreement unless the Licensee intends to utilise the option detailed in clause 5(b)(ii) below;

(ii) the Licensee shall be entitled to terminate this Agreement by giving to the Registrar one month's written notice of termination where such a change in clause 5(b) above is made by the Minister and where such revised charges are not acceptable to the Licensee.

(c) IT IS HEREBY AGREED that if any payment of the said Charges payable hereunder, or the revised Charges payable hereunder, shall be in arrears, and shall not be paid in full within ten days of the due date for payment thereof, then and in such event the Registrar, may SUSPEND the supply of the Data to the Licensee, and may further, on first giving seven days' notice in writing to the Licensee after the expiration of the said period of ten days aforesaid, of her INTENTION to revoke the Licence and Permission hereby granted to use the Data, and if the said payment is not made within the said further period of seven days, then, on the expiration of the said period of seven days, this Licence and Permission shall be hereby REVOKED and be at an END, and the Licence and Permission hereby granted to use the Data shall thereupon forthwith absolutely CEASE AND DETERMINE.

6. TELEPHONE SUPPORT SERVICE

(a) In addition to the provision of the Data as hereinbefore agreed to be provided, the Registrar shall endeavour to provide a telephone support line

to deal with any technical questions which the Licensee may have concerning the Data during the times as may be specified by the Registrar.

7. **ACKNOWLEDGEMENT: NO WARRANTY AS TO ACCURACY:**

- (i) The Licensee hereby acknowledges that it is aware that the information and images contained in the Data, which may include Documents, and the Registrar's Database has been and is being supplied to the Registrar by or on behalf of companies and other persons, pursuant to statutory obligation. The Licensee acknowledges that although very basic checks may have been carried out on the information and images contained in the Data which may include Documents, its content has not been verified and that it has been accepted by the Registrar in good faith. The fact that information is on the public record should not be taken to and does not indicate that the Registrar has approved, checked, verified or validated it in any way. The Registrar makes no representations and gives no warranty in respect of the accuracy, adequacy, veracity or completeness of any information and contained in the Data which may include Documents where that information has been supplied to the Registrar by a third party.
- (ii) The Licensee is wholly responsible for assessing whether the Data is suitable for its legitimate business purposes and for ensuring that those to whom it sells, supplies, distributes or publishes the Data are aware of or are given notice of the matters set out in Clause 8(i) hereof.
- (iii) The Licensee hereby ACCEPTS AND AGREES that the Registrar shall not be liable to the Licensee, or to any client or customer of the Licensee, or any person claiming under or through the Licensee, for any loss or damage, or any costs or expenses arising out of or by virtue of any inaccuracy or untrue or incorrect information contained in the information and particulars, or any part thereof contained in the Data and or/Documents, supplied to the Registrar by or on behalf of any company, or any professional person, pursuant to Statute or otherwise, or at all.

8. **NOTIFICATION OF FACTUAL ERRORS:**

- (a) Every effort has been made to provide comprehensive and accurate Data the Registrar does not accept any liability or provide any express or implied warranty in respect of the Data provided under this Agreement. In the event of the Licensee ascertaining the existence of any factual error in the Data that may arise from a processing error on the part of the Registrar, it shall forthwith notify the Registrar, by e-mail, of said factual error, and what the error is.

- (b) Where the Registrar has made an amendment of foot of a notification received under subparagraph (a), the Licensee shall notify the Registrar, on request, by email of the total number of its customers to whom the factually erroneous material has been supplied by the Licensee and shall confirm to the Registrar in writing that all its customers who accessed the factually erroneous material have been contacted by the Licensee and made aware of the error and have been supplied by the Licensee with the amendment thereto.

- (c) In the event of the Registrar becoming aware of any factual error in the Data which has been supplied to the Licensee arising from a processing error on the part of the Companies Registration Office, the Registrar shall make whatever amendment is appropriate and shall notify said amendment by email to the Licensee and the Licensee shall:
 - i. notify the Registrar, by email, of details of the number of customers to whom the factually erroneous material has been supplied by the Licensee; and

 - ii. shall confirm to the Registrar in writing that all its customers who accessed the factually erroneous material have been contacted by the Licensee and made aware of the error and have been supplied by the Licensee with the amendment thereto.

 - iii.

9. **DENIAL OF PARTNERSHIP:**

This Agreement shall not operate so as to create a partnership, relationship or agency or joint venture of any kind between the Registrar and the Licensee.

10. **ENTIRE AGREEMENT:**

This Agreement constitutes the entire agreement and understanding of the parties and supersedes any previous agreement between the parties relating to the subject matter of this Agreement.

11. **TERMINATION:**

(a) WITHOUT PREJUDICE to the provisions of Clause 5, this Agreement may be terminated by either party at any time during the currency of the Agreement, without liability for compensation or damages, by six months' notice in writing to the Registrar or the Licensee.

(b) WITHOUT PREJUDICE to the provisions of Clause 5, this Agreement may be terminated forthwith by either party, without liability for compensation or damages, by 3 months' notice in writing to the other party, given by whichever party is not at fault, if any of the following events occur, namely:

(i) If the other party commits any breach of the terms or conditions of this Licence and fails to remedy such breach, or insofar as such breach is not capable of remedy, in respect of same within thirty days after receiving written notice from the party not at fault, requiring it so to do;

(ii) If the other party shall present a petition or have a petition presented by a creditor for its winding up or enter into compulsory or voluntary liquidation (other than for the purpose of a bona fide reconstruction or amalgamation), or shall have a Receiver appointed over all or any of its undertakings or assets.

- (iii) If the other party shall be, or shall be deemed, for the purposes of or within the meaning of the Companies Act 2014, to be unable to pay its debts, or shall cease to carry on business.
- (c) In the event of termination by the Licensee of this Agreement prior to its Term, in accordance with the terms of this Agreement the Licensee shall be entitled to recover from the Registrar any monthly payment which shall have been paid in advance of the particular month in which this Agreement is terminated
- (d) In the event that the Data Protection Commission makes any adverse finding or decision in respect of the terms of this Agreement, including the grant of the use of the Data, or any part thereof, by the Registrar to the Licensee then, in that event, the Registrar shall have the right, without prejudice to any other right of termination set out in this Agreement and following the provision of written notice to the Licensee, to terminate this Agreement forthwith without liability for compensation or damages.

12. **EXTENT OF LIABILITY AND INDEMNITY:**

The Registrar shall not be liable to the Licensee in respect of any loss or damage arising from any negligence or breach of this Agreement or breach of duty on the part of the Registrar or any member of the staff of the Registrar in connection with: the performance; the purported performance; or a failure to perform this Licence.

13. **DATA PROTECTION**

- a) The Licensee shall comply with all applicable requirements of the Data Protection Laws in respect of any Data made available to the Licensee by the Registrar, pursuant to this Agreement, which is Personal Data.
- b) The Parties acknowledge that for the purposes of the Data Protection Laws:

- i) the Registrar is a data Controller in respect of any Data made available to the Licensee by the Registrar, pursuant to this Agreement, which is Personal Data; and
 - ii) the Licensee is a data Controller in respect of any Data made available to the Licensee by the Registrar, pursuant to this Agreement, which is Personal Data.
- c) The Licensee fully indemnifies the Registrar in respect of any breach of the Data Protection Laws by the Licensee in respect of any Data made available to the Licensee by the Registrar, pursuant to this Agreement, which is Personal Data.

14. **DISPUTES**

- a) In the event of any dispute arising out of or relating to this Agreement (the “Dispute”), the Parties shall first seek settlement of the Dispute as set out below.
- b) Details of the Dispute shall be set out in writing which shall be provided as soon as possible to the other party.
- c) If the Dispute has not been resolved within seven working days (or such longer period as may be agreed in writing by the Parties) following the provision of notice of the Dispute to the other party, then either Party may refer the Dispute to an independent mediator, the identity of whom shall be agreed in advance by the Parties.
- d) If the Parties are unable to agree on a mediator or if the mediator agreed upon is unable or unwilling to act, either Party may within twenty-one (21) days from the date of the proposal to appoint a Mediator or within twenty-one (21) days of notice to either Party that the mediator is unable to act, apply to Mediators Institute of Ireland to appoint a mediator.
- e) Any submissions made to and discussions involving the mediator, of whatever nature, shall be treated in strict confidence and without prejudice to the rights and/or liabilities of the Parties in any legal proceedings and, for the avoidance of doubt, are agreed to be without prejudice and legally privileged. The Parties shall make written

submissions to the mediator within ten (10) Business Days of his/her appointment.

- f) The Parties shall share equally the cost of the mediator. The costs of all experts and any other third parties who, at the request of any Party, shall have been instructed in the mediation, shall be for the sole account of, and shall be discharged by that Party.
- g) For the avoidance of doubt, the obligations of the Parties under this Agreement shall not cease or be suspended or delayed in the event of a Dispute. The Parties shall comply fully with the requirements of the Agreement at all times.
- h) If, and to the extent that, any Dispute has not been settled pursuant to the mediation within thirty (30) days of the commencement of the mediation, either party may apply to the Irish courts at any time thereafter.

15. **FORCE MAJEURE:**

- a) A 'Force Majeure Event' means an event or circumstance or combination of events and/or circumstances not within the reasonable control of the Affected Party (as defined in clause 15B below) which has the effect of delaying or preventing that Party from complying with its obligations under this Agreement including but not limited to acts of God, war, outbreak of disease, insurrection, riot, civil disturbance, rebellion, acts of terrorism, government regulations, embargoes, explosions, fires, floods, tempests, or failures of supply of electrical power, or public telecommunications equipment or lines, excluding industrial action of whatever nature or cause (strikes, lockouts and similar) occurring at the place of business of either Party.
- b) In the event of any failure, interruption or delay in the performance of either Party's obligations (or of any of them) resulting from any Force Majeure Event, that Party ("the Affected Party") shall promptly notify the other Party in writing specifying:
 - 1. the nature of the Force Majeure Event;

2. the anticipated delay in the performance of obligations;
3. the action proposed to minimise the impact of the Force Majeure Event;

and the Affected Party shall not be liable or have any responsibility of any kind for any loss or damage thereby incurred or suffered by the other Party; provided always that the Affected Party shall use all reasonable efforts to minimise the effects of the same and shall resume the performance of its obligations as soon as reasonably possible after the removal of the cause.

- c) If the Force Majeure Event continues for 21 calendar days either Party may terminate at 14 days' notice.
- d) In circumstances where the Registrar is the Affected Party, the Licensee shall be relieved from any obligation to make payments under this Agreement save to the extent that payments are properly due and payable for obligations actually fulfilled by the Registrar in accordance with the terms and conditions of this Agreement.

16. **STATUS OF THE LICENSEE**

- a) It is a condition of this Agreement that by signing this Agreement the Licensee confirms and that the matters and circumstances outlined at Schedule 4 in relation to the status of the Licensee do not apply to the Licensee.
- b) The Licensee shall notify the Registrar in writing forthwith of any change in circumstances on the part of the Licensee which may impact upon the matters contained at Schedule 4.
- c) Arising from a change in circumstances on the part of the Licensee, for the purposes of this Clause 16, which cause the Licensee to contravene any of the matters specified in Schedule 4, the Registrar has the right to take such action as considered necessary including the immediate termination of this Agreement.
- d) Without prejudice to the other rights of termination contained in this Agreement, should the Registrar terminate this Agreement pursuant to

Clause 18(c) then the Registrar may do so without liability for compensation or damages.

17. **WAIVER:**

Failure or neglect by the Registrar to exercise any right, power or remedy contained in this Agreement shall not operate as a waiver of it, nor shall any partial exercise preclude further exercise of same or some other right, power or remedy or prejudice any right of the Registrar to terminate this Licence.

18. **NOTICES**

- a) Any Notice required to be given to the Registrar may be delivered by hand for the Registrar's attention or by e-mail to registrar@cro.ie and when delivered by hand shall be deemed to have been delivered at the time and date the same is delivered and when sent by e-mail, shall be deemed to have been delivered on the next working day. In the event of a change in the Registrar's e-mail address during the currency of this Agreement, the Licensee will be notified of such a change.
- b) Any Notice required to be sent or delivered to the Licensee may be delivered by hand or sent by e-mail to **[contact email address]** and when delivered by hand shall be deemed to have been delivered at the time and date the same is delivered and when sent by e-mail, shall be deemed to have been delivered when the same is sent. In the event of a change in the Licensee's said email address during the currency of this Agreement, the Licensee will notify the Registrar in advance of such change.

19. **HEADINGS:**

The headings of the terms and conditions herein contained are inserted for ease of reference only and are not intended to be part of or to affect the meaning or interpretation of any of the terms and conditions of this Licence.

20. **SEVERABILITY**

If any term or provision herein is found to be illegal or unenforceable for any reason, then such term or provision shall be deemed severed and all other terms and provisions shall remain in full force and effect.

21. **GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of Ireland and the parties hereto expressly and irrevocably submit to the jurisdiction of the Irish Courts.

Signed:

Registrar of Companies

Name of Witness:

Address:

Present when the common seal of the Vendor was affixed hereto:

Director

Director/Secretary

Name of Witness:

Address:

FIRST SCHEDULE

DESCRIPTION OF THE DATA TO BE SUPPLIED BY THE REGISTRAR

- (a) The images of all documents relating to registered companies and all documents relating to the registration of persons pursuant to the Registration of Business Names Act 1963 that are scanned and/or are uploaded on to the Registrar's computer system and the Database information necessary to identify the images furnished.

- (b) The Registrar will furnish the said Data by close of business on the third working day after the date on which the documents are scanned on to the Registrar's own computer system PROVIDED however, and WITHOUT PREJUDICE to the foregoing, the Registrar will use his best endeavours to make the aforesaid images available to the Licensee by close of business on the next working day following the date on which the documents are scanned onto the Registrar's computer system.

SECOND SCHEDULE

<u>Data</u>	<u>Media</u>	<u>Frequency</u>
Per First Schedule	Electronic Download of files via the Internet, utilizing a username and password that has been allocated by the Registrar to the Licensee	On every working day

The Data specified in the First Schedule will be made available to the Licensee in the manner specified in the above Table by close of business on the third working day after the date on which the documents are scanned onto the Registrar's computer system PROVIDED however and WITHOUT PREJUDICE to the foregoing, the Registrar will use her best endeavours to make the images available to the Licensee by close of business on the next working day following the date on which the documents are scanned onto the Registrar's computer system.

In the event that the Registrar is, for any reason whatsoever, unable to supply the Data in the manner specified in the above Table, and during the period of such inability only, the Data will be made available by the Registrar via a ShareFile download, by close of business on the third working day after the date on which the documents are scanned onto the Registrar's computer system. The CRO will upload the scanned documents to ShareFile and will provide the Licensee with a link to access the documents, PROVIDED however and WITHOUT PREJUDICE to the foregoing, the Registrar will use her best endeavours to make the images so available to the Licensee by close of business on the next working day following the date on which the documents are scanned onto the Registrar's computer system.

Format

The format of the Data will correspond with the format set out in the document at **Annex 1** to this Licence Agreement.

THIRD SCHEDULE

List of entities granted use of the Data at the date of the commencement of this Agreement.

Visionnet Ltd

Rochford Brady Online Services Ltd

D&B Business Information Solutions Ltd

Experian Ireland Ltd

Creditsafe Ireland Ltd

**ANY CHANGE TO THE ABOVE LIST OF ENTITIES WILL BE INCLUDED ON THE
REGISTRAR'S WEBSITE**

FOURTH SCHEDULE

Status of the Licensee

1. Neither the Licensee nor any person who is a member of the administrative, management or supervisory body of the Licensee nor any person who has powers of representation, decision or control in the Licensee has:
 - a. ever been the subject of a conviction for participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA.
 - b. ever been the subject of a conviction for corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union and Article 2(1) of Council Framework Decision 2003/568/JHA as well as corruption as defined in the national law of Ireland.
 - c. ever been the subject of a conviction for fraud within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests.
 - d. ever been the subject of a conviction for terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA respectively, or for inciting or aiding or abetting or attempting to commit an offence, as referred to in Article 4 of that Framework Decision.
 - e. ever been the subject of a conviction for money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council.
 - f. ever been the subject of a conviction for child labour and other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council.
2. The Licensee:
 - a. is not in breach and has not breached its obligations relating to the payment of taxes or social security contributions.
3. The Licensee:
 - a. has, in the performance of all public contracts, complied with applicable obligations in the field of environmental social and labour law that apply at the place where the works are carried out or the services provided, that have been established by EU law,

national law, collective agreements or by international, environmental, social and labour law listed in Schedule 7 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016).

- b. is not bankrupt or the subject of insolvency or winding-up proceedings, its assets are not being administered by a liquidator or by the court, it is not in an arrangement with creditors, its business activities are not suspended nor is it in any analogous situation arising from a similar procedure under national laws and regulations.
 - c. is not guilty of grave professional misconduct.
 - d. has not entered into agreements with other economic operators aimed at distorting competition.
 - e. is not aware of any conflict of interest arising from or in connection with the Agreement;
 - f. has not shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions.
4. The Licensee does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

ANNEX 1

Bulk Images Index Specification Document

Version	Date	Resp	Reason for Change
1.0	01/01/2005		Initial Specification
1.1	28/09/2020	TOC	Migration to new system. Increased size of fields
	11/02/2022	DK	sub_num field has grown to 9 characters

1. Introduction

This document is a specification of the data format for the Bulk Images Export Index File supplied by the CRO to customers. Every day, images of submission documents received since the last extract are exported to a location for CRO customers to download. The images will now be exported in pdf format (previously they were available in multipage tiff format).

Each document either relates to a company or business name submission and is named using a unique number to identify it. For each batch of documents exported an index file is created to provide additional details in relation to the documents exported. The purpose of this document is to describe the contents of the index file.

2. Index File Specification

Each time the export program is run, an index file is generated to provide more details as to what each image relates to. Each Index file is given a unique name. Typically it will be named index<VolNo>.txt, where <VolNo> corresponds to a unique number to identify each run, eg index5000.txt, index5001.txt etc.

The fields for the index file are specified in the table below. Each field is delimited by a tilde ('~') symbol, while some fields also are preceded by their label before giving a value. The Index file is character set UTF-8.

Field	Include Label	Description	Data Type	Length
doc_image_id	N	Id that uniquely identifies an image.	Number	15
doc_type_code	Y	This is a unique number that will identify the document type that the image represents. The new system has a different means of storing this data so some document types may be preceded by a single or a double zero.	Number	5
sub_type_code	Y	Identifies the submission type that the image relates to.	Number	5
date_received	Y	The date the submission was received	Date	19
company_num	Y	The unique number identifying the business name or company.	Number	7
comp_bus_ind	Y	Will be C for submissions related to companies and B for ones related to business names.	Char	1

doc_type_desc	Y	Description of the document type.	Char	100
submission_type_desc	Y	Description of the submission type	Char	100
scan_date	Y	The date the image was created.	Date Time	19
sub_eff_date	Y	The effective date of the submission.	Date Time	19
company_name	Y	The current registered name of the company or business name relating to the submission.	Char	400
sub_num	Y	The unique submission number relating to the submission. New submissions will be preceded by 'SR'	Char	9
doc_num	Y	This number will change in the new system. It may contain an id of up to 9 digits.	Number	9
acc_year_to_date	Y	For annual returns this date will be supplied.	Date Time	19