

END USER ORGANISATION TERMS AND CONDITIONS FOR USE OF UNIPASS SERVICES

You agree that when Acceptance occurs, that a contract will be created between you and us on the terms set out below (the “**Agreement**”). References to “**we**”, “**our**” and “**us**” are references to Origo Secure Internet Services Limited, a company incorporated in Scotland with company number SC201466 and having its registered office at 7 Lochside View, Edinburgh, EH12 9DH. References to “**you**” and “**your**” are references to the Organisation on behalf of whom Acceptance occurs and in respect of which Individual(s) within the Organisation are applying to use the Unipass Services.

1 TERM

1.1 This Agreement shall commence on the date on which Acceptance occurs and shall continue unless and until terminated in accordance with Clause 7 or otherwise in accordance with law or equity.

2 OUR OBLIGATIONS

2.1 The Unipass Services are operated by us on behalf of the Unipass Community.

2.2 Subject to an Application being accepted by us and the terms of this Agreement, we shall make available as appropriate the Unipass Services to the Individuals within your Organisation, in accordance with the Unipass Rules of Use.

2.3 We shall use reasonable endeavours to:

2.3.1 ensure proper management of users and access control amongst our staff;

2.3.2 procure that a help desk service is available Monday to Friday between the hours of 9am and 5pm (excluding bank holidays in England or Scotland) in connection with enquiries from you related to matters not covered by documentation on our Website (the “**Help Desk**”);

2.3.3 subject to Clauses 2.4 through 2.7 below, procure that the Unipass Services will be available and functioning during our normal working hours.

2.4 We, at our sole discretion, may suspend the Unipass Services to carry out repairs and/or implement system change, provided that we shall aim to minimise the period during which any such activities may be carried out.

2.5 In the event of service failure, we will use reasonable endeavours to try and restore the service as soon as is reasonably possible.

2.6 We operate the Unipass Services from the United Kingdom and the Unipass Services are only available to authorised financial services firms and related third parties based in the United Kingdom. We make no representation that the Unipass Services are appropriate or available for use in other locations outside the United Kingdom or by any other type of business or person. We do not guarantee that the Unipass Services or any of the associated websites such as Origo.com or associated subdomains shall be available 24 hours a day, 7 days a week, 365 days a year. We shall however within a reasonable time (whilst working during 9am to 5pm on weekdays only), following notification that any of the Unipass Services are unavailable generally, use reasonable endeavours to restore the Unipass Services.

2.7 We may update the Unipass Services and change the format of the Unipass Services at any time. We reserve the right to withdraw or amend the Unipass Services or restrict access to the Unipass Services at any time.

2.8 We reserve the right to begin charging or increase charges for use of any of the Unipass Services at any point in the future. We will provide you with reasonable notice and publish our current pricing prior to implementing the change. By continuing to use the Unipass Services, you accept the charges or change in price.

3 YOUR OBLIGATIONS

3.1 You acknowledge and agree that you are becoming a member of the Unipass Community and that in consideration of such membership your Individuals shall each, subject to a successful Application, receive and be entitled to use the Unipass Services, subject to the terms of this Agreement and your Application.

3.2 You shall and shall procure that your Individuals shall only make use of the Unipass Services for your business dealings within the UK financial services industry.

3.3 You shall deploy and operate a Secure System that complies with the Secure System Guidelines in relation to those systems that support the use of and reliance on the Unipass Services.

3.4 You shall ensure that you retain all documentation, records and/or materials (electronic or otherwise) relating to the performance of the contractual obligations by you, your Unipass Controllers and Individuals pursuant to the Unipass Services and make available the same to us upon request.

3.5 You shall notify us forthwith if there are: (i) any changes to the details you give us from time to time (including without limitation if you cease to be a member of an IFA network), (ii) any changes to the Unipass Controllers or Individuals within your Organisation, (iii) any suspected or actual loss, disclosure, unauthorised use of, or unauthorised access to the Unipass Services, or any Unipass Authentication Credentials associated with Individuals, (iv) any unlawful, or dishonest conduct by any Individuals, (v) any breach of the Unipass Rules of Use by your Individuals, (vi) any circumstances which result in (or which you suspect will result in) the operation of a Secure System being compromised, or (vii) on becoming aware of any problem with the Unipass Services or your equipment and/or facilities that is relevant to the performance of the Unipass Services.

3.6 You shall upon reasonable prior notice from us, allow us or our authorised representatives at all reasonable times to have accompanied and reasonable access to your premises for the purpose of inspecting the records, sites, equipment and/or materials used in connection with this Agreement and generally for the purpose of ascertaining that you, your Unipass Controllers and Individuals are complying with their respective contractual obligations pursuant to the Unipass Services and provide us with all reasonable assistance in respect of the same; declaring that we reserve the right to make the results of any such inspection available on our Website.

3.7 You shall only use or rely on Unipass Certificates that are Valid.

3.8 You shall procure that your Individuals and Unipass Controllers, comply in all respects with their respective obligations under the Unipass Rules of Use.

3.9 To enable us to provide the Unipass Services, you shall:

3.9.1 be responsible for accurately entering and maintaining your own standing data and the correct input of transactional data and ensuring the data held on the Unipass Services is up-to-date and accurate;

3.9.2 ensure that you cease to use email to send agency requests to all product providers that are participating in the Unipass Agency Service so that product providers do not receive duplicate requests where applicable;

3.9.3 nominate one or more persons to be the principal contacts and authorised signatories between you and us, and acknowledge responsibility for the binding actions of such persons;

3.9.4 ensure proper management of Individuals and access control amongst your staff to achieve appropriate access to the Unipass Services, including without limitation, up-dating access permissions as required in order to reflect any changes in the status of Individuals;

3.9.5 ensure that all Individuals are properly trained in the use of the Unipass Services prior to use;

3.9.7 prevent any unauthorised use of the Unipass Services by you and Individuals on your staff.

4 DATA PROTECTION

4.1 In this Clause 4, the terms “controller”, “processor”, “personal data” and “processing” shall have the meanings ascribed to them in the Data Protection Legislation.

4.2 Both we and you shall comply with the Data Protection Legislation in relation to any personal data processed on your behalf in connection with this Agreement (“**Protected Data**”).

4.3 We do not process Protected Data in relation to the Unipass Identity Service. However for the purposes of Data Protection Legislation, you are the controller and we are processor in relation to the processing of Protected Data which is required to be carried out in relation to the Unipass Agency Service and ULoA Service. The following provisions shall apply to the processing of such Protected Data.

4.3.1 We shall process the Protected Data only in accordance with the terms of the Agreement, the Data Protection Legislation and any lawful instructions reasonably given by you from time to time.

4.3.2 The scope, nature and purpose of the processing by us is for the provision of the Unipass Agency Service and/or ULoA Service. The type of Protected Data that will be processed in connection with each type of Service is further detailed in Schedule 1 and the duration of the processing is concurrent with the duration of the Agreement.

4.3.3 All individuals involved in the provision of the Unipass Agency Service and/or ULoA Service on our behalf shall be subject to appropriate obligations of confidentiality.

4.3.4 We warrant that the provision of the Unipass Agency Service and ULoA Service includes the implementation of sufficient technical and organisational measures to ensure an appropriate level of security in relation to the processing of Protected Data as required by Data Protection Legislation.

4.3.5 We shall as far as is possible and proportionate in relation to the nature of the processing, implement technical and organisational measures that assist you with your obligations in relation to the exercise of data subject's rights as required by Data Protection Legislation;

4.3.6 We shall notify you without undue delay after becoming aware of any breach of Data Protection Legislation relating to the Protected Data we process in relation to the Unipass Agency Service and/or ULoA Service. Such notification shall:

- (i) include information on the nature of the breach and the data involved;

- (ii) describe the categories and approximate number of individuals concerned and the likely consequences;
- (iii) describe the measures taken or proposed to be taken to address the issue; and
- (iv) provide contact detail for you to obtain more information on the issue.

4.3.7 We shall, at your choice, delete or return all Protected Data to you when the provision of the Unipass Agency Service and/or ULoA Service has been concluded, except where we are required to retain any such Protected Data under any separate legal obligation;

4.3.8 We shall make available to you such information as you may reasonably request in relation to demonstrating compliance with Data Protection Legislation, and at your cost, we shall participate in audits and inspections where reasonably requested by you in relation to the demonstration of such compliance.

4.3.9 You hereby provide your prior, general authorisation for us to:

- (i) appoint processors to process the Protected Data, provided that we:
 - (A) ensure that the terms on which we appoints such processors comply with the Data Protection Legislation, and are consistent with the obligations imposed on us in this clause 4;
 - (B) shall remain responsible for the acts and omission of any such processor as if they were our acts and omissions; and
 - (C) shall inform you of any intended changes concerning the addition or replacement of the processors, thereby giving you the opportunity to object to such changes provided that if you objects to the changes and cannot demonstrate, to the our reasonable satisfaction, that the objection is due to an actual or likely breach of Data Protection Legislation, you shall indemnify us for any losses, damages, costs (including legal fees) and expenses suffered by us in accommodating the objection.
- (ii) We do not anticipate transferring Protected Data outside of the UK. In the event we do so, we shall ensure that all such transfers are effected in accordance with this Clause 4, and therefore you shall promptly comply with any reasonable request from us to enable us to do so.

4.3.10 You shall ensure that you are entitled to transfer the relevant Protected Data to us in relation to the user of the Unipass Agency Service and/or ULoA Service so that we may lawfully use, process and transfer the Protected Data for the purposes of such services in accordance with this Agreement on your behalf.

4.3.11 You shall ensure that the relevant data subjects have been informed of, and have given their consent to, such use, processing, and transfer as required by Data Protection Legislation.

4.3.12 We shall not be responsible for any loss, damage or disclosure of Protected Data caused as a result of your failure to comply with your obligations under this clause 5 or under the Data Protection Legislation.

5 WARRANTIES

5.1 Both we and you warrant that we and you have, and shall continue to have for the duration of this Agreement and for such time after the expiry or termination of this Agreement as is necessary for the

proper performance of obligations under this Agreement, full capacity and authority and all necessary governmental, administrative and regulatory authorisations, licences, permits and consents to enter into and to perform this Agreement.

5.2 We warrant that we shall perform our obligations under this Agreement using reasonable care and skill.

5.3 You warrant that you shall perform your obligations under this Agreement exercising reasonable care and skill.

5.4 We do not warrant that your use of the Unipass Services will be uninterrupted or error-free.

5.5 Without prejudice to Clause 5.1, you warrant you have procured the appropriate permissions and consents from your Unipass Controllers and Individuals to transfer and disclose Protected Data relating to such Unipass Controllers and Individuals to us and for us to use and disclose such Protected Data pursuant to the operation of the Unipass Services.

5.6 You warrant that each Unipass Controller: (i) is an officer, partner, principal, director or employee of your Organisation, and (ii) to the best of your knowledge, information and belief (having made due and careful enquiry) complies with the Trusted Role Requirements.

5.7 You warrant that you shall: (i) only permit Unipass Identity Applications and/or use of the Unipass Services, in each case in respect of persons who are employees, affiliates, contractors, partners, principals, directors or officers of your Organisation and who to the best of your knowledge, information and belief (having made due and careful enquiry) are trustworthy and competent, (ii) you shall formulate and follow adequate personnel and management practices that provide a reasonable assurance of the trustworthiness and competence of Individuals and of the satisfactory performance of their duties, and (iii) provide appropriate training to Individuals to enable them to use the Unipass Services in accordance with this Agreement and the applicable Unipass Rules of Use.

5.8 By giving access to the Unipass Services (including the issuing of a Unipass Identity), we do not warrant the authority of the Individual who is using the Unipass Services to act or enter into transactions on behalf of himself or you (as appropriate) or any other person, and we shall not be liable for any unauthorised acts of such Individual.

5.9 Except as expressly stated in this Clause 5, all warranties and conditions, whether express or implied by statute, common law or otherwise (including, but not limited to, as to fitness for purpose or satisfactory quality) are hereby excluded by us to the extent permitted by law.

5.10 The services we provide to you herein are provided on an "as is" basis.

5.11 You are responsible for compliance with any applicable laws of the country from which you are accessing the Unipass Services and the associated web pages.

6. CONFIDENTIALITY

6.1 In this Clause 6 and elsewhere in the Agreement, the term "Confidential Information" shall mean information which is marked confidential or which ought reasonably to be treated as confidential in whatever form which is disclosed by one party to the other in terms of the Agreement.

6.2 We each undertake: (i) to keep the Confidential Information disclosed to it by the other confidential by employing commercially reasonable precautions, and at least those precautions which it employs to protect its own confidential information, and shall only use such Confidential Information for the purposes for which it was so disclosed or came into its possession under the

Agreement, and (ii) not to disclose any Confidential Information to any third party (other than as specifically stated within this Clause 6 or permitted elsewhere pursuant to this Agreement) without the prior written consent of the other party.

6.3 Nothing in this Clause 6 shall be deemed or construed to prevent either of us from disclosing any Confidential Information obtained from the other party to any employee, agent or sub-contractor engaged by the receiving party who needs to know such Confidential Information in connection with the Agreement provided that the receiving party shall have obtained from the employee, agent or sub-contractor prior to any disclosure a signed confidentiality undertaking on substantially the same terms as are contained in this Clause 6.

6.4 Neither of us shall disclose Confidential Information of the other to any law enforcement official or agency unless such disclosure is required by law, governmental rule or regulation, court order or other regulatory authority, provided that each disclosure permitted pursuant to this Clause 6 shall only be made to the extent properly required.

6.5 Notwithstanding any other provisions of this Clause 6, Confidential Information may be disclosed to third parties as required by the discovery process in civil court proceedings, provided that each disclosure permitted pursuant to this Clause 6.5 shall only be made to the extent properly required.

6.6 You shall be given prompt written notice of the legal compulsion of any such disclosures of Confidential Information by us pursuant to Clauses 6.4 or 6.5 where not expressly prohibited by law and we shall co-operate with you in any attempt to gain a protective order.

6.7 We shall be given prompt written notice of the legal compulsion of any such disclosures of Confidential Information by you pursuant to Clauses 6.4 or 6.5 where not expressly prohibited by law and you shall co-operate with us in any attempt to gain a protective order.

6.9 The provisions of this Clause 6 shall not apply to any information which: (i) is or becomes public knowledge other than by breach of any contract which includes or references this Clause 6; (ii) is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party; (iii) is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; or (iv) is independently developed without access to the Confidential Information.

7 TERMINATION

7.1 This Agreement may be terminated by either you or us serving one (1) months' notice to the other party.

7.2 This Agreement may be terminated by either you or us immediately upon written notice: (i) if the other party commits a material breach of any term of this Agreement, (ii) if the other party convenes a meeting of its creditors, (iii) if in respect of the other party a proposal shall be made for a voluntary arrangement within Part 1 of the Insolvency Act 1986 or a proposal for any other composition scheme or arrangement with (or assignment for the benefit of) its creditors, (iv) if the other party shall be unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, (v) if a trustee, receiver, administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of the other party, (vi) if in respect of the other party a petition is presented (and not discharged within thirty (30) days) or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the other party or for the making of an administration order (otherwise than for the purpose of an amalgamation or reconstruction), (vii) if the other party ceases to carry on business as a going concern, (viii) if the other party ceases to be in

a position to fulfil its obligations under this Agreement, or (ix) if the other party suffers any event in a foreign jurisdiction analogous to or comparable with any of the foregoing.

7.3 We may terminate this Agreement immediately upon written notice and without further liability if any Unipass Controller or any Individual commits a breach of the Unipass Rules of Use.

7.4 In the event that this Agreement is terminated for whatever reason you acknowledge and agree that in the event of such termination, we shall immediately revoke all access to and use of the Unipass Services, in each case pursuant to this Agreement where we reasonably determine at our absolute discretion that it is necessary to do.

7.5 Any termination of this Agreement pursuant to this Clause 7 shall be without prejudice to any other rights or remedies either you or us may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either you or us however and whenever occurring nor the coming into or continuance in force or any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination (including without limitation Clauses 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12) shall survive termination or expiry of this Agreement.

8 LIMITATION OF LIABILITY

8.1 Subject to clause 8.2 below, neither we nor you shall be liable to each other for the following loss and damage (including costs and expenses relating to or arising out of such loss or damage) whether arising from contract, tort (including negligence) or otherwise and whether or not the other party has been advised of the possibility of such loss and damage: (i) any indirect or consequential loss, (ii) loss of revenue, business, profits, interest or anticipated savings, (iii) increased costs of working or work stoppage, (iv) loss of goodwill and reputation, (v) loss of or damage to the others records or data, (vi) increased costs of working or computer failure resulting from the use of or inability to use, interruption or unavailability of the Unipass Services, their operation or transmission; (vii) computer viruses; or (viii) third party claims against the other for loss or damage (other than those referred to in Clause 8.4).

8.2 Neither we nor you exclude or limit our liability in respect of the death of, or personal injury caused to, any person by negligence, or for fraudulent misrepresentation by either you or us or any other liability which by law neither you or us can limit or exclude.

8.3 To the fullest extent permitted by applicable law, we hereby exclude our liability in respect of any costs, claims, expenses or damages incurred or suffered by you arising from (i) user error in the use of the Unipass Services; (ii) the improper or unauthorised use of the Unipass Services by you or Individuals; (iii) incorrect or out-of-date permissions or access rights for Individuals in relation to the use of the Unipass Services; or (iv) errors or omissions in information you provide to us for use within the Unipass Services.

8.4 In respect of all other costs, claims, expenses, loss or damage under or in relation to this Agreement (whether arising from contract, tort (including negligence) or otherwise) including (but not limited to) direct loss and damage:

8.4.1 your liability to us (including for the avoidance of doubt any liability under the indemnity at Clause 10.1): (a) in respect of any claim or series of related claims made in respect of (i) any one Unipass Identity or Application, (ii) reliance on or use by an Individual or you of the Unipass Services, or (iii) the use of Protected Data, in each case shall not, subject to Clause 8.2 (b) below, exceed £15,000 (UK pounds sterling); and (b) your total liability to us in the aggregate shall not in any event exceed £1,000,000 (UK pounds sterling) per annum.

8.4.2 our liability: (a) to you, in respect of any claim or series of related claims made in respect of (i) any one Unipass Identity or Application, (ii) reliance on or use by an Individual or you of the Unipass Services, or (iii) the use of Protected Data, in each case shall not, subject to Clause 8.2, exceed £15,000 (UK pounds sterling); and (b) to you in the aggregate shall not in any event exceed £1,000,000 (UK pounds sterling) per annum.

8.5 You acknowledge and agree that we shall not be liable to both you and Individuals (pursuant to their use of the Unipass Services, or any part thereof) in respect of the same act or omission and in respect of the same loss and damage arising out of such act or omission. If you bring any such claim against us, you shall procure that Individuals shall not bring any action against us in respect of the same act or omission or loss and damage (the "Duplicate Claim") and that any such proceedings by Individuals shall be brought in the name of your Organisation on behalf of the Individuals. If any Individual proceeds against us for a Duplicate Claim, you shall indemnify us and holds us harmless from any losses, claims, actions, costs, expenses and damages arising out of such Duplicate Claim.

8.6 We shall not be liable for any costs, claims, expenses, loss and damage attributable in whole or in part to use of a Unipass Identity by any member of the Unipass Community and/or access to or use of the Unipass Services, in each case contrary to the provisions and procedures set out in this Agreement or the applicable contract or rules governing the use of Unipass Identities (including without limitation to the foregoing generality the use of a Unipass Certificate by any person after its revocation has been published in the Repository).

8.7 The use of the internet in connection with the Unipass Services is at the own risk of each member of the Unipass Community or other third party (as appropriate) and we shall not be liable for any claims arising from such use.

8.8 By virtue of hypertext or other computer links you may find access to terms and conditions of use and privacy policies of product providers and service providers as well as other website pages on the internet which are not part of the Unipass Services web pages. We are not responsible for nor assumes any liability for such third party terms and conditions, privacy policies or website pages which are linked to the Unipass Services which may be misleading, inaccurate, defamatory, threatening or obscene or otherwise not in accordance with applicable regulations as may be from time to time in force. The provision by the Unipass Services of a link to another website does not constitute any authorisation by us to you to access materials held at such other website, nor is it evidence of any endorsement by us of the material held there. We accept no responsibility for these websites or for any loss or damage that may arise from your use of them. If you decide to access the third party websites linked to the Unipass Services, you do so entirely at your own risk. OSIS shall not be responsible for the services (e.g. regarding data validation) provided by any third parties (e.g. service providers) and/or by product providers in connection with the operation of the Unipass Services and to the fullest extent permitted by law we disclaim all liability in respect of such services by third parties and/or product providers.

8.9 We shall not be liable for: (i) the whole or partial loss or destruction of the Unipass Authentication Credentials of any member of the Unipass Community in relation to any Unipass Identity; (ii) any breach or failure of encryption that is caused by (a) the development of new encryption breaking technology, and/or (b) the fraudulence, recklessness or negligence of you or Individuals including without limitation any breach or abuse of any part of the Unipass Services; or (iii) the fraudulent, reckless or negligent use by a member of the Unipass Community or any other third party of Unipass Identities and/or any part of the Unipass Services.

8.10 You and we shall take reasonable steps to mitigate any costs, claims, expenses, loss or damage that may be incurred and which you or we seek to claim against the other pursuant to this Agreement and you shall procure that your Individuals shall also take reasonable steps to mitigate any costs, claims, expenses, loss or damage that may be incurred as a result of their use of the Unipass Service.

9 RELIANCE ON THE UNIPASS SERVICES

9.1 Unipass Identity Service.

9.1.1 By issuing a Unipass Identity or any Unipass Authentication Credentials in relation to that Unipass Identity we expressly do not warrant or guarantee that the person who is using such Unipass Identity or Unipass Authentication Credentials is the person set out in or otherwise associated with that Unipass Identity or Unipass Authentication Credentials. We expressly do not warrant or guarantee that the use of a Unipass Identity or any Unipass Authentication Credentials will be accepted or relied on by other members of the Unipass Community for any business dealings within the UK financial services industry.

9.2 ULoA Service.

9.2.1 The ULoA Service shall allow you to populate and send Letter of Authority requests to financial product providers and platforms. You acknowledge and agree that you are responsible for the information you incorporate within each Letter of Authority and that you have all appropriate consents, permissions and rights to use such information.

9.3 Unipass Agency Service.

9.3.1 The Unipass Agency Service shall allow you to populate and send agency formation and management requests to financial product providers and platforms. You acknowledge and agree that you are responsible for the information you incorporate within each request, and that you have all appropriate consents, permissions and rights to use such information. Furthermore:

9.3.1.1 by using the Unipass Agency Service to apply to selected product providers to form new agencies, you will be entering into legally binding contracts with them (provided the selected product providers accept your application). We recommend that you speak to your independent legal adviser before doing so. We are not a party to these contracts. The product providers may change their contractual terms or application acceptance process without notice, so please read their terms and conditions and instructions carefully prior to using the Unipass Agency Service to submit your application(s). If you select a particular product provider during the application process you will, subject to application acceptance by the product provider, be deemed to have accepted in full the terms and conditions of the relevant product provider and they will be able to enforce these terms and conditions notwithstanding that the Unipass Agency Service is managed by us and you are not being asked to access the websites of the relevant selected product providers. If as a result of making an application via the Unipass Agency Service you agree to enter into a personal guarantee then your personal property may be at risk and we strongly recommend you speak to your independent legal adviser before doing so;

9.3.1.2 the information supplied in connection with the Unipass Agency Service will be made available to service providers and product providers you select. We are not responsible for the privacy and information practices of these providers, agencies or any other third parties. Please therefore satisfy yourself of the applicable privacy and information use

practices of these providers before you complete your application using the Unipass Agency Service; and

9.3.1.3 the Unipass Agency Service is an online facility to allow an agency request to be completed and submitted to a number of selected product providers and service providers. We do not guarantee (i) that your request will be successful, or (ii) that the selected product providers will honour any contract that you enter into with them as a result of using the Unipass Agency Service or otherwise act lawfully in connection with any contractual dealings with them. If you have any problems or concerns regarding any such contractual relationship with a selected product provider then you should take this up directly with the relevant product provider.

10 INDEMNITY

10.1 Subject to Clause 8, you shall indemnify us and hold us harmless against all claims, demands, actions, costs, expenses (including but not limited to legal costs and disbursements on a solicitor and own client basis), losses and damages arising out of or caused by (i) any failure by you to comply with the provisions of this Agreement (including, without limitation, any access to or use of Unipass Identities and/or the Unipass Services outside the terms of this Agreement) or (ii) any failure by your Individuals to comply with the Unipass Rules of Use. Notwithstanding the limitations of liability in Clause 8, you shall indemnify us for any breach of your obligations outlined in Clause 11.14.

11 GENERAL

11.1 Transfer and Sub-Contracting: This Agreement is personal to your Organisation. You shall not without our prior consent in writing, either (i) assign, novate or otherwise dispose of this Agreement or any part thereof, or purport to do so, or (ii) sub-contract your liabilities, obligations and responsibilities under this Agreement.

11.2 We shall be entitled to assign, novate or otherwise dispose of our rights under this Agreement or any part thereof to any third party by giving you prior notice of such assignment, novation or other disposal.

11.3 This Agreement is binding upon us and our successors and permitted assignees and upon you and your successors and permitted assignees.

11.4 Agency: Nothing in this Agreement shall be construed as creating a partnership, a contract of employment or a relationship of principal and agent between us and you or between our service providers and you.

11.5 Notices: Your address and email address shall be as given to us in the Unipass Identity Application process, our address shall be Origo Secure Internet Services Limited, 7 Lochside View, Edinburgh Park, Edinburgh. EH12 9DH and our email address shall be admin@unipass.co.uk. All notices to be given under this Agreement must be either in writing or by electronic mail and sent to the last notified address of the recipient, or any other address which the recipient may subsequently advise the other in writing or by electronic mail. Any notice may be delivered by hand personally or sent by first class prepaid letter or by facsimile or by electronic mail and will be treated as served: if by hand, when delivered; if by first class post, 3 business days after posting where that letter is not returned as being undelivered; if by facsimile, when despatched, provided the sender's fax machine produces automatic confirmation of error free transmission to the recipient's fax number and if by electronic mail, 2 hours after the sender's recorded time of sending the electronic mail where no delivery failure notice is received by the sender.

11.6 Severability: If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Agreement had been executed with the invalid, illegal or unenforceable provision eliminated; declaring that in the event of any such severance, we and you shall negotiate in good faith with a view to replacing the provisions so severed with legal and enforceable provisions that have similar economic and commercial effect to the provisions so severed.

11.7 Force Majeure: We shall not in any circumstances be liable to you for any loss of any kind whatsoever, including, but not limited to, any damages, whether directly or indirectly caused to or incurred by you by reason of any failure or delay in the performance of our obligations hereunder which is due to an event beyond our reasonable control ("Force Majeure Event"). Notwithstanding the foregoing, we shall use all reasonable endeavours to continue to perform, or resume performance of, such obligations hereunder for the duration of such Force Majeure Event.

11.8 Waiver: No waiver by us of any of the provisions of this Agreement shall be effective unless it is expressly stated to be a waiver and communicated by us to you in writing or by electronic mail. Subject to the foregoing sentence, no delay or failure by us in exercising or enforcing any of our rights or remedies under this Agreement will prejudice or restrict our rights, nor will any waiver of rights by us operate as a waiver of subsequent rights.

11.9 Disputes: In the event of a dispute between you and us in relation to the application and validation of Unipass Identities, access to or use of the Unipass Services, or otherwise in relation to this Agreement, both of us shall use our reasonable endeavours to resolve the dispute as soon as reasonably practicable, with escalation within their respective organisations as appropriate. If any such dispute has not been resolved within 14 days of the dispute arising then both parties may agree to refer the matter to an independent third party (the "Third Party"). If we fail to agree on the identity of the Third Party within 14 days then the Third Party shall be nominated at the request of either you or us by the Chairman (or equivalent) for the time being of the Centre for Dispute Resolution. The Third Party shall act as an expert and not as an arbitrator whose decision (including as to costs) shall be final and binding upon both of us, except in the case of a manifest error. If the dispute has not been resolved by the mechanisms referred to in the foregoing sentences of this Clause 11.9 either you or us shall be free to commence court proceedings in accordance with Clause 11.10.

11.10 Law & Jurisdiction: This Agreement shall be governed by the laws of England and Wales and shall be subject to the non-exclusive jurisdiction of the English or the Scottish Courts, to which jurisdiction both we and you now irrevocably submit.

11.11 Entire Agreement: This Agreement (including the documents incorporated by reference in it) constitutes the entire understanding between you and us relating to the subject matter of this Agreement and, save as may be expressly referred to or referenced herein, supersedes all prior representations, writings, negotiations or understandings with respect hereto, except in respect of any fraudulent misrepresentation made by a party. Except in respect of any fraudulent misrepresentation made by a party, both we and you acknowledge that neither of us has relied on any representations, writings, negotiations or understandings, whether express or implied, (other than as set out in this Agreement) in entering into this Agreement.

11.12 Prior Review: You acknowledge that you have reviewed the content of the Unipass Rules of Use, Secure System Guidelines and Trusted Role Requirements prior to Acceptance (and therefore, before this Agreement was created between you and us). Each of the Unipass Rules of Use, Secure System

Guidelines and Trusted Role Requirements shall form part of this Agreement as if specifically set out herein.

11.13 Third Party Rights: This Agreement does not create, and shall not be construed as creating, any right under the Contracts (Rights of Third Parties) Act 1999 which is enforceable by any person who is not party to it.

11.14 Intellectual Property Rights: The copyright, database rights and all other Intellectual Property Rights in and to the Unipass Services are owned by or licensed to us and protected by the copyright laws of the United Kingdom, international copyright treaties and all other applicable copyright and intellectual property laws. You may not remove any product identification, copyright notices or legends or other notices of proprietary restrictions from any of the material or information contained within the Unipass Services or the associated web pages. Any unauthorised use of the Unipass Services may be in breach of statutory or common law rights which could be the subject of legal action.

11.15 Reservation of rights: All rights not expressly granted herein are expressly reserved by us. The appearance or absence of products, services, companies or organisations as part of the Unipass Services does not imply an endorsement or non-endorsement thereof by us.

11.18 Modification: Any modification or variation to the terms of this Agreement shall only be valid if it is agreed in an exchange of electronic mail between you and us (or our respective duly authorised agents); declaring that we shall be entitled to provide for deemed acceptance by you in any such electronic mail by us concerning a proposed modification or variation (where such proposed modification or variation will be binding upon you if you do not respond to us to the contrary within a specified period of time).

12 DEFINITIONS AND INTERPRETATION

12.1 The following terms and expressions shall, unless otherwise specified or the context otherwise requires, have the following meaning and this Agreement shall otherwise be construed in accordance with the principles set out in this Clause 12:

“Acceptance”	means the online acceptance process via our Website whereby an authorised signatory of the Organisation (who is applying for use of the Unipass Services) accepts these terms and conditions on behalf of the Organisation by clicking the “I accept” button which is displayed to him/her;
“Application”	means an application by an Individual for a Unipass Identity to enable the use of the Unipass Identity Service and (where applicable) additional Unipass Services;
“Data Protection Legislation”	means the UK GDPR and the Data Protection Act 2018 (as may be amended, revised or replaced) and all other applicable data protection and privacy legislation in force or having direct effect from time to time in the UK.
“EU GDPR”	means the General Data Protection Regulation ((EU) 2016/679).
“Individual”	means any person who is either an employee, affiliate, contractor, partner, principal, director or officer of your Organisation who uses or relies on the Unipass Services, including without limitation Unipass Controllers;

“Intellectual Property Rights”	means patents, petty patents and utility models, trade marks, service marks, design rights (whether registrable or otherwise), semiconductor topography rights, applications for any of the foregoing, copyright, know-how, trade or business names, domain names and other similar rights or obligations whether registrable or not in any country;
“Letter of Authority”	means a document from a consumer authorising an adviser to act as their agent and have access to the data held about that consumer by financial product providers and/or platforms;
“Organisation”	means your firm or other business entity which has entered into this Agreement with us and on behalf of whom Acceptance occurs and in respect of which Individual(s) are applying for a Unipass Identity and use of the Unipass Services;
“Repository”	means a generally accessible database containing Unipass Certificates and certain other information relating to Unipass Certificates, which can be accessed via our Website;
“Secure System”	means computer hardware and software, which are reasonably secure from intrusion and misuse, are adequately available, reliable and suitable for use in relation to the Unipass Service, practices and procedures in respect of the same which incorporate provisions aimed at achieving the objectives set out in the Secure System Guidelines and which are enforced;
“Secure System Guidelines”	means the guidelines for the deployment and operation of a Secure System and which are available on our Website in the Guidelines document available at https://www.unipass.co.uk/Pages/Static/About/Resources.aspx ;
“Trusted Role Requirements”	means the criteria that all successful applicants for the position of Unipass Controller are required to satisfy and which are available on our Website in the Guidelines document available at https://www.unipass.co.uk/Pages/Static/About/Resources.aspx ;
“UK GDPR”	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

<p>“Unipass Agency Service”</p>	<p>means the Unipass Agency Service available via our Website, as amended by us from time to time, which allows financial advisers to initiate agency requests either directly to product providers or via service providers for initial approval (only for change of membership requests) and allows product providers in return to respond to submitted administration requests. This includes the following functions:</p> <ul style="list-style-type: none"> • Request formation of a new agency relationship • Management of existing agency relationships <ul style="list-style-type: none"> ○ Organisation setup and user administration; ○ Maintenance of organisation contact details and panels; ○ Managing additional agency codes; ○ Managing change of membership; ○ Closure of agencies; ○ Change of address; ○ Change of bank account details; ○ Transfer of business (Firm and Advisor Level Transfers); ○ Management information;
<p>“Unipass Authentication Credentials”</p>	<p>means the various authentication credentials (as determined from time to time by us in accordance with our published specifications for the Unipass Identity Service) that are directly associated with and/or which form part of a Unipass Identity and which are used to enable an individual member of the Unipass Community to attest their identity (e.g. a Unipass Certificate, a username and passphrase combination, or a one time passcode);</p>
<p>“Unipass Certificate”</p>	<p>means a “Unipass” digital certificate (which is an electronic document conforming to the x509 standard for public key infrastructures as published by ITU-T, which binds a public key to the unique identifier data, or distinguished name, of its owner) issued to an Individual (including but not limited to Unipass Controllers) that identifies that Individual, the Organisation, identifies the Unipass Certificate's operational period and identifies us as the issuer of the Unipass Certificate;</p>
<p>“Unipass Community”</p>	<p>means the assembled collection of individuals, firms and other entities which have either (i) entered into contracts with us or (ii) are subject to contracts or rules, in each case regarding the issue and use of Unipass Identities and/or use of the Unipass Services;</p>
<p>“Unipass Controller”</p>	<p>means any person(s) appointed by you in accordance with Clause 5.3 who will be responsible for the processing of Applications for Unipass Identities on behalf of Individuals and the performance of certain other obligations as set out in the Unipass Rules of Use;</p>
<p>“Unipass Identity”</p>	<p>means the Unipass identity account which is created by us for a User (subject to an Application being received by us and various security checks being performed by us), which has various Unipass Authentication Credentials associated with it, and which Unipass identity account is used by a User as part of doing business in the UK financial services industry to obtain access to third party websites and/or services;</p>

“Unipass Identity Service”	means the creation, validation, management, distribution, and revocation by us or our sub-contractors from time to time of Unipass Identities and/or the associated Unipass Authentication Credentials, for business dealings by members of the Unipass Community and/or other third parties within the UK financial services industry;
“ULoA Service”	means the Unipass Letter of Authority Service, for the creation, validation, management, distribution, and fulfilment of Letter of Authority requests by members of the Unipass Community and/or other third parties within the financial services industry;
“Unipass Rules of Use”	means the rules for the use of and reliance on Unipass Identities which are available from the “Contracts & Legals” section of our Website, at https://www.unipass.co.uk/Pages/Static/About/Resources.aspx ;
“Unipass Services”	means the Unipass Identity Service, and/or the Unipass Agency Service and/or the ULoA Service, in each case for business dealings by members of the Unipass Community and/or other third parties within the financial services industry;
“Website”	means our website at www.unipass.co.uk or such alternative URL from time to time from which we make the Unipass Services available; and
“Valid”	means, in relation to a Unipass Certificate, neither expired nor revoked.

Schedule 1 – Data Processing Schedule

The types of Protected Data that will be processed in connection with each service are set out below:

1. ULoA – user data, end client data including financial details regarding pensions and other financial services products relating to data subjects which are disclosed through use of the ULoA Service
2. Agency – user data, agency codes

The categories of data subjects are:

1. ULoA – users, individuals (consumers) whose financial products are referenced in the use of the ULoA Service
2. Agency – users, staff data