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# TRANSACT TRANSMISSION AGREEMENT

THIS AGREEMENT is between the Firm transmitting an order and identified in form A006 or form TP001 (**Transmitting Firm**) and Integrated Financial Arrangements Ltd incorporated and registered in England and Wales with company number 03727592 whose registered office is at 29 Clement's Lane, London, EC4N 7AE (**Receiving Firm**).

IT IS AGREED as follows:

## 1. Definitions

**"Competent Authority"** has the meaning given to it in Article 2(1)(26) of Directive 2014/65/EU.

**"Execution"** has the meaning given to it in Article 3 of the Commission Delegated Regulation (EU) 2017/590 of 28 July 2016.

**"Relevant Data"** means, with respect to a Relevant Transaction, the information required under Article 4(2) of the Commission Delegated Regulation (EU) 2017/590 of 28 July 2016, and any other information required by the Receiving Firm in order to comply with the Reporting Obligation.

**"Relevant Transaction"** has the meaning given to it in Article 2 of the Commission Delegated Regulation (EU) 2017/590 of 28 July 2016.

**"Reporting Deadline"** means the deadline for reporting the Relevant Transaction as specified in Article 26 of Regulation 600/2014 (EU).

**"Reporting Obligation"** means the obligation to report details of Relevant Transactions in accordance with Article 26 of Regulation 600/2014 (EU).

**"Approved Reporting Mechanism"** means a third party appointed by the Receiving Firm to submit Relevant Data by the Reporting Deadline to a Competent Authority.

## 2. Transaction Reporting

- (a) The Transmitting Firm is subject to the Reporting Obligation and remains solely responsible and liable for (i) submission of all data subject to the Reporting Obligation; and (ii) compliance with the Transmitting Firm's Reporting Obligation generally.
- (b) Under Article 4(1) of the Commission Delegated Regulation (EU) 2017/590 of 28 July 2016, the Transmitting Firm may transmit to the Receiving Firm the Relevant Data to allow the Receiving Firm to undertake reporting of a Relevant Transaction.
- (c) In respect of each Relevant Transaction, the Transmitting Firm agrees that the Receiving Firm will carry out the Reporting Obligation and submit the Relevant Data to a Competent Authority by the Reporting Deadline.
- (d) The Transmitting Firm agrees that, where the Receiving Firm already holds Relevant Data relating to a Relevant Transaction, the Receiving Firm will use such Relevant Data to comply with the Reporting Obligation and the Transmitting Firm shall not transmit Relevant Data to the Receiving Firm, unless requested to do so by the Receiving Firm.

- (e) In respect of each Relevant Transaction, the Transmitting Firm represents and warrants to the Receiving Firm that the Relevant Data the Receiving Firm holds, or that the Transmitting Firm provides is, at the time of Execution, true, accurate and complete in every material respect. The Receiving Firm shall make available the Relevant Data to the Transmitting Firm in order for the Transmitting Firm to ensure the accuracy of such data.
- (f) In the event that the Receiving Firm requests that the Transmitting Firm provides Relevant Data, the Transmitting Firm agrees that it will deliver to the Receiving Firm its Relevant Data in time for the Receiving Firm to comply with the Reporting Obligation, and in any event no later than the close of the business day of execution of the Relevant Transaction.
- (g) The Transmitting Firm agrees and acknowledges that if it fails to comply with Section 2(f), the Receiving Firm will be under no obligation to (but may) submit the Relevant Data to a Competent Authority by the Reporting Deadline.
- (h) In respect of each Relevant Transaction, the Receiving Firm will determine in its sole and absolute discretion whether the Reporting Obligation has arisen.
- (i) The Transmitting Firm will not report or arrange the reporting of the Relevant Data to a Competent Authority.

### **3. Correction of Errors**

- (a) If either party becomes aware of any error or omission in any Relevant Data, it will immediately notify the other party and both parties will use reasonable efforts, acting in good faith, to resolve such error or omission.

### **4. Use of Approved Reporting Mechanism**

- (a) The parties agree that the Receiving Firm may utilise the services of an Approved Reporting Mechanism to facilitate the submission of Relevant Data under this Agreement.

### **5. Transmitting Firm Acknowledgment**

The Transmitting Firm acknowledges and agrees that:

- (a) the Receiving Firm will not be required to provide any services or otherwise perform under this Agreement to the extent that any failure by it to provide services or otherwise perform is due to a breach of this Agreement by, or other act or omission of, the Transmitting Firm, any Competent Authority or any Approved Reporting Mechanism;
- (b) the service the Receiving Firm provides under this Agreement, remains at all times subject to change as a result of further regulatory developments and guidance; and
- (c) the Receiving Firm's use of the Relevant Data that it holds is sufficient to comply with the Reporting Obligation, without requiring the Transmitting Firm to transmit the Relevant Data.

## 6. Liability

- (a) The Receiving Firm shall not be required to do anything which is contrary to or inconsistent with the operating procedures of any Approved Reporting Mechanism or any Competent Authority or is contrary to any law, rule or regulation.
- (b) Where the Receiving Firm assumes the Reporting Obligation it will be responsible to the Competent Authority for the completion of the Reporting Obligation. The Transmitting Firm's responsibility will be the timely and accurate transmission of Relevant Data, if required by the Receiving Firm. The Receiving Firm and the directors, officers, employees, contractors and agents of the Receiving Firm shall not have any liability to the Transmitting Firm (or any person claiming under or through it) whether in contract, tort (including negligence), breach of statutory or regulatory duty or otherwise.
- (c) Nothing in this Agreement will exclude or limit any liability which may not be excluded or limited under applicable law or regulation.

## 7. Confidentiality and Data Protection

- (a) Each party hereby agrees to the disclosure of Relevant Data to the extent required by the Reporting Obligation and any applicable supporting law, rule or regulation. Each party acknowledges that disclosures made pursuant to this provision may include, without limitation, the disclosure of trade information including a party's identity (by name, identifier or otherwise) to any Competent Authority or Approved Reporting Mechanism.
- (b) The Transmitting Party shall, in respect of Relevant Data and the Reporting Obligation, ensure that transmission of Relevant Data to the Receiving Party and onward transmission by the Receiving Party to an Approved Reporting Mechanism and Competent Authority is compliant with the Data Protection Act 1998 (as amended or re-enacted) and that the Transmitting Party's privacy notices are clear and provide sufficient information to individuals for them to understand what Relevant Data is shared with the Receiving Party, Approved Reporting Mechanism and Competent Authority under the Reporting Obligation.

## 8. Amendment and Termination

- (a) The Receiving Firm may, by written notice to the Transmitting Firm, amend this Agreement to accommodate any change in law, rule, regulation or operational requirement.
- (b) Either party may terminate this Agreement by giving thirty (30) days written notice to the other party's registered address. Such termination will be effective at the expiry of the notice period.
- (c) The provisions of Sections 6 (*Liability*), 7 (*Confidentiality and Data Protection*) and 9 (*Miscellaneous*) shall survive the expiration or termination of this Agreement.

## 9. Miscellaneous

- (a) **Consideration.** Each party hereby agrees and acknowledges that it is entering into this Agreement in consideration of the mutual representations, warranties and covenants contained in this Agreement and other good and valuable consideration.
- (b) **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to its subject matter and supersedes all oral communication and prior writings with respect thereto. Each of the parties acknowledges that in entering into this Agreement it has not relied on any oral or written representation, warranty or other assurance.
- (c) **Partial Invalidity.** If, at any time, any term of this Agreement is or becomes illegal, invalid or unenforceable this will not affect the legality, validity or enforceability of any other term of this Agreement.
- (d) **No Waiver of Rights.** A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege.
- (e) **Third Party Rights.** A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act.
- (f) **Force Majeure.** If the Receiving Firm is prevented, hindered or delayed from or in performing any of its obligations under this Agreement as a result of reasons outside of the Receiving Firm's reasonable control (including, but not limited to, any natural, systems, facilities, technological, political or other cause and whether in respect of a Competent Authority, Approved Reporting Mechanism, Receiving Firm, third party or otherwise), such obligation(s) shall be suspended for so long as that event continues.
- (g) **Transfer.** Neither party may transfer or assign any interest or obligation in respect of this Agreement without the prior written consent of the other party.

## 10. Governing Law and Jurisdiction

This Agreement and any non-contractual obligations arising out of or in connection with it are governed by the laws of England and Wales. Each party irrevocably agrees to the exclusive jurisdiction of the English courts.

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