

Smythe & Greenwood - Terms and Conditions of Service (last updated August 2021)

We are Smythe & Greenwood Limited, incorporated in England and Wales with company number 10198705 of Invision House, Wilbury Way, Hitchin Herts SG4 0TW. These Terms and Conditions of Service shall apply to all Services except for Services which are provided under a signed Service Agreement between you and us. Our website at <https://smytheandgreenwood.com/> (the Site) is operated by us.

Definitions

In these Terms and Conditions of Service:

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| “Company” | means any company for which you request us to provide Company Services |
| “Company Services” | means company formation, compliance, registered office and other similar ongoing company-related services that we provide |
| “Order” | means an order for Services placed by you |
| “Schedules” | means the schedules and any annexes attached to these Terms and Conditions of Service |
| “Services” | means the services to be supplied by us (which may include Company Services) as set out in an Order |
| “we” or “us” | means Smythe & Greenwood Limited |
| “you” | means the person or organisation who purchases Services from us |

1. Agreement

1.1. You may place Orders for Services from time to time. By placing an Order, you acknowledge and accept that these Terms and Conditions of Service (including the Schedules to the extent applicable) shall apply to the Order to the exclusion of any other terms that you may seek to include or that may otherwise be implied.

1.2. An Order will only be deemed to be accepted by us when we either issue written confirmation of your Order or commence provision of the Services at which point a contract shall come into existence subject to these Terms and Conditions of Service (the “Agreement”). We may choose to reject any Order without providing a reason.

1.3. The Services that are available are as set out or referred to on the Site from time to time. For Services accessed through our Site, our Website Terms and Conditions additionally apply to your use of such Services.

1.4. We reserve the right to make changes to the Services from time to time and will endeavour to give all existing customers prior notice of any planned changes.

2. Agreement Period

2.1. Where your Order includes Services to be provided on an ongoing basis, the Agreement shall commence on the date we confirm acceptance of your Order and shall continue for the term set out in your Order unless terminated sooner under clause 9.

2.2. For annually renewable Services, this Agreement will automatically renew for a further 12 months after the termination date unless notice by either party is given 60 days prior to the termination date.

2.3. Any use of a Service by you after the effective date of a properly delivered notice of termination from you will result in the notice being deemed to have been withdrawn and the Agreement for the Services shall be deemed to have renewed.

3. Charges and Payment

3.1. You shall pay for the Services at the rates published by us from time to time. We may invoice for any annual charges in advance and all other charges at any time after the relevant Service has been provided. We may also require payment of charges in advance for Services that are available to order via our Site.

3.2. Every effort is made to ensure that the prices are correct however we reserve the right to update the prices on the Site and to update, amend, or withdraw the products and services that we offer without prior notice. We shall not be liable to anyone for withdrawing or amending any of the products or services we sell, or for refusing or failing to process an Order.

3.3. Payment shall become due 14 days after the date of invoice. Any late payment shall attract interest at 5% above Barclays Bank's base rate from time to time calculated on a daily basis from the date the money is due until payment is made. Notwithstanding any other remedy available to us, we shall have the right to terminate the Services (including your access to any database available under the Services) in the event of you failing to make payment of any charge by the due date.

3.4. In the case of credit card accounts, you will need to contact us to arrange for all charges that are due to be paid. In the case of direct debit accounts, all charges due will be invoiced and payment will be taken in accordance with the direct debit guarantee.

3.5. All prices quoted by us are quoted exclusive of VAT, which shall be added to your invoice at the rate in force at the date of invoice.

4. Your Obligations and Conduct

4.1. We shall allocate to you an identification number personal to you and you undertake to keep it safe. In the case of multiple users, this may be individual identification numbers.

4.2. All Services used through that identification number(s) whether authorised by you or not shall be your responsibility.

4.3. You shall immediately notify us in writing if you suspect that any unauthorised use is being made of any identification number and we shall, if we consider it necessary, arrange for the cancellation of such identification number and the allocation of a replacement number to you.

4.4. We reserve the right at any time to revoke your identification number and, where we deem appropriate, allocate a replacement.

4.5. You shall not use the Services (or any deliverables in connection with the same) in any way that breaches any laws or regulations that might apply (whether in the UK or elsewhere) or in any way that is criminal, illegal, unlawful or fraudulent, or that has any criminal, illegal, unlawful or fraudulent purpose or effect.

4.6. To the extent that the Services include Company Services, you acknowledge that it is your responsibility to provide all the information referred to and comply with the requirements set out in the Schedules, otherwise we will not be able to provide the Company Services.

4.7. We reserve the right at our sole discretion to suspend your account or to decline to provide the Services to any user that is in breach of any term of this Agreement.

5. Our Obligations and Conduct

5.1. We shall provide the Services using reasonable care, skill and diligence and within any agreed timescales (but time shall not be of the essence).

5.2. Our employees, contractors or agents may from time to time use the Services on behalf of you or assist you for the purpose only of demonstrating the Services to you.

5.3. Subject to clause 6.1, no responsibility for any loss occasioned to any person, firm or company as a direct or indirect result of the use of information so obtained is accepted by us.

6. Limitation of Liability

6.1. Nothing in this Agreement will exclude or limit either party's liability: (i) for death or personal injury caused by such party's negligence or the negligence of such party's employees, agents or sub-contractors; (ii) for fraud or fraudulent misrepresentation; or (iii) for any other liability that cannot be excluded or limited by applicable law.

6.2. You shall take sole responsibility for your use of the Services and (subject to clause 6.1) we shall assume no liability for any loss suffered by you which either wholly or partly results from your failure to take due care in the use of the Services.

6.3. Where the Services include Company Services, the additional terms and limitations on liability set out in the Schedules shall apply. You also acknowledge and agree that we shall have no liability for any loss suffered by you which either wholly or partly results from your failure to obtain consents or to provide information that we require as set out or referred to in the Schedules or as otherwise notified by us to you in writing.

6.4. If any credit ratings are provided to you under the Services by us, these are honest expressions of opinion for your sole use, however, you acknowledge that such opinions are based on information from third parties and we cannot guarantee their accuracy and it is possible that such information may contain errors or omissions. Except as set out in this Agreement, we make no representations, warranties or guarantees relating to the accuracy or fitness for purpose of the information being provided, and any implied warranties are excluded to the maximum extent permitted by law.

6.5. Where direct loss is caused to you which arises solely as a result of the negligent acts or omissions of us or our employees in the provision of the Services ("**Loss**"), we accept liability under these conditions (subject always to clause 6.7) for such direct loss provided you give us written notice of the Loss within 1 month of becoming aware of the circumstances giving rise to the Loss or, if earlier, 1 month from the time you ought reasonably to have become aware of such Loss. Otherwise, we accept no responsibility whatsoever for the accuracy, completeness or content of our Services.

6.6. Subject to clause 6.1, we accept no liability for any cost, loss, damage, loss of profit or business of any other consequential or special loss, whether direct or indirect suffered by you as a result of your use of the Services or by reason of any failure or of defects in the Services.

6.7. Subject to clause 6.1, our total liability under this Agreement howsoever arising shall not exceed 100% of the total fees paid and payable by you in the year in which the liability accrued.

7. Our Proprietary Rights

7.1. The information, intellectual property rights (including copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), in each case whether registered or unregistered, and all similar or equivalent rights or forms of protection now or in the future in any part of the world) and data contained in the Services including any databases or documents (collectively the "**Our Materials**") is our property and we reserve all rights in such material.

7.2. Unless expressly stated in this Agreement, nothing shall confer on you or your employees, contractors or agents any licences or ownership of rights in the Services or Our Materials save a licence to use the Services or Our Materials in accordance with this Agreement.

7.3. You may only reproduce, re-transmit or otherwise copy any of the information and data contained in the Services and any databases or documents or as may be otherwise available under the Services subject to you making suitable acknowledgement that the source of the said information or data is the Services.

7.4. You may not resell any of Our Materials or any Services without our prior written consent and such rights to Our Materials remain with us.

8. Force Majeure

8.1. We will not be liable for failure to perform our obligations if the failure results from an act of God, epidemic or pandemic, refusal of license, act of government or other authority or statutory undertaking, war, flood, civil commotion, fire, explosion, accident, power failure, equipment failure including failure in information technology or telecommunications services, failure of a third party (including failure to supply data), industrial dispute, inability to obtain materials or anything beyond our reasonable control.

9. Termination

9.1. Without prejudice to any other remedies to which we are entitled, we may terminate this Agreement with immediate effect on giving written notice to you at any time after the happening of any one of the following events:

(a) if any payment due to us under any Order remains unpaid for a period of 30 days after becoming due; or

(b) if you are the subject of a bankruptcy petition, application or order or becomes insolvent or goes into liquidation (whether voluntary or compulsory) except for the purpose of solvent reconstruction, or if a receiver, administrative receiver or administrator is appointed in respect of the whole or any part of your assets, or if you make an assignment for the benefit of your creditors generally or threaten to do any of these things or any similar event occurs in any other jurisdiction.

9.2. Without prejudice to any other remedies, either party may terminate this Agreement with immediate effect by giving written notice to the other party if the other party commits a material breach of any term of this Agreement and (i) such breach is irremediable, or (ii) (if such breach is remediable) it has failed to remedy such breach within a period of 14 days after being notified in writing to do so.

9.3. Remedy of breach under clause 9.2 shall not be available to you if you have previously received notice of a breach of the same condition by us and no remedy had occurred.

9.4. If in any event we decide to terminate this Agreement under the provisions of this clause 9, such termination shall not affect our rights to recover any money due at the time of such termination or to recover damages for any breach of this Agreement before such termination.

10. Transfer and Assignment

10.1. You acknowledge that the Services are supplied solely for your internal business use.

10.2. You may not transfer or assign your rights and obligations under this Agreement without our prior written consent.

10.3. We may at any time transfer or assign our obligations and rights under this Agreement to a third party (this may happen, for example, if we sell our business). If this occurs, you will be informed by us in writing. Your rights under this Agreement will not be affected and our obligations under this Agreement will be transferred to the third party who will remain bound by them.

11. Data Protection

11.1. Each party undertakes that in performing its obligations under this Agreement it shall (and shall procure that any relevant sub-processors shall) comply with the provisions of the Data Protection Act 2018 and the General Data Protection Regulation (EU) 2016/679) as retained under UK law (UK GDPR) and all implementation, replacement and modifying legislation and regulations relating to data protection from time to time in force in the UK ("**Data Protection Legislation**") relating to the processing of personal data.

11.2. We will at all at times process personal data in accordance with our Privacy Policy and Schedule 1 of this Agreement. You acknowledge that you have read and accepted the information set out in Schedule 1 about how we use personal data to provide Services to you.

11.3. You shall only use the Smythe & Greenwood Online Personal ID check database for the purpose of assisting in the prevention of money laundering in accordance with the Money Laundering Regulations 2017 and Know Your Customer (KYC) Rules for professional bodies or the Financial Services Authority, statutory bodies or Acts of Parliament and the prevention of fraud and fraud protection and anti-terrorism regulations that may from time to time come into force.

11.4. Before using the Smythe & Greenwood Online Personal ID check database to obtain information about a natural person, you must first obtain the consent of that person and, where the use of any of the Services relates to a consumer credit application or agreement or vetting, comply with the notification requirements of the Data Protection Legislation and, in particular, notify such person in writing that:

(a) the information which the person gives to you may be disclosed to a credit reference agency, which may keep a record of that information; and (b) that that information, and the fact that a credit search was made, may be disclosed to its other suppliers for the purposes of assessing the risk of giving credit, to prevent fraud and to trace debtors.

11.5. You shall, on request, give us a copy, or transcript, of any notification that you use or make in accordance with clause 11.4.

11.6. To the extent that you are able to do so, you grant us a perpetual, royalty free right to keep a record of the information referred to above in clauses 11.4 and 11.5.

11.7. Where you provide personal data for us to use to perform Services (whether on behalf of yourself or on behalf of a client), you warrant that:

(a) all such personal data is accurate;

(b) you are entitled to provide the personal data to us; and

(c) you have obtained all necessary consents (including from your client and any third party where necessary) to provide such personal data to us and for us to use it in the performance of the Services (including to share personal data with third parties such as Registries and other regulated providers worldwide in order to perform the Services).

11.8. You undertake to indemnify and keep us indemnified against all losses, damages, costs or expenses and other liabilities (including legal fees and any regulatory losses or fines) incurred by, awarded against or agreed to be paid by us arising from any breach of your obligations under clause 11.7 above.

11.9. You shall allow us, on reasonable notice and within normal business hours and not more than once in each quarter, to audit your compliance with the provisions of this clause 11.

12. Entire Agreement

12.1. This Agreement constitutes the entire agreement between the parties in respect of the Services and no representation, statement, warranty or condition not expressly contained in this Agreement or incorporated herein by reference shall be binding upon us as a warranty or otherwise. In particular, you warrant and represent that in entering into these terms you have not relied upon any statement of fact or opinion made by us or our officers, servants or agents which has not been included expressly in this Agreement.

13. Compliance with Laws

13.1. Each party warrants to the other that they have obtained all necessary licences and registrations under the Consumer Credit Act 1974 and the Data Protection Legislation (or any subsequent enactments thereof) and any other applicable laws, regulations or codes and shall comply strictly with the requirements of such legislation.

13.2. Each party shall install adequate security measures in the light of the sensitive nature of the service and information provided and shall maintain such security measures in good working order.

13.3. You will immediately provide to us any information we may reasonably request in order for us to determine whether your use of the Services (and your possession of any deliverables in connection with the same) is in compliance with all necessary laws, regulations and codes which may from time to time come into force.

14. Severance

14.1. If any provision of this Agreement is or becomes invalid or unenforceable it will be severed from the rest of this Agreement so that it is ineffective to the extent that it is invalid or unenforceable and no other provision of this Agreement shall be rendered invalid, unenforceable or be otherwise affected.

15. Indemnities

15.1. You agree to indemnify, defend and hold us, our parents, subsidiaries, affiliates, officers and employees harmless from any loss, cost, damage, claim or demand, including reasonable legal fees, made by any third party, or incurred or suffered by us or our parents, subsidiaries, affiliates, officers or employees in connection with your use of the Services and any information obtained through them in breach of this Agreement.

15.2. Where the Services include Company Services, you will fully indemnify us and any third-party service provider engaged by us as part of the Company Services against any expenses, costs, claims, damages or penalties incurred by us or the service provider in connection with this Agreement howsoever occasioned including through defamation, suing or being sued as a result of any breach of this Agreement whatsoever and howsoever committed by you or any third parties acting on your behalf.

16. Confidentiality

16.1. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients, or suppliers of the other party except as permitted by clause 16.2.

16.2. Each party may disclose the other party's confidential information:

(a) to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this Agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 16; and

(b) as may be required by law, court order or any governmental or regulatory authority.

16.3. No party shall use any other party's confidential information for any purpose other than to perform its obligations under this Agreement.

17. Third party rights

17.1. Unless it expressly states otherwise, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

18. Variation

18.1. This Agreement may not be amended, modified, varied or supplemented except in writing signed by or on behalf of us and you provided that we may revise these Terms and Conditions of Service in response to changes in relevant laws and other regulatory requirements.

19. Announcements

19.1. Neither party shall make, or permit any person to make, any public announcement concerning the existence, subject matter or terms of this Agreement the wider transactions contemplated by it, or the relationship between the parties, without the prior written consent of the other party, except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

20. Waiver

20.1. No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

21. Anti-Bribery, Modern Slavery and Criminal Finances

21.1. In performing its obligations under this Agreement, each party shall:

- (a) comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("**Relevant Requirements**");
- (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- (c) have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements;
- (e) promptly report to the other any request or demand for any undue financial or other advantage of any kind received by it in connection with the performance of this Agreement.

21.2. In performing its obligations under this Agreement, each party shall:

- (a) comply with all applicable anti-slavery and human trafficking laws, statutes and regulations from time to time in force including but not limited to the Modern Slavery Act 2015;
- (b) not engage any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct had been carried out in the UK; and
- (c) promptly report to the other any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Agreement.

21.3. We shall ensure that any person associated with us who is performing services in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on us in this clause 21 ("**Relevant Terms**"). We shall be responsible for the observance and performance by such persons of the Relevant Terms and shall be directly liable to you for any breach by such persons of any of the Relevant Terms.

21.4. Neither you or us will engage in any activity, practice or conduct which would constitute either:

- (a) a UK tax evasion facilitation offence under section 45(5) of the Criminal Finances Act 2017; or
- (b) a foreign tax evasion facilitation offence under section 46(6) of the Criminal Finances Act 2017;

and each party shall promptly report to the other party any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017, in connection with the performance of this Agreement.

21.5. Breach of this clause 21 shall be deemed a material breach of this Agreement.

22. Governing Law and Jurisdiction

22.1. This Agreement is governed by the law of England and Wales and each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

SCHEDULE 1

Important information about Personal Data we process as part of our Services

1. As part of the Services we provide to you, we may need you to supply personal data to us including to satisfy client on-boarding, KYC, AML and due diligence requirements that include but are not limited to the rules of the United Kingdom of England and Wales but also any rules of third-party providers and Registered Agents. We act as a “data controller” in respect of such personal data and will use it in accordance with our Privacy Policy.
2. Where we process personal data as part of providing Company Services to you, we will either do so as a “data controller” (where we determine the personal data that we need to provide the Company Services, for example, when we are providing company formation, registration, audit or other advisory services) but we may also act as a “data processor” (where we process personal data on your instructions, for example, when we are providing compliance services for a Company). Where we process personal data as a data controller in order to provide Company Services to you, our legal basis for processing is to perform our contract with you and we will use your personal data in accordance with our Privacy Policy. Where we process personal data as a data processor, our rights and responsibilities to you in respect of your or your clients’ data are as set out in Annex 1 to this Schedule.
3. Specific purposes for which we may need to collect and process personal data as part of the Company Services include as follows:
 - Incorporation of UK legal entities
 - Incorporation of international legal entities
 - Provision of ongoing UK address services
 - Provision of ongoing international address services
 - Company Secretarial services
 - Company file maintenance
 - Compliance services
 - Processing of personal data for the purpose of taking payment for goods and services via a credit or debit card
 - Processing of personal data provided and passing to Companies House for incorporation
 - Processing of personal data provided and passing to International Registered Agents for incorporation and maintenance
 - Processing of personal data provided and passing to International Registries for incorporation and maintenance
4. The types of data subject for whom we may need to collect personal data include individuals being appointed to companies as a Director or Secretary or being named as a Shareholder, Beneficial Owner or Person of Significant Control.
5. The types of personal data we may need to collect and process to provide Company Services include but are not limited to:
 - Full Name
 - Addresses (current and previous residential addresses)
 - Date of Birth
 - Place of Birth
 - Telephone Number
 - Email Address
 - Mother’s maiden name
 - Father’s forename
 - Passport number
 - NI number
 - Financial information
 - Bank Details
6. We take our obligations of confidentiality and the protection of personal data very seriously. We will not, therefore, sell or make personal data available to any third party without your prior consent except as required to perform the Company Services, as set out in our Privacy Policy or as required by law. You acknowledge that, in order to perform Company Services, we may be required to share personal data with Registries and regulated organisations worldwide. We will only share personal data with such parties to the extent strictly necessary to perform the Company Services.
7. Where you request the formation of a Company for your personal benefit, and not as a professional intermediary on behalf of others, we will need to process any personal data you have provided. If you have any queries about the manner in which personal data will be processed by us or your rights in relation to such processing you should contact us via our contact form or on our telephone number, both of which are accessible on our Site.
8. If you have provided to us personal data relating to a third party (for example, details of any other individual being appointed to a Company or where you request formation of a Company on behalf of a client), you must have in place all necessary appropriate consents and notices to enable lawful transfer of such personal data to us and to allow us to use such personal data to perform the Services (including to share it with third parties where required as part of the Company Services) – please see clauses 11.7 and 11.8 of our Terms and Conditions of Service.
9. As a regulated Company Service Provider, we have an ongoing responsibility to perform onboarding, KYC and regular due diligence checks on any Company (and its officers and beneficial owners) to provide Company Services. Your acceptance of our Terms and Conditions of Service authorises us to perform these checks and provide ongoing Company Services. In the event that any of our checks uncover information outside of our risk appetite then we reserve the right to terminate our Company Services without notice and without refund.
10. We may require you to provide evidence of your identity and address in the form of original certified documents to satisfy our internal Anti-Money Laundering procedures. Failure to comply with any request for such documents within a reasonable time frame (specified at the time of any request) may result in the termination of our Company Services. No refund shall be given for the termination of our Company Services resulting from your failure to satisfactorily comply with our Anti-Money Laundering procedures.

Annex 1 – Data Processing Agreement

1. To the extent that you provide personal data for us to use to perform Company compliance services for you (where we process personal data on your instructions), you acknowledge that you will be the controller and we will be a processor. Where you provide personal data for us to use to perform Company compliance services for your clients, you acknowledge that your client will be the controller, you will be a processor and we will be a sub-processor. This Annex 1 will apply to all personal data for which we act as a processor or sub-processor.
2. The table below sets out the scope, nature and purpose of processing by us, the duration of the processing and the types of personal data and categories of data subject.
3. We shall, in relation to any personal data we process on your behalf under this Annex 1:
 - a) process the personal data only on your written instructions. You and we agree that this Agreement sets out your complete instructions to us in relation to the processing of personal data and processing outside the scope of these instructions (if any) shall require prior written agreement between us;
 - b) ensure that we have in place appropriate technical and organisational measures to protect the personal data against any unauthorised or unlawful processing and against any accidental loss, destruction or damage;
 - c) ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential;
 - d) notify you if we receive a request from a data subject and assist you, at your cost, in responding to any request from a data subject (whether made to you or us);
 - e) assist you, at your cost, in ensuring compliance with your obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - f) notify you without undue delay on becoming aware of a personal data breach;
 - g) maintain complete and accurate records and information to demonstrate our compliance with this paragraph 1.3 and allow you to conduct audits as reasonably required;
 - h) notify you immediately if, in our opinion, an instruction from you infringes any provision of the Data Protection Legislation;
 - i) except as set out in paragraph 1.5 below, not transfer any personal data outside of the UK or European Economic Area unless we have obtained your prior written consent and one of the following conditions has been fulfilled:
 - i. the UK government or the European Commission has decided that the country to which personal data is to be transferred ensures an adequate level of protection; or
 - ii. we have provided appropriate safeguards in relation to the transfer and the data subjects will have enforceable rights and effective legal remedies;
 - j) on termination of the Agreement, delete all such personal data (unless we are required by applicable law to continue to store such personal data).
4. We may appoint sub-processors to process personal data under this Agreement provided we have entered into a written agreement with any sub-processor incorporating terms which are substantially similar to those set out in paragraph 3 of this Annex. We shall remain fully liable for all acts or omissions of any sub-processor appointed by us pursuant to this paragraph 4.
5. You acknowledge that, in order to perform the Company Services, we may be required to share personal data with Registries and regulated organisations worldwide. We will only share personal data with such parties to the extent strictly necessary to perform the Company Services.

| Type of Personal Data | Scope, Nature and Purpose of Processing | Duration of Processing | Categories of Data Subject |
|---|---|------------------------|--|
| <ul style="list-style-type: none"> • Full Name • Addresses (current and previous residential addresses) • Date of Birth • Place of Birth • Telephone Number • Email Address • Mother's maiden name • Father's forename • Passport number • NI number • Financial information • Bank Details | <ul style="list-style-type: none"> • Company file maintenance • Compliance services | Term of this Agreement | Individuals being appointed to companies as a Director or Secretary or being named as a Shareholder, Beneficial Owner or Person of Significant Control |

Schedule 2 – Due Diligence for Company Services

As part of our client on-boarding and monitoring due diligence, AML and compliance, we carry out due diligence on all our clients to fulfil our obligations in the UK and in those in the countries where Company Services are being provided.

We are regulated by the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 ("MLR 2017") and by placing an Order you are granting us authorisation to conduct full due diligence as necessary. A record will be retained.

You agree that you will provide us with due diligence information as we request which can include, but is not limited to:

1. Certified identity confirming name, date of birth and nationality – passport or government ID card (showing expiry date and place of issue and photograph) to be certified as a true copy and a true likeness by a lawyer, accountant or other regulated professional person. Certified identity will be required on Directors/Shareholders/Beneficial Owners and Persons of Significant Control and for a holder of Power of Attorney.
2. Certified proof of address – utility bill dated within the past 3 months, to be certified as a true copy by a lawyer, accountant or other regulated professional person. Certified proof of address will be required on Directors/Shareholders/Beneficial Owners and Persons of Significant Control and for a holder of Power of Attorney.
3. Professional reference.
4. Source of funds.
5. All documents should be in English or have a notarised English translation.
6. For each entity - confirmation of the Company's nature and activities, source of funds, estimated annual turnover, countries the Company intends to conduct business, details of any assets.
7. Confirmation that the address where the books and records of each Company will be kept has not changed and should there be any changes you will notify us within 10 working days of any such change.

You must ensure that you take appropriate and adequate steps to understand the rules and obligations in regard to record-keeping rules for Companies which can include but is not limited to:

- Records must be maintained for a minimum of 5 – 10 years (depending on the jurisdiction) from the commencement of termination of a transaction.
- Records and underlying documentation must be kept and maintained by the Company and copies provided immediately to us for updating with the Registered Agent/ Registered Office / Registry where applicable.
- The address of where the Company documentation is kept must be confirmed to us in writing and we must be informed immediately should there be a change.
- Companies must meet the existing statutory obligations to keep records that are sufficient to show and explain a Company's transactions. The records must enable the financial position to be determined with reasonable accuracy.
- In many jurisdictions there is a requirement to file financial statements with the authorities.
- In many jurisdictions there is a requirement to keep "accounts". This may mean that there is no requirement to file accounts with the authorities, but it does mean that they are required to keep accounting records.
- That the directors, shareholders and beneficial owners are aware of their obligations.
- That you must inform us of any changes.

Professional Introducers

If you are a professional introducer, you agree and confirm that as part of your normal practice you have and continue to maintain in place due diligence procedures, which, inter alia, verify the identities of existing and new clients and ascertain that funds are from a legitimate source as set out in points 1-7 above and additionally include the following:

1. Retention for each entity in the introducer's records: a copy of the corporate applicant's certificate of incorporation (or similar), certificate of good standing, registers of directors, members and in respect of each of the underlying beneficial owners and directors controlling the corporate applicant certifying the identity in the manner set out for individual applicants as above.
2. Confirmation that we will be informed immediately where you have not been able to completely and satisfactorily verify any clients introduced to us.
3. Provide us with a list and certified copy passports of all persons employed by the introducer who may give instructions to us and provide us with their scope.
4. That your due diligence records you obtain on your clients are retained for a period of no less than five years after the cessation of a particular client's business and that such details will be released immediately should they be requested by us to meet our requirements.
5. To ensure that we will be informed of any changes.
6. Confirmation that you, as the introducer, have advised each client of the following in regard to record-keeping rules for Companies which can include but is not limited to:
 - Records must be maintained for a minimum of 5 – 10 years (depending on the jurisdiction) from the commencement of termination of a transaction.
 - Records and underlying documentation must be kept and maintained by the Company and copies provided immediately to us for updating with the Registered Agent/ Registered Office / Registry where applicable.
 - The address of where the Company documentation is kept must be confirmed to us in writing and we must be informed immediately should there be a change.
 - Companies must meet the existing statutory obligations to keep records that are sufficient to show and explain a Company's transactions. The records must enable the financial position to be determined with reasonable accuracy.
 - In many jurisdictions there is a requirement to file financial statements with the authorities.
 - In many jurisdictions there is a requirement to keep "accounts". This may mean that there is no requirement to file accounts with the authorities, but it does mean that they are required to keep accounting records.
 - That the directors, shareholders and beneficial owners are aware of their obligations.

Schedule 3 – Additional Terms

A. Additional terms relating to Company Formations

1. By placing an Order with us for formation of a Company, you are granting us the right to file with Companies House, International Registered Agent or similar as an authorised person for and on behalf of the Company, the statutory forms required to implement the company formation service or other service you are agreeing to take under this agreement.
2. We do not accept any liability for any errors or omissions in the Company formation information you submit through our Site, or for any such Company formation application which is subsequently rejected by Companies House.
3. Where you select a Company name for registration for whatever reason, we warrant only that we will make an application to the Registrar of Companies for the registration of that name, and that if registration is permitted, it is permitted by the Registrar on the basis of his view that it will not conflict with the name of any other company at that time of registration on the Register.
4. We do not warrant that the use of the Company name will not conflict with the rights of currently operating businesses, and in particular we do not warrant that the use of the name may not give rise to actions for passing off, or for infringement of any other proprietary or legal right. We have not investigated and cannot investigate the possibility of the existence of conflicting rights and you accept sole responsibility for meeting all and any claims of any kind whatsoever arising out of the use of the Company name and agree to indemnify us in respect of any costs, expenses or damages it suffers or for which it is held liable as a result of any such claims.
5. We recommend that you consult with an appropriately qualified professional (solicitor, accountant or other advisor) for any professional advice. You are also strongly advised to seek independent advice regarding the incorporation and maintenance and statutory and tax matters relating to your responsibilities for your UK or International Company. We assume that you have done so.
6. In the event that you make a purchase of a Company incorporation pack but then change your mind prior to the submission of the Company details to Companies House we will refund all monies paid to us with the subtraction £20.00 administration charge. This charge covers our merchant charges (both on the purchase and the refund) and other incidental expenses. Refunds cannot be given once the Company has been submitted to Companies House. No refund will be given if Services are terminated by us because of any breach of this Agreement.
7. For UK Companies formed online directly - once we receive electronic confirmation of incorporation from Companies House, we will automatically send you a confirmation email with pdf incorporation documents attached.

B. Additional terms relating to Company Services

1. As a Company Services provider, we have an ongoing responsibility to perform regular checks on any Company (and its officers and beneficial owners) to which we provide ongoing services. By placing an Order for Services which include ongoing Company Services, you authorise us to conduct these checks and record these in line with our requirements.
2. These checks can include to open any mail delivered to our address or service provider's address in respect of any Company you have engaged us to provide ongoing Company Services to. In the event that any of our checks uncover information or activities that are illegal, unethical or otherwise outside of our risk appetite then we reserve the right to terminate services without notice and without refund.
3. Further to the above, we may require you to provide evidence of your identity and address in the form of original certified documents to satisfy our internal Anti-Money Laundering procedures. Failure to comply with any request for such documents within a reasonable time frame (specified at the time of any request) may result in the termination of our Company Services. No refund shall be given for the termination of Company Services resulting from your failure to satisfactorily comply with our Anti-Money Laundering procedures.
4. You grant us authorisation to file with Companies House or other service providers, as an authorised person for and on behalf of your Company, the statutory forms required to implement the Company Services you are agreeing to take under this Agreement for the term of the agreement and, if said services are cancelled, terminated or shall expire for failure to make payment or for failure to comply with Anti-Money Laundering checks or procedures, the statutory forms required to terminate them.
The statutory forms that we reserve the right to file shall include, but not be limited to, the following: AP01, AP02, AP03, AP04, TM01, TM02, SH01, AD01, AD02, CH01 and CH02.
5. If any data is missing or incorrect, we cannot submit your order.
6. If any additional or enhanced KYC, Due diligence or monitoring is required in order to meet our requirements then additional fees will be applied.
7. If funds are received from an account other than the name of the Company or our client of record, this will be subject to further KYC for which an additional fee will be charged.
8. If a Company becomes struck off for non-payment of its annual fees, it will be removed by the registrar from the live Registry, but it may still retain its legal status and can incur liabilities.
9. If a Company is struck off, our fees for the Company Services provided will still be due.
10. If a Company is transferred away from us, transfer fees will be charged.
11. License fees are based on exchange rates and are not guaranteed and may be subject to exchange rate fluctuation and therefore increased fees.
12. Once any license fee is overdue, the Company is no longer in good standing, its status is 'inactive' at the Registry and it will not be possible to complete filing or obtain legal documentation for the Company.

C. Additional terms relating to termination or expiry of Company Services

1. We do not accept any liability should the Company be struck off and/or removed from the Register following the cancellation or the expiry of the Services you are agreeing to take under this Agreement should the Company fail to meet statutory requirements.
2. We do not accept any liability for the failure to file statutory or other documentation or any fines, penalties or similar should the Company or its officers fail to meet statutory requirements.

3. For renewable services including but not limited to Annual Fees, subscriptions, Registered Office and Registered Agents services, if payment for renewal has not been received on or before the prescribed renewal date: (i) you will be deemed irrevocably to have authorised us to charge additional administration fees; and (ii) we do not accept any liability should the Company incur additional fees or penalties or be struck off and/or removed from the Register following the cancellation or the expiry of the Services should the Company fail to meet statutory requirements following our actions to file the requisite forms to notify the termination of such Services.

D. Additional terms relating to Registered Office services

1. If we provide Registered Office services as part of the Company Services, you agree not to use or advertise the Address Provider address as a trading address. The service offered by the Address Provider is a Registered Office correspondence address only. No finance agreements, mobile phone contracts or any other such agreements can be completed using the Address Provider address.
2. You agree not to carry on any business activities which could be construed or interpreted by the Address Provider or any other party as illegal, defamatory, immoral or obscene and agree not to use the address for any such purposes.
3. The Address Provider shall not accept parcels, packages or couriered goods unless notified and agreed with the Address Provider in advance. Additional charges may apply.
4. The Address Provider will cooperate with any data requests received from any official body or agent for the performance of a task carried out in the public interest, in line with the Data Protection Legislation requirements.
5. You will fully indemnify the Address Provider against any expenses, costs, claims, damages or penalties incurred by the Address Provider in connection with this Agreement howsoever occasioned including through defamation, suing or being sued as a result of the breach whatsoever and howsoever committed by you or any third parties.
6. When you purchase an address service from an Address Provider, you are authorising us to receive, sort and forward mail on your behalf. We shall not be responsible for any losses incurred due to any act, omission, neglect, or delay by the Address Provider, or its employees, in the process of receiving, sorting and forwarding mail on your behalf.
7. If payment for renewal of a Registered Office service has not been received on or before the prescribed renewal date or you elect not to renew the service, you will be deemed irrevocably to have authorised us (and to have irrevocably consented to our so doing) to change the Registered Office of the Company, with immediate effect, to your residential address or to such other address previously notified to us by you for this purpose. This new address information may be registered with Companies House or other Registries and may be displayed on public record.
8. If payment for renewal of the Director/Member or other Service Address service has not been received on or before the prescribed renewal date or you elect not to renew the service you will be deemed irrevocably to have authorised us (and to have irrevocably consented to our so doing) to change the Service Address, with immediate effect, to your residential address or to such other address previously notified to us by you for this purpose. This new address information may be registered with Companies House or other Registries and may be displayed on public record.