

Terms and Conditions

Transact Third Party

1. Definitions

In these Transact Third Party Terms and Conditions the singular shall include the plural and vice versa, and the following terms shall have the meanings respectively ascribed to them. References to any legislation include any amendment or subordinate legislation enacted pursuant to it or any consolidation or replacement of it. References to any government or regulatory body shall be to that body and to any successor bodies or organisations from time to time of that body. References to clauses are to clauses of these Transact Third Party Terms and Conditions unless otherwise expressly stated herein.

Act The Financial Services and Markets Act 2000

Adviser An FCA authorised financial adviser firm registered with us and appointed by a Client to provide intermediary services with regard to a Client's Portfolio

Cash Money held in Client's Portfolio

Client A Person who has an open Portfolio with us

Data Protection Legislation The General Data Protection Regulation (EU) 2016/679 and the Data Protection Act 2018

Discretionary Investment Manager or DIM An FCA authorised investment management firm that has been appointed by a Client or a Client's Adviser (acting as their agent), to manage and make Investment decisions in relation to that Client's Portfolio or a Wrapper therein

FCA	Financial Conduct Authority
Instruction	A direction a DIM gives us (whether on a one-off basis or by uploading and rebalancing a template on Transact Online) to undertake transactions in Investments held in a Client's Nominated Wrappers. For the avoidance of doubt, Instructions cannot be given by Template Managers
Investment	Any asset, excluding cash, which is held in a Client's Portfolio
Nominated Wrappers	The Wrappers specified by a Client or their Adviser to which a DIM is to be appointed
Password	The Password issued by us to you for access to Transact Online
Payments	The monies a Client or their Adviser authorises us to pay to a DIM, by way of deduction from such of the Client's Wrappers as is permissible, or required by applicable law or regulation.
Person	Any real or legal Person, including a company, partnership, joint venture, association, corporation or other body corporate or trust
Personal Data	As defined in the Data Protection Legislation
Portfolio	All of the Wrappers held by a Client pursuant to the Terms and Conditions for the Transact Wrap Service
PRA	Prudential Regulation Authority
Transact or Transact Service	The Transact wrap service owned and operated by us, which is accessible via Transact Online
Transact Online	The Transact website at www.transact-online.co.uk
Transact Adviser Terms and Conditions	The terms and conditions document setting out an Adviser's relationship with us together with all notices, forms and any other agreements between the Adviser and us
Terms and Conditions for the Transact Wrap Service	The terms and conditions upon which we provide services to our Clients entitled "Terms and Conditions for the Transact Wrap Service (incorporating a General Investment Account)"
we, our and us	Integrated Financial Arrangements Ltd for itself and for each member of its group of companies
you and your	The firm named in Part 2 of the Transact Third Party Registration form
Your Agreement	The agreement a DIM has with a Client, or with their Adviser as the Client's agent, to manage Investments in that Client's Nominated Wrappers
Wrapper	A tax or other legal structure which we make available and in which we hold Investments on behalf of a Client

2. Introduction

- 2.1. These Transact Third Party Terms and Conditions, our Third Party Registration form and any associated forms and notices sent by us to you constitute a legally binding agreement between you and us. The Transact Third Party Terms and Conditions govern your relationship with us.

If you are a DIM, once we have received your completed application and a valid appointment by each Client you manage Investments for you will be able to access Transact Online to establish and maintain model portfolios/templates, see Clients' Personal Data, give us Instructions and receive Payments. Accordingly, all sections of these Transact Third Party Terms and Conditions apply to your relationship with us.

- 2.2. These Transact Third Party Terms and Conditions do not govern the relationship between us and our Clients. That relationship is governed by the Terms and Conditions for the Transact Wrap Service.
- 2.3. These Transact Third Party Terms and Conditions do not govern the relationship between you and our Clients or their Adviser as their agent. This is governed by Your Agreement.
- 2.4. These Transact Third Party Terms and Conditions do not govern the relationship between us and an Adviser. That relationship is governed by the Transact Adviser Terms and Conditions.
- 2.5. These Transact Third Party Terms and Conditions will continue to apply for as long as you remain an authorised Third Party for any Client using the Transact Service and while we continue to be authorised to make Payments to you. You must inform us as soon as is practically possible, and in any event no later than 48 hours after you are aware if you are made aware that you are no longer an authorised DIM for any Client in accordance with clause 3.4(2). In any case, we reserve the right to suspend or withdraw your access to Transact Online and the Transact service at any time for any reason including, but not limited to, where we have any reason to doubt you are an FCA authorised DIM or if we are instructed to do so by a Client or their Adviser in accordance with clause 3.2(3).
- 2.6. We may delegate any of our obligations under these Terms and Conditions (subject to any statutory or regulatory limitations). We will exercise due skill, care and diligence in the selection of any such third party to whom we delegate our obligations and in our continued monitoring of any such third party to ensure compliance with these obligations.
- 2.7. We are an execution only service and we are not authorised to (nor do we) manage Investments, make Investment decisions, make recommendations or give advice to anyone about the merits or relative suitability of any transactions, Wrappers, Portfolios, the Transact service, any other Person providing services to a Client (including, but not limited to, an Adviser or a Third Party), or opine on an Investment's suitability for a particular Nominated Wrapper or Client.
- 2.8. We operate a telephone recording system and calls may be recorded. To ensure the accuracy of the information you receive your call may be monitored and the recording may be used for training purposes or to improve our services. You hereby consent to the recording of your calls and you hereby represent and undertake that you have procured, for our benefit, the consent of your employees and any other Person you authorise to call us on your behalf to the recording of their calls prior to requesting that we grant them access as your Investment decision makers or otherwise under these Terms and Conditions. We will retain copies of recordings for at least seven years and as long as is required by regulation and will make these available to you upon request.
- 2.9. Nothing in these Transact Third Party Terms and Conditions shall act to create any partnership or agency relationship between you and/or anyone acting as your agent and us. However, you acknowledge that anyone acting as your agent who provides us with any Instruction on a Client's Portfolio with or through us or any company in the IntegraFin Holdings plc group of companies does so subject to the provisions of these Terms and Conditions and therefore acts solely as your agent at all times.

3. Access to Transact Online and DIM authorisation

- 3.1. We will register you on Transact Online once we have carried out any relevant regulatory authority register checks and we have received a completed application form from you alongside your authorised signatory list.
- 3.2. If your use of Transact Online is identified as posing a risk to the security or stability of our system we reserve the right to suspend your access until such time as we, at our absolute discretion, can be certain that the risk has been mitigated.
- 3.3. You shall notify us as soon as is practically possible, and in any event no later than 48 hours after discovery, of any security incident that threatens the confidentiality, integrity or availability of the Transact Service or information that is stored and processed on our system. Should you fail to do so you will indemnify us against all costs, claims, expenses and/or liabilities suffered by us arising from any consequential damage or intrusion to our system.
- 3.4. Whilst you are appointed to act in relation to a Client's Portfolio:
 - (1) You will have authority to give us Instructions in respect of a Client's Nominated Wrappers only once we are in receipt of a valid appointment from the Client or their Adviser.
 - (2) You must inform us as soon as is practically possible, and in any event no later than 48 hours after you are made aware, if you are no longer authorised to give us Instructions in respect of one or all of a Client's Nominated Wrappers. Subject to clause 3.4(3), these Transact Terms and Conditions will terminate immediately as a result of you so notifying us and you will no longer have access to any of that Client's Nominated Wrappers.
 - (3) If we are notified by a Client that they have terminated their agreement with their Adviser, then this will result in the termination of your access to that Client's Nominated Wrappers in line with clause 3.4(2). Upon notification of the death of or loss of mental capacity of a Client (subject to the terms of any relevant power of attorney or court order) we will terminate your access to that Client's Nominated Wrappers in line with clause 3.4(2).
 - (4) If you, a Client or their Adviser notify us that you are no longer authorised to give us Instructions in relation to a Nominated Wrapper we will amend our records to reflect this. These Terms and Conditions will continue in force in relation to any other Nominated Wrapper in that Client's Portfolio for which you continue to be authorised to give us Instructions. If the notification from you, a Client or their Adviser is to instruct us that you are no longer authorised to give us Instructions in relation to any of that Client's Nominated Wrappers then your access to Transact Online and these Terms and Conditions will terminate in relation to that Client. Furthermore, if a Client has more than one Portfolio we shall be entitled to assume that, unless it is stated otherwise:
 - i the termination of appointment relates to all Nominated Wrappers held within all their Portfolios;
 - ii any and all other appointments or authorisations in relation to their Portfolios including, but not limited to, the appointment of their Adviser will continue to remain in force.
- 3.5. In respect of giving us Instructions in relation to a Client's Nominated Wrappers:
 - (1) You represent and undertake that, on each occasion we receive an Instruction from you, you have a valid authority enabling you to give us that Instruction;

For the avoidance of doubt these Terms and Conditions shall remain in force in relation to any Client for whom you remain authorised and will not terminate absolutely under this clause until such time as you are no longer authorised to act for any Client.

- (2) Where you have a current authority to do so, you may give us Instructions in relation to a Client's Nominated Wrappers. We may, at our absolute discretion, require any Instructions to be issued in writing and should this be the case you must provide the same before these Instructions will be accepted by us;
 - (3) You agree that all Instructions you give us will be given by persons named on your current authorised signatory list that you have provided to us. It is your responsibility to inform us of any changes to your authorised signatory list in writing (via Transact Online or by letter);
 - (4) You warrant that you have procured from each Client's Adviser a representation that an assessment as to suitability and, where applicable, appropriateness has been carried out as required by the rules and regulations of the FCA from time to time on each occasion that we receive a purchase Instruction from you in respect of your Client.
 - (5) Notwithstanding the foregoing you are prohibited from giving any Instructions if, at the time in question, you are situated in the USA and you agree that neither you nor anyone acting as your agent will give us any Instruction when located in the USA.
- 3.6. We may refuse to carry out any Instructions from you for any reason whatsoever at any time including, but not limited to, in circumstances where we consider that you are not authorised to give us Instructions for the purposes of these Terms and Conditions. This could be for any of the below reasons, although this list is not intended to be exhaustive:
- (1) These Transact Third Party Terms and Conditions having been terminated under clause 7.4 or for any other reason;
 - (2) Our being unable to ascertain your authority to give us Instructions;
 - (3) Our having been made aware that you, a Client or their Adviser has terminated your agreement; or
 - (4) A Client has otherwise revoked your authority to give us Instructions.

Where the above provisions apply, you are prohibited immediately from accessing any information about the relevant Client or from accessing Transact Online in relation to that Client.

- 3.7. You undertake to indemnify us against any and all costs, claims, demands, losses, expenses or liabilities suffered by us arising from you or anyone acting as your agent accessing any Personal Data in contravention of the above clause 3.6.
- 3.8. We will process any Instruction in line with clause 4.4 of the Terms and Conditions for the Transact Wrap Service and our Order Execution Policy.

4. Registering with Transact

- 4.1. By registering with us you are representing and warranting to us (such representation and warranty to be deemed to be repeated on each occasion you send us an Instruction) that you are authorised to the full extent necessary to provide services in relation to a Client's Nominated Wrappers pursuant to Your Agreement and these Transact Third Party Terms and Conditions.
- 4.2. Once we have received your completed application (and undertaken satisfactory regulatory authority checks) we will set you up on Transact Online and confirm this to you. This confirmation will include your Transact access number. Under separate cover we will send you your Password. Unless and until you receive this confirmation from us the agreement constituted by these Transact Third Party Terms and Conditions and associated forms and notices shall have no force or effect.
- 4.3. Your Password and Transact access number will be required in order to view a Client's Personal Data or for you to give us Instructions in relation to a Client's Nominated Wrappers.

- 4.4. You are prohibited from allowing any third party access to your Password. You must notify us immediately if you believe that a third party may have obtained access to, or knowledge of, your Password and we will deactivate it and issue a new Password to you. Unless we have been advised by you that the security of a Password has been compromised prior to its use, every time a Password is used to access Transact Online we shall be entitled to treat all transactions undertaken using that Password as originating from you and you hereby indemnify us and shall keep us indemnified against all and any costs, claims, demands, losses, expenses or liabilities suffered by or brought against us for or as a result of our acting on this basis.
- 4.5. We may from time to time request the submission of additional documentation in order to facilitate the relationship between us.

5. Payments

5.1. Making Payments:

Generally:

- (1) We will facilitate Payments to you by deducting these from the relevant Client's Portfolio.
- (2) In respect of such Payments:
 - i We apply interest on the basis described in clause 3.11 of the Terms and Conditions for the Transact Wrap Service;
 - ii Typically, Payments will be made to you on or around the 17th of each calendar month.

5.2. Power to cease making Payments

We may, at our absolute discretion, refuse to make Payments as set out in clause 5.1 to you in respect of any transaction or Instruction. Circumstances in which we exercise such discretion may include (but are not limited to):

- (1) Where you cease to be authorised under the Act or your authorisation is suspended, modified or under review;
- (2) In respect of a Client's Nominated Wrappers, you are no longer authorised by that Client to give us Instructions;
- (3) If you should go into liquidation or receivership, be placed into administration, or become subject to an arrangement or winding up order;
- (4) Where you have, for any reason, become subject to an investigation under the provisions of the Act or any other legislation or regulation, whether by the FCA, PRA or any other regulatory authority or body; or
- (5) As described in clause 5.3(3).

5.3. Clawback of Payments

- 5.4. Our Clients are given cancellation rights which as a minimum comply with our legal and regulatory obligations in respect of the opening of any Wrapper. You agree that:
- 5.5. Should the Client cancel in the circumstances outlined above you will be required to pay back to us, within 14 days of notification, the amount of any Payments made to you in respect of the cancelled Wrapper or Portfolio.
- 5.6. Should you receive any overpayment you will be obliged to repay those sums to us for the benefit of the affected Client(s) within 14 days of the date of our notifying you of the fact. Should repayment not occur

within this period, we reserve the right to withhold any Payments due to you until such time as the debt is fully repaid.

- 5.7. Please note that any monies which remain outstanding under this clause 5.3 beyond the expiry of the stated repayment period will attract interest at a rate concurrent with the Bank of England base rate plus 5%.

6. Data Protection

- 6.1. We are a registered data controller with the Information Commissioner's Office. We will process and keep information obtained by or given to us in respect of you, associated third parties, your employees, servants, agents, consultants, nominees and your Clients' dealings with us.
- 6.2. For more details about how we use your information and your rights to access and request copies of it, please contact the Data Protection Officer, Integrated Financial Arrangements Ltd, 4th Floor, 2 Gresham Street, London EC2V 7AD or call us on (020) 7608 5300. Alternatively, you can read our privacy notices on our website at <https://www.transact-online.co.uk/important-information/>
- 6.3. You undertake to exercise due care and diligence when dealing with Client Personal Data. Should you become aware of any loss of or unauthorised processing of any Client Personal Data you must inform us immediately. You will indemnify us against any and all costs, claims, demands, losses, expenses or liabilities suffered by or arising from any such loss of or unauthorised processing of Client Personal Data.
- 6.4. To the extent that any data accessed or processed by you on Transact Online, (including by any third party agent you may appoint to process such data), is Personal Data you warrant that you will:
- (1) Process the Personal Data in compliance with Data Protection Legislation;
 - (2) Not transmit such Personal Data to a country or territory outside the European Economic Area without our express written consent;
 - (3) Notify us immediately if you become aware of any unauthorised or unlawful processing, loss of, damage to or destruction of the Personal Data; and
 - (4) Be responsible for any third party you have appointed to process data and ensure they adhere to these provisions.

7. Liability

- (1) In your dealings with us, Clients, their Advisers, or any associated Third Parties any acts and/or omissions of your employees, servants, agents, consultants or nominees shall be deemed to be your own.
- (2) We shall exercise due care and diligence in our dealings with you but, subject to our obligations as an FCA authorised and regulated firm and as otherwise provided in these Terms and Conditions, we shall not be liable nor shall we compensate you or a Client for any costs, claims, demands, losses, expenses or liabilities arising as a result of us doing (or not doing) anything in reliance upon any Instruction given (or which we reasonably believe to be given) by you or anyone acting as your agent. Nor shall we be liable for act or omissions arising from any failure by you to comply with the applicable provisions of the Act, any applicable rules and regulations, or these terms and conditions, save that nothing in this clause 7.1(2) will limit our liability where such loss arises from our negligence, wilful default, fraud or any other liability in respect of which limitation is prevented by law from time to time.
- (3) You agree to release and indemnify us and our subsidiaries, employees, servants, agents and nominees (of ours and our subsidiaries) from and against any and all costs, claims, demands, losses, expenses or liabilities incurred and arising from our acting (or not acting) in reliance upon any Instruction given (or which we reasonably believe to be given) by you (or anyone acting as your agent) in relation to a Client's Nominated Wrappers or in respect of a fraud, negligence or other misuse of a Client's Nominated

Wrappers or Portfolios or any part thereof by you (a 'Loss'), save where you have provided us with a clear and unambiguous Instruction and the Loss arises because of an error on our part in carrying out that Instruction.

- (4) Except as provided in clauses 7(2) and 7(3), neither you nor we will be liable to the other in contract, tort (including negligence), or otherwise for any indirect or consequential loss or damage, however arising (including, but not limited to, indirect economic loss, loss of business, loss of data, loss of profits and third party claims), whether or not that loss or damage was foreseeable.
- (5) Mistakes and limits of compensation
 - a. You warrant and represent that you will take all reasonable steps to ensure that any Instruction you issue to Transact that is intended to reflect an Instruction to you from your Client has in fact been given to you by your Client rather than someone impersonating your Client.
 - b. Your action or inaction in this regard may result in your Client suffering loss, especially if we are not notified of a mistake or omission within the time limit prescribed in the Terms and Conditions for the Transact Wrap Service by you or your Client.
 - c. Our liability in relation to your Client suffering any loss as a result of a mistake or omission on our part is limited to the extent set out in the Terms and Conditions for the Transact Wrap Service.
 - d. For the avoidance of doubt, the limitation of liability provisions referred to above apply in relation to all Instructions including, without limitation, Instructions relating to executing trades, opening new Wrappers, funding Wrappers, carrying out transfers and the setting or changing of payment rates.
 - e. If any error on our part results in a loss to you (for example if we have not correctly set up or changed a DIM Fee rate) we will not be liable to make any payment to you in respect of that error. If an error on our part results in you not being paid the right amount by your Client, your right of recovery is against your Client. We will take reasonable steps to assist you with recovering such debts.

8. Regulation and further assurance

You understand and agree that:

- (1) You will provide us, promptly, with all information and documents we reasonably request to enable us to comply with our regulatory obligations; and
- (2) If we provide you with information, tools and/or services designed to assist you to comply with your regulatory obligations or undertake regulated activities we do not guarantee that such information, tools and/or services will ensure compliance with those obligations or may be relied upon in relation to conducting your regulated activities. Further, we accept no liability in relation to the information, tools and/or services provided by us to you or for your reliance upon the same.

9. Terms and Conditions for the Transact Wrap Service

In accordance with the Terms and Conditions for the Transact Wrap Service we reserve the right to sell or transfer any Investment allocated to any Wrappers within a Client's Portfolio if we consider:

- (1) The holding of that Investment to be prejudicial to the operation of the Portfolio;
- (2) The holding of that Investment affects the tax or regulatory status or integrity of any particular Wrapper; or
- (3) It is necessary to restore the minimum cash balance requirement of 2% of the value of any given Wrapper.

If and to the extent that these Terms and Conditions or the Terms and Conditions for the Transact Wrap Service conflict with Your Agreement, these Terms and Conditions and/or the Terms and Conditions for the Transact Wrap Service (as appropriate) shall prevail.

10. Termination

These Terms and Conditions may be terminated in whole or in part immediately in the following circumstances:

- (1) In accordance with clauses 2.5, 3.4(2) or 3.4(3);
- (2) By us, if any of the circumstances in clause 5.2 arise and we have provided you with written notice;
- (3) By you, when you provide us with written notice either by letter or by secure email (via Transact Online); or

Without affecting any other right or remedy available to us, we may terminate this agreement with immediate effect by giving written notice to you if:

- (4) You commit a material breach of any other term of this agreement and (if such breach is remediable) fail to remedy that breach within a period of 30 days after being notified to do so;
- (5) You repeatedly breach any of the terms of this agreement in such a manner as to reasonably justify the opinion that your conduct is inconsistent with you having the intention or ability to give effect to the terms of this agreement;
- (6) You become subject to any regulatory restrictions or sanctions;
- (7) A petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with your winding up (you being a company, limited liability partnership or partnership);
- (8) An application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given, or an administrator is appointed, over you (being a company, partnership or limited liability partnership)
- (9) Any person becomes entitled to appoint a receiver over all or any of your assets or a receiver is appointed over all or any of your assets;
- (10) A creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of your assets and such attachment or process is not discharged within 14 days;
- (11) Any warranty given by you in any part of this agreement is found to be untrue or misleading;
- (12) Any event occurs, or proceeding is taken, in any jurisdiction to which you are subject that has an effect equivalent or similar to any of the events mentioned in the preceding subclauses of this clause 10;
- (13) Without affecting any other right or remedy available to it, we may terminate this agreement on giving not less than 1 months' written notice to you.

11. Powers of Attorney and DIMs

Where any Client lacking mental capacity has a Lasting Power of Attorney (LPA) or Enduring Power of Attorney (EPA) in place you confirm you have ensured yourself or through the Client's Adviser that the Client has included or inserted the appropriate authorisation provisions in the relevant section of the LPA or that the Client or their Attorney (under the EPA or LPA) has obtained the consent of the Court of Protection in order to allow the use of a new DIM or continued use of any DIM appointed to manage the Client's Portfolio or any part of it prior to providing us with any Instruction relating to any Nominated Wrappers within that Client's Portfolio. Should you fail to do so you agree to indemnify us against any and all costs, claims, demands, losses, expenses or liabilities suffered by or arising from your submission of any such Instruction.

12. Notices

- (1) Notification of corporate actions and associated election (if sent), will be sent to a Client's Adviser only.
- (2) If you send us a notice, it must be either sent or handed to us at our registered office or sent to an email address we have previously communicated to you. In either case, any such notice must be addressed to "The Directors". Notices we send you will be valid if sent to you either at your most recent address on our records, your head office address or to the address of any agent you have notified us you have appointed.

13. Variation

We reserve the right to vary unilaterally these Transact Third Party Terms and Conditions at any time, whether to account for legal or regulatory changes or for any commercial or other purpose. The updated document will be made available via Transact Online. If you object to any changes so made you will be able to terminate these Transact Third Party Terms and Conditions within 30 days of the updated document being made available.

14. Governing Law and Jurisdiction

- (1) These Terms and Conditions shall be governed by and construed in accordance with English law.
- (2) You and we irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with these Terms and Conditions, and irrevocably waive any objection which we or you (as the case may be) may have now or hereafter to the laying of the venue of any proceedings in any such court and any claim that any such proceedings have been brought in an inconvenient forum, and further each of you and us irrevocably agrees that a judgment in any proceedings brought in the English courts shall be conclusive and binding, and may be enforced in the courts of any other jurisdiction.
- (3) If either of you or us is not incorporated within England and Wales, Scotland or Northern Ireland and/or does not have, or ceases to have, a permanent place of business within England and Wales or Scotland, it shall immediately irrevocably appoint an agent to accept service of process on its behalf within England and Wales, Scotland or Northern Ireland and notify us of such appointment in writing.

15. Unenforceability

If any provision of these Terms and Conditions or the terms and conditions of a particular Wrapper is held by any court or tribunal or by a relevant regulatory authority to be unenforceable, you and we shall each in good faith consult with each other to agree an alternative provision which is compatible with the law and/or regulation and which achieves a result as similar as possible to the result which would have been achieved by the unenforceable provision.

16. Anti-Bribery

You warrant that you shall:

- (1) 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;
- (2) 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;
- (3) Establish, maintain and enforce your own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010;
- (4) Notify us as soon as is practically possible, and in any event no later than 48 hours after you become aware of any breach of the proceeding clauses 16(1) or 16(2) or if you have reason to believe that you have received a request or demand for any undue financial or other advantage;

- (5) Immediately notify us if a foreign public official becomes an officer or employee of yours and you warrant that you have no foreign public officials as officers or employees at the date at which you register with us.

17. Anti-slavery

In providing a service to Clients under the terms of this agreement, you shall:

- (1) Comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015;
- (2) Not engage in 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 England and Wales;
- (3) Notify us as soon as you become aware of any actual or suspected breach of the above clauses 17(1) or 17(2)
- (4) Maintain a complete set of records to trace the supply chain of all services provided in connection with this agreement and permit us or our third party representatives to inspect your premises, records, and to meet the Supplier's personnel to audit the Supplier's compliance with its obligations under this clause 17;
- (5) You represent and warrant that you have not been convicted of any offence involving slavery or human trafficking or been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery or human trafficking.

18. Governing Law and Jurisdiction

- (1) These Terms and Conditions shall be governed by and construed in accordance with English law.
- (2) Both parties irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with these Terms and Conditions, and irrevocably waive any objection to the laying of the venue of any proceedings in any such court and any claim that any such proceedings have been brought in an inconvenient forum, and further irrevocably agree that a judgment in any proceedings brought in the English courts shall be conclusive and binding, and may be enforced in the courts of any other jurisdiction.



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