

Bankhall Terms and Conditions

(Effective 17 April 2025)

1. Agreement

- 1.1. The definitions and rules of interpretation set out in Schedule 1 will apply to this Agreement.
- 1.2. These Terms and Conditions, along with the Schedules that are applicable to the Services that the Firm has purchased, outline the terms under which Bankhall will deliver the Services specified in the Work Order to the Firm identified therein.
- 1.3. The agreement between Bankhall and the Firm is made up of the following:
 - 1.3.1. the Work Order;
 - 1.3.2. the applicable Schedules; and
 - 1.3.3. the Terms and Conditions.(together, this “**Agreement**”)
- 1.4. In the event of any conflict or inconsistency between the elements of the Agreement listed in clause 1.3 above, they shall take precedence in the order listed in clause 1.3 (starting with the highest precedence).
- 1.5. Bankhall reserves the right to amend these Terms and Conditions at any time by publishing the revised version at the website address provided in the Work Order or, if no website address is stated in the Work Order, the website address as advised by Bankhall from time to time. The amended version of the Terms and Conditions will apply to the Agreement from the date that they are stated to be effective. If Bankhall reasonably believes that the changes will materially affect the Services or the obligations of the Firm under the Agreement, Bankhall will also notify the Firm via email or other appropriate means at least thirty (30) days before those changes take effect. The Firm’s continued use of the Services and/or payment of the Charges after the effective date of the revised Terms and Conditions constitutes the Firm’s acceptance of the changes.

2. Commencement and term

- 2.1. This Agreement shall commence on the Commencement Date. Following the Commencement Date, this Agreement shall:
 - 2.1.1. in the case of One-Off Services, continue for the duration of those One-Off Services and then terminate; or
 - 2.1.2. in all other cases, continue for the Initial Term and then renew as described in clause 2.2.
- 2.2. Excluding One-Off Services, at the end of the Initial Term this Agreement shall automatically renew for successive periods of 12 months (each a “**Renewal Term**”). Either party may provide written notice to terminate this Agreement to the other party at least thirty (30) days prior to the expiry of the Initial Term or any Renewal Term.

3. Supply of services

- 3.1. Bankhall shall:

- 3.1.1. perform the Services with reasonable skill and care;
 - 3.1.2. use reasonable endeavours to perform the Services in accordance with the Work Order; and
 - 3.1.3. comply with all applicable laws, statutes, and regulations from time to time in force.
- 3.2. Bankhall shall be entitled to act on instructions or answer queries as part of the Services from all parties employed or engaged by the Firm. In the event the Firm wishes Bankhall to take instructions or answer queries from only certain individuals acting on the Firm's behalf, the Firm shall notify Bankhall of this and provide details of such individuals in writing.
- 3.3. The Firm accepts and acknowledges that Bankhall's ability to provide the Services is conditional upon:
 - 3.3.1. the Firm providing all facts, documentation and other information that is required for Bankhall to provide the Services; and
 - 3.3.2. such information being complete, up-to-date, and accurate.
- 3.4. Service Changes:
 - 3.4.1. Bankhall may amend or withdraw any aspect of the Services upon not less than thirty (30) days' written notice to the Firm (a **"Service Change"**). The Firm shall not be charged for any withdrawn element of the Services following a Service Change, and any ongoing Charges shall be reduced accordingly.
 - 3.4.2. If the Firm has prepaid for an element of the Services that is withdrawn following a Service Change, Bankhall will, upon request from the Firm made within thirty (30) days of Bankhall's notification of the Service Change, refund to the Firm any portion of that prepayment that relates to the period after the Service Change comes into effect.

4. Firm's obligations

- 4.1. The Firm shall:
 - 4.1.1. co-operate with Bankhall to enable Bankhall to provide the Services and comply with all reasonable instructions from Bankhall relating to the Services;
 - 4.1.2. provide, in a timely manner, such information as Bankhall may reasonably require, and ensure that it is accurate in all material respects;
 - 4.1.3. ensure that it has suitable systems and resources to receive the Services (including computer resources);
 - 4.1.4. comply with all applicable laws, statutes, and regulations from time to time in force;
 - 4.1.5. not use the Services except to support its own intermediary business;
 - 4.1.6. not give or transfer Bankhall Materials to any third parties, including intermediaries who are not the Firm's advisers, whether for remuneration or otherwise.
- 4.2. Bankhall may provide the Services to the Firm's appointed representatives or agents in accordance with its reasonable instructions. In such circumstances the Firm shall procure that its appointed representatives or agents comply with this Agreement. For the avoidance of doubt, the Firm shall remain fully responsible for the performance of its appointed representatives' or agents' obligations under this Agreement and shall be liable for any breach of this Agreement by such appointed representatives or agents.

- 4.3. Where Bankhall provides the Services to the Firm remotely, and the Firm is to upload documents and files to a web service as directed by Bankhall, the Firm shall comply with any instructions or procedures communicated to the Firm for use of the web service from time to time.
- 4.4. In the event that Bankhall agrees to access files in the Firm's back-office system in order to provide the Services, the Firm shall ensure that Bankhall has appropriate access and authority to use the system (including but not limited to obtaining all necessary consents from any third parties). The Firm agrees to indemnify Bankhall and members of its Group against any losses, damages, costs (including legal fees) and expenses incurred as a result of their use of such back-office system.
- 4.5. The Firm alone is responsible for providing advice to its customers and for ensuring that its conduct of regulated activities is consistent with the rules and regulations of the regulators. Bankhall does not accept any responsibility for any of the Firm's acts or omissions.

5. Intellectual property

- 5.1. Bankhall and its licensors shall retain ownership of all Bankhall IPRs.
- 5.2. The Firm and its licensors shall retain ownership of all Intellectual Property Rights in the Firm Materials.
- 5.3. Bankhall grants the Firm, or shall procure the direct grant to the Firm of, a fully paid-up, worldwide, non-exclusive, royalty-free, licence to use the Bankhall IPRs for the purpose of receiving and using the Services and the Bankhall Materials in the Firm's business during the term of this Agreement.
- 5.4. The Firm grants Bankhall a fully paid-up, worldwide, non-exclusive, royalty-free, non-transferable licence to copy and modify the Firm Materials for the term of this Agreement for the purpose of providing the Services to the Firm in accordance with this Agreement. Bankhall may also retain extracts from the Firm Materials for a reasonable time after the term of this Agreement for the purposes of keeping business records of the Services and any advice given.
- 5.5. Each party agrees to indemnify the other against any losses, damages, costs (including legal fees) and expenses incurred as a result of any claim that the use of that party's Intellectual Property Rights as authorised under this Agreement infringes the Intellectual Property Rights of a third party ("**IPR Claim**"), provided that the other:
 - 5.5.1. as soon as practical notifies the other in writing of any actual or threatened IPR Claim of which it has notice; and
 - 5.5.2. does not make any admission as to liability or agree to any settlement of or compromise any IPR Claim without the prior written consent of the other, such consent not to be unreasonably withheld or delayed.
- 5.6. The indemnifying party shall, at its request and own expense, be entitled to have the conduct of and/or settle all negotiations and litigation arising from any IPR Claim which relates to its Intellectual Property Rights. At the request and expense of the indemnifying party, the other shall give all reasonable assistance in connection with those negotiations and litigation.

6. Charges

- 6.1. In consideration for the provision of the Services, the Firm shall pay Bankhall the Charges (plus VAT, if applicable) in accordance with this clause 6. Time is of the essence for the payment of Charges.
- 6.2. Bankhall reserves the right to review and increase the Charges for each Renewal Term.
- 6.3. The Firm shall pay the Charges and VAT monthly in advance by direct debit, and to this end has completed the direct debit mandate in the Work Order.
- 6.4. Subject to the remainder of this clause 6.4, the Firm must use the Services on the date or within the period (as applicable) stated in the Work Order. Any Services not used within the time periods set out in the Work Order will be lost, and the Firm shall remain liable to pay for the Services even if it doesn't use them. Bankhall may, at its sole discretion, agree to allow the Firm to postpone the delivery of the Services to a later date or period than that stated in the Work Order. Bankhall will confirm any such agreement in writing, and the Firm must then use the Services on such later date or within such later period. Obligations to pay Charges survive termination of this Agreement.
- 6.5. Any services in addition to the Services stated in the Work Order requested by the Firm and agreed to by Bankhall will be subject to charges in addition to the Charges specified in the Work Order.
- 6.6. The Work Order sets out the VAT applicable to the Services. If the VAT status of any Service changes, Bankhall reserves the right to charge the prevailing rate of VAT applied to that Service by giving written notice to the Firm.
- 6.7. If the Firm fails to make any payment due to Bankhall under this Agreement by the due date for payment, then, without limiting Bankhall's remedies under clause 9:
 - 6.7.1. the Firm shall pay interest on the overdue amount at the rate of 5% per annum above the base rate of the Bank of England from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount; and
 - 6.7.2. Bankhall may suspend all or part of the Services until payment has been made in full.
- 6.8. If Bankhall:
 - 6.8.1. has to review documents before providing the relevant Service and they are particularly complex or belong to a different review category; or
 - 6.8.2. finds that facts and circumstances are particularly complex whilst providing the Services,

Bankhall reserves the right to charge more than the Charges quoted. If Bankhall intends to do this, it shall notify the Firm of the revised Charges before carrying out any Services. If the parties are unable to agree revised Charges, Bankhall will not provide that Services, and this Agreement will terminate.
- 6.9. Charges in respect of any FCA application support services are payable irrespective of whether or not the FCA approves the Firm's application for authorisation.
- 6.10. All amounts due under this Agreement shall be paid by the Firm to Bankhall in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7. Audit

- 7.1. Bankhall acknowledges that the Firm carries out activities that are regulated under the Financial Services and Markets Act 2000. At the Firm's expense and cost, Bankhall will co-operate with the Firm, its auditors (both internal and external) and regulators (including the FCA) and give them reasonable access to premises and deal with them in an open and co-operative way to ensure that the Firm can demonstrate at any time that the Services are being provided in accordance with the terms of this Agreement and that their provision does not threaten the Firm's ability to provide services or affect its regulated status.
- 7.2. The Firm shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt Bankhall. Save as required by any regulator, the Firm shall provide at least 10 Business Days' notice of its intention to conduct an audit. The Firm shall only be entitled to conduct one audit in any twelve-month period, save where the Firm has reasonable grounds to suspect fraud or where an audit is required to fulfil any legally enforceable request by any regulator, in which case there shall be no limit on the number of audits.
- 7.3. Bankhall shall not be required to provide any access to documents, data, or information to the extent that it would place it in breach of an existing third-party confidentiality agreement outside of this Agreement.

8. Liability

- 8.1. To the extent that the Firm has ordered Services described in the Schedules, the provisions regarding liability in those Schedules will also apply.
- 8.2. The Firm acknowledges that Bankhall Materials and Services may not be error free and may contain defects. Any feedback, analysis and/or recommendations provided by Bankhall are opinions based upon Bankhall's knowledge and understanding of the areas to which they relate. They do not constitute an approval and are not to be taken as confirmation that the FCA or FOS will be of the same opinion and/or find any financial promotions, advice, or compliance regimes to which Bankhall's opinions relate, compliant. The Firm will rely on its own expertise and judgement to ensure that the Services and any output from them are suited to its needs and purposes.
- 8.3. Bankhall's liability under this Agreement is exclusively to the Firm and not to any other person or entity. The Firm shall indemnify Bankhall and its Group members, and keep them fully indemnified, against any losses, damages, costs, claims, or expenses incurred by Bankhall (or any Group member) arising directly or indirectly from any claim made by anyone other than the Firm.
- 8.4. Where the Services include an introduction by Bankhall to a third-party for such third-party to provide products or services to the Firm ("**Third-Party Services**"), the provision of those Third-Party Services shall be subject to separate terms and conditions agreed between the Firm and the relevant third-party. Bankhall shall have no liability to the Firm in respect of any Third-Party Services.
- 8.5. If Bankhall's performance of its obligations under this agreement is prevented or delayed by any act or omission of the Firm, its agents, subcontractors, consultants, or employees, Bankhall shall:

- 8.5.1. not be liable for any costs, charges or losses sustained or incurred by the Firm that arise directly or indirectly from such prevention or delay;
 - 8.5.2. be entitled to payment of the Charges despite any such prevention or delay; and
 - 8.5.3. be entitled to recover any additional costs, charges, or losses Bankhall sustains or incurs that arise directly or indirectly from such prevention or delay.
- 8.6. Nothing in this Agreement shall limit or exclude Bankhall's liability:
 - 8.6.1. for death or personal injury caused by its negligence, or the negligence of its personnel, agents, or subcontractors.
 - 8.6.2. for fraud or fraudulent misrepresentation; or
 - 8.6.3. in any other way which is not permitted by applicable law.
- 8.7. Subject to clause 8.6, Bankhall shall not be liable to the Firm, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for:
 - 8.7.1. loss of profits;
 - 8.7.2. loss of sales or business;
 - 8.7.3. loss of agreements or contracts;
 - 8.7.4. loss of anticipated savings;
 - 8.7.5. loss of use or corruption of software, data, or information;
 - 8.7.6. loss of or damage to goodwill;
 - 8.7.7. any indirect or consequential loss; or
 - 8.7.8. any loss or damage resulting from, or arising in connection with, the Third-Party Services.
- 8.8. Subject to clause 8.6, Bankhall's total liability to the Firm, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to 100% (one hundred percent) of the average annual Fee (calculated by reference to the Charges in successive 12-month periods from the Commencement Date) paid by the Firm under this Agreement.
- 8.9. The provisions of this clause 8 shall continue to apply notwithstanding the termination of this Agreement (howsoever arising).

9. Termination

- 9.1. Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:
 - 9.1.1. the other party commits a material breach of any term of this Agreement which is irremediable or (if such breach is remediable) fails to remedy that breach within a period of fourteen (14) days after being notified in writing to do so;
 - 9.1.2. the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent

- restructuring), having a receiver appointed to any of its assets or ceasing to carry on business; or
- 9.1.3. the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.
- 9.2. Bankhall may terminate this Agreement:
 - 9.2.1. with immediate effect upon written notice to the Firm where Bankhall considers that the actions of the Firm in respect of any of the Services may negatively impact or prejudice Bankhall's reputation or the reputation of any company in the Bankhall Group;
 - 9.2.2. with immediate effect upon written notice to the Firm if the Firm breaches or causes Bankhall to breach any applicable laws or regulations, or the Firm becomes subject to any criminal investigations or proceedings;
 - 9.2.3. with immediate effect by giving written notice to the Firm if the Firm fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than fourteen (14) days after being notified in writing to make such payment; or
 - 9.2.4. the Firm's financial position deteriorates to such an extent that, in Bankhall's reasonable opinion, the Firm's capability to adequately fulfil its obligations under this Agreement has been placed in jeopardy.
- 9.3. Where the Services include the FCA application support services and either:
 - 9.3.1. the FCA application is unsuccessful; or
 - 9.3.2. the Firm withdraws its FCA application prior to it receiving FCA authorisation,this Agreement shall terminate with immediate effect and the Charges for Services provided prior to termination shall be payable in accordance with clause 9.4.
- 9.4. On termination of this Agreement for whatever reason:
 - 9.4.1. the Firm is liable to pay the Charges due up to the date of termination. If Bankhall has provided Services and the payment profile of the Charges means that it is yet to be paid those amounts, the Firm shall pay them plus any applicable VAT immediately and in full on termination of this Agreement;
 - 9.4.2. termination of this Agreement shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination;
 - 9.4.3. the Firm's licences and rights to use Bankhall Materials will cease. After termination of this Agreement, the Firm is not allowed to hold or use any Bankhall Materials save that it may continue to store Bankhall Materials solely for the purpose of demonstrating compliance with the requirements of the FCA; and
 - 9.4.4. any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination shall continue in full force and effect.

10. Data Protection

- 10.1. Both the Firm and Bankhall will comply with all applicable requirements of the applicable Data Protection Legislation. This clause 10 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the requirements of Data Protection Legislation.
- 10.2. The parties acknowledge that for the purposes of the Data Protection Legislation, the Firm is the Controller and Bankhall is the Processor. Schedule 3 sets out the scope, nature and purpose of processing by Bankhall, the duration of the processing and the types of Personal Data and categories of Data Subject.
- 10.3. Without prejudice to the generality of clause 10.1, the Firm will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Bankhall and/or lawful collection of the Personal Data by Bankhall on behalf of the Firm for the duration and purposes of this Agreement.
- 10.4. Without prejudice to the generality of clause 10.1, Bankhall, in relation to any Personal Data processed and in connection with the performance by Bankhall of its obligations under this Agreement:
 - 10.4.1. shall process Personal Data in line with the instruction of the Firm unless Bankhall is required by Domestic Law or EU Law to otherwise process that Personal Data. Where Bankhall is relying on Domestic Law or EU Law as the basis for processing Personal Data, Bankhall shall promptly notify the Firm of this before performing the processing required by the Domestic Law or EU Law unless the Domestic Law or EU Law prohibits Bankhall from so notifying the Firm;
 - 10.4.2. shall ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Firm, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures; those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it;
 - 10.4.3. may utilise artificial intelligence or machine learning as part of the Services, in accordance with applicable legislation and data ethics requirements of the regulator;
 - 10.4.4. shall ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
 - 10.4.5. may transfer Personal Data outside of the UK or European Economic Area, under the following conditions:
 - a) Bankhall has provided appropriate safeguards in relation to the transfer, this includes the provision of an International Data Transfer Agreement (IDTA);
 - b) the Data Subject has enforceable rights and effective legal remedies; and

- c) Bankhall complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred;
- 10.4.6. shall assist the Firm and the Data Subjects that are the Firm's customers, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 10.4.7. notify the Firm without undue delay on becoming aware of a Personal Data Breach;
- 10.4.8. at the written direction of the Firm, delete or return Personal Data and copies thereof to the Firm on termination of this Agreement unless required by Domestic Law or EU Law to store the Personal Data; and
- 10.4.9. maintain complete and accurate records and information to demonstrate its compliance with this clause 10.
- 10.5. The Firm will ensure that it has provisions in place to inform the Data Subjects that are its customers of any data transfer envisaged by clause 10.4.5 in its Data Privacy Notice (DPN).
- 10.6. The Firm consents to Bankhall appointing third-party processors of Personal Data under this agreement. Bankhall confirms that it has entered or will enter into a written agreement with the third-party processors, substantially on that third party's standard terms of business or within a separate Data Processing Agreement that will cover the requirements under applicable Data Protection Legislation. As between the Firm and Bankhall, Bankhall shall remain fully liable for all acts or omissions of any third-party processors appointed by it pursuant to this clause.
- 10.7. Bankhall shall:
 - 10.7.1. at the request of the Firm, give the Firm a copy of or access to all or part of the Firm's or its customers' Personal Data in its possession or control in the format and on the media reasonably specified by the Firm;
 - 10.7.2. on termination of this Agreement for any reason, securely delete or destroy or, if directed in writing by the Firm, return and not retain, all or any Personal Data related to this Agreement in its possession or control and certify in writing that it has destroyed the Personal Data within thirty (30) days after it completes the destruction; and
 - 10.7.3. in the event that any law, regulation, or government or regulatory body requires Bankhall to retain any documents or materials that Bankhall would otherwise be required to return or destroy, notify the Firm in writing of that retention requirement, giving details of the documents or materials that it must retain, the legal basis for retention and establishing a specific timeline for destruction once the retention requirement ends.
- 10.8. Bankhall shall promptly notify the Firm of any claim, action, or demand that may give rise to any claims or enforcement action by a regulator under this clause. The Firm shall have sole control of the defence and settlement of any such claim, as the Controller and provided that the Firm shall not settle any claim without Bankhall's prior written consent, which shall not be unreasonably withheld.
- 10.9. Bankhall agrees to provide reasonable cooperation and assistance to the Firm in the defence of any regulatory fines, action, or demand that may give rise to claims under this clause.

10.10. Either party may, on the agreement of both parties, at any time on not less than 30 (thirty) days' notice, revise this clause 10 by replacing it with any applicable Controller to Processor standard clauses or similar terms adopted under the Data Protection Legislation or forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

11. General

11.1. TUPE

11.1.1. The parties agree that on the Commencement Date and/or on termination of this Agreement (whether in whole or in part and howsoever occasioned) they do not believe that any Firm Employees will transfer to Bankhall.

11.1.2. If, by virtue of the TUPE Regulations, the commencement and/or termination of all or any part of this Agreement, for whatever reason, any employment or contract of employment of any of the Firm Employees shall transfer to or have effect (or be alleged to transfer to or have effect) as if originally made between such Firm Employees and Bankhall:

- a) Bankhall shall notify the Firm within 21 days of becoming aware of the transfer or alleged transfer of such Firm Employees' employment or contract of employment and may, within 60 days of so becoming aware issue notice to terminate or procure the termination of such Firm Employees; and
- b) the Firm shall indemnify Bankhall, any member of the Bankhall Group in full and on demand for and against all claims, costs, expenses, losses, demands or liabilities of any nature whatsoever and howsoever arising incurred or suffered by them (whether directly or through an indemnity given to a third party) including without limitation all legal fees and expenses and other professional fees arising out of or in relation to:
 - i. any act or omission of the Firm and/or any of the Firm's agents, subcontractors, suppliers, or associates in respect of any Firm Employee in either case at any time and whether before, on or after the date of transfer of the Firm Employees' employment.
 - ii. any failure by the Firm to comply with the obligations set out in the TUPE Regulations.
 - iii. the termination of the employment of any such Firm Employees under clause 11.1.2a) above; and
 - iv. the cost of salary and other emoluments (including any bonus, tax, and national insurance payments) in relation to any such Firm Employee whose employment is terminated or to be terminated under clause 11.1.2a) above in respect of the period from the date of transfer of the Firm Employees' employment up to such termination of employment.

11.2. Anti-Bribery

11.2.1. Each of Bankhall and the Firm 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**”); and
 - b) have and shall maintain in place its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and will enforce them where appropriate.
- 11.3. **Force majeure** - Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control.
- 11.4. **Non-solicitation of employees** - Without restricting the right of Bankhall’s employees to change employment, if the Firm solicits an employee of Bankhall to join it or commence an engagement with the Firm whilst this Agreement is in force and for six months after its termination, the Firm shall pay Bankhall the cost of employing the said employee for the period of six months prior to his or her cessation of employment with Bankhall.
- 11.5. **Performance** - Bankhall will use its reasonable endeavours to meet any times or dates for performance of its obligations and any dates are given in good faith as a reasonable estimate, but time is not of the essence for the performance of Bankhall’s obligations.
- 11.6. **Business Continuity** - Bankhall shall maintain and update its Business Continuity Plan and provide a copy of that plan and any updates to the Firm promptly upon request. The Business Continuity Plan shall aim to avoid or minimise the impact of any interruption or disruption to the performance of Bankhall’s obligations under this Agreement. Bankhall shall ensure that it is able to implement the provisions of its Business Continuity Plan at any time in accordance with its terms and shall test it on a regular basis (and, in any event, not less than once in every 12-month period).
- 11.7. **Assignment and other dealings**
 - 11.7.1. The Firm shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement without Bankhall’s prior written consent.
 - 11.7.2. Bankhall may at any time assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights under this Agreement.
- 11.8. **Confidentiality**
 - 11.8.1. Each party undertakes that it shall not at any time during this Agreement, and for a period of 3 (three) years after termination, disclose to any person any confidential information concerning the business, affairs, customers, or clients of the other party or of any member of the Group to which the other party belongs, except as permitted by clause 11.8.2.
 - 11.8.2. Each party may disclose the other party's confidential information:
 - a) to its and its Group’s employees, officers, representatives, subcontractors, 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, subcontractors, or advisers to whom it discloses the other party's confidential information comply with this clause 11.8; and

- b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

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

11.9. Entire agreement

11.9.1. This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, statements, and understandings between them, whether written or oral, relating to its subject matter.

11.9.2. Each party agrees that it shall have no remedies in respect of any statement, representation, promise, assurance, or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

11.10. Variation

11.10.1. Save as provided in clause 1.5 above, no variation to the terms of this Agreement may be made unless contained in a written document which has been signed by both parties.

11.11. **Waiver** - A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:

11.11.1. waive that or any other right or remedy; or

11.11.2. prevent or restrict the further exercise of that or any other right or remedy.

11.12. **Severance** - If any provision or part-provision of this Agreement is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

11.13. **Notices** - Notices may be given to Bankhall or to the Firm by being sent to the other party's address by first class post or e-mail (but only to those e-mail addresses notified to the other as belonging to staff senior enough to be bound by them, including directors of either party, partners and proprietors). Each party's address shall be as set out in the Work Order unless otherwise notified in writing to the other party. Each party shall promptly notify any change of address to the other in writing. Any notice posted shall be deemed to have been received at 9am on the second Business Day after posting, and any e-mail shall be deemed to have been received at 9am on the Business Day following the day that it was transmitted to the correct e-mail address.

11.14. **Third party rights** - A person who is not a party to this Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

11.15. **Governing law and Jurisdiction** - This Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive

jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

11.16. **Counterparts** - This Agreement may be executed in any number of counterparts, and by the parties on separate counterparts, but shall not be effective until each party has executed at least one counterpart. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute one and the same instrument.

Schedule 1

Definitions and Interpretation

1. Definitions

1.1. The following terms shall have the following meanings when used in this Agreement:

Agreement	has the meaning given to it in clause 1.3.
Bankhall	Bankhall Support Services Limited, a company registered in England with number 02785381 and having its registered office at Aviva, Wellington Row, York, England, YO90 1WR.
Bankhall IPRs	all Intellectual Property Rights subsisting in the Bankhall Materials excluding any Firm Materials incorporated in them.
Bankhall Materials	all documents, products and materials developed by Bankhall or its agents, subcontractors, and personnel as part of or in relation to the Services in any form, including without limitation computer programs, data, reports, specifications, user and how-to guides, compliance manuals and procedures, money laundering guidelines, fact finds and supplementary questionnaires, terms of business templates and FCA application procedures.
Business Day	a day other than a Saturday, Sunday, or public holiday in England when banks in London are open for business.
Charges	the charges payable by the Firm for the Services as set out in the Work Order.
Commencement Date	the date that this Agreement will commence as specified in the welcome email sent to the Firm by Bankhall following the Firm accepting, and then Bankhall processing, the Work Order or, if no such date is stated in the welcome email, the date of the welcome email itself.
Controller	has the meaning given to it in the Data Protection Legislation.
Data Protection Legislation	(a) to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of Personal Data; or (b) to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Customer or Provider is subject, which relates to the protection of personal data.
Data Subject	has the meaning given to it in the Data Protection Legislation.
Domestic Law	the law of the United Kingdom or a part of the United Kingdom.
EU GDPR	the General Data Protection Regulation ((EU) 2016/679).
EU Law	the law of the European Union or any member state of the European Union.

FCA	the Financial Conduct Authority or any successor regulator to it.
Firm	the entity identified in the Work Order.
Firm Employees	any person employed or engaged by the Firm, any member of its Group, or the Firm's agents, sub-contractors, suppliers, or associates.
Firm Materials	all materials, equipment and tools, drawings, specifications, and data supplied by the Firm to Bankhall.
Group	in respect of any company, that company and any and all group undertakings (as such term is defined in Section 1161 of the Companies Act 2006) from time to time of that company.
Initial Term	the initial term for provision of the Services specified in the Work Order.
Intellectual Property Rights	all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.
IPR Claim	has the meaning given to it in clause 5.5.
One-Off Services	non-recurring Services that are specified in the Work Order as being provided on a one-off basis.
Personal Data	has the meaning given to it in the Data Protection Legislation.
Personal Data Breach	has the meaning given to it in the Data Protection Legislation.
Processor	has the meaning given to it in the Data Protection Legislation.
Renewal Term	has the meaning given to it in clause 2.2.
Services	the services to be provided by Bankhall as specified in the Work Order.
Service Change	has the meaning given to it in clause 3.4.
Terms and Conditions	the terms and conditions set out in this document.
Third-Party Services	has the meaning given to it in clause 8.4.
TUPE Regulations	the Transfer of Undertakings (Protection of Employment) Regulations 2006.
Schedules	the schedules appended to these Terms and Conditions.
UK GDPR	has the meaning given in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.
Work Order	the document (which may be an electronic form or similar) that confirms the details of the Firm, the Charges and the Services as provided by Bankhall to the Firm.

2. Interpretation

- 2.1. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 2.2. A reference to a company includes any company, corporation or other body corporate, wherever and however incorporated or established.
- 2.3. A reference to a holding company or a subsidiary means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006.
- 2.4. A reference to legislation or a legislative provision:
 - 2.4.1. is a reference to it as amended, extended or re-enacted from time to time; and
 - 2.4.2. includes all subordinate legislation made from time to time under that legislation or legislative provision.
- 2.5. Unless and to the extent stated otherwise, a reference to writing or written excludes fax and email.
- 2.6. Any words following the terms including, include, in particular, for example or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

Schedule 2

Online Services

1. Online Services

- 1.1. As part of the Services, Bankhall may provide the Firm with access to online services operated by Bankhall or a third party (together, the “**Online Services**”). The Firm may be issued with a user ID, password and/or other credentials to access the Online Services (a “**User ID**”).
- 1.2. The Firm is responsible for the use it makes of the Online Services by any person using its User IDs (including its agents, subcontractors, consultants, or employees). The Firm is responsible for maintaining the security of all its User IDs and must ensure that they are kept confidential.
- 1.3. Use of the Online Services is limited individuals working for or on behalf of the Firm as notified to Bankhall by the Firm. The Firm shall ensure that each individual user:
 - 1.3.1. keeps their User ID secret and does not share the same with any other person;
 - 1.3.2. only accesses the Online Services on their own behalf and for their own use; and
 - 1.3.3. does not provide copies of the materials made available to him/her via the Online Services to any third party.
- 1.4. In the event that Bankhall has reasonable grounds to suspect that any of the above requirements in paragraphs 1.3.1 to 1.3.3 are not being complied with, Bankhall reserves the right to suspend access to the Online Services for either the Firm in question or specific individuals accessing the Online Services on behalf of that Firm. Such suspension shall be to the extent and for the duration that Bankhall determines is necessary to enable it to carry out a full investigation.
- 1.5. The Firm may, upon reasonable notice to Bankhall, request that any individual licence granted to use the Online Services (or element thereof) be transferred to another individual at their Firm. Bankhall will use commercially reasonable efforts to ensure that such licence transfer takes effect as soon as practicable. Bankhall reserves the right to refuse future licence transfers in the event that it determines, in its sole discretion, that the Firm’s requests are excessive, or that they give Bankhall reasonable grounds to suspect a breach of the terms of this Schedule.
- 1.6. If the Firm knows or suspects that an unauthorised person knows the User ID of any of its users the Firm must promptly notify Bankhall. Bankhall will cancel the compromised User ID and allocate a new one.
- 1.7. The Firm warrants that it will not (and it will procure that its individual users will not):
 - 1.7.1. abuse or fraudulently use the Online Services and any content provided by or on behalf of Bankhall;
 - 1.7.2. attempt to, or obtain alter or destroy the data files, programs, procedures and / or information on the Online Services;
 - 1.7.3. wilfully or negligently create or introduce viruses, worms, Trojan Horses, cancelbots or other destructive or contaminating devices;
 - 1.7.4. carry out invisible processing (including placing cookies, web bugs and other monitoring devices on Bankhall’s computers);

- 1.7.5. tamper with routing or domain name services in order to “spoof” other computer networks;
 - 1.7.6. attempt to gain or gain access to information of other users who have access to the services provided by or on behalf of Bankhall;
 - 1.7.7. post any defamatory or offensive (in Bankhall’s reasonable opinion) materials on the Online Services; or
 - 1.7.8. assist another to perform the acts prohibited by this Schedule
- 1.8. If the Firm is in breach of any of the requirements of this Schedule, Bankhall may terminate or procure the termination of the Firm’s access to the Online Services (or any individual element thereof) on notice in writing to the Firm.

2. Liability

- 2.1. When Bankhall includes materials from third parties on the Online Services or any other website or service it owns or operates, Bankhall cannot guarantee the accuracy, correctness, processing capability, functionality, satisfactory quality, or fitness for purpose of these materials. The Firm agrees that it will exercise its own judgement when reviewing and using such third-party content.

Schedule 3

Processing, Personal Data and Data Subjects

Processing by Bankhall

Scope

Bankhall will process Personal Data as required to fulfil its Agreement with the Firm, ensuring the provision of the Services.

Nature of processing

Data will be transferred to Bankhall and processed in accordance with this Agreement and the Bankhall Data Privacy Notice (DPN).

Purpose of processing

Provision of the Services

Duration of the processing

In line with Agreement timelines, as agreed with Bankhall

Types of Personal Data

- contact information (e.g. name, telephone number, email address and address);
- identity information (e.g. national identity card/number, FCA number, passport, drivers licence and national insurance number);
- bank account details;
- financial status information, including any debts;
- qualification;
- employment history; and
- data about criminal convictions or offences.

Categories of Data Subject

Data of the Firm and the Firm's customers

Data Retention Periods

Retention in case of queries – Bankhall will retain the Firm's Personal Data for as long as Bankhall reasonably considers it necessary to deal with the Firm's queries (e.g. any questions the Firm may have in relation to the Services).

Retention in case of claims – Bankhall will retain the Firm's Personal Data for as long as Bankhall reasonably considers that the Firm might legally bring a claim against Bankhall or any of its Group.

Retention in accordance with legal and regulatory requirements – Bankhall will retain the Firm's Personal Data after Bankhall has ceased providing the Services to the Firm for as long as Bankhall is required/permitted to retain it for based upon Bankhall's legal and regulatory obligations.