

## TERMS & CONDITIONS

# TERMS & CONDITIONS OF BUSINESS FOR UK PROCESS AGENT

## 1 DEFINITIONS AND INTERPRETATION

1.1 In these Terms and Conditions, the following words and phrases shall, save where the context requires otherwise, have the following meanings:

**Agreement** means any agreement in writing entered into between the Service Provider and the Client and/or any Entity relating to the Services.

**Assets** means any assets including without limit real or personal property, investments or money.

**Officers** means any or all persons provided by the Service Provider to act as a director or other officer, trustee, manager, signatory or shareholder of any Entity or otherwise in connection with the Services.

**Business Day** means a day on which the Service Provider is ordinarily open to carry on business.

**Customer Due Diligence ("CDD") Documentation** means any information, document, record, file or other data, whether in hard copy or electronic format collated by the Service Provider in the course of providing the Services.

**Client** means any person to whom the Service Provider provides the Services and, in the case of an individual, includes his heirs, personal representatives and assigns and, in the case of a body corporate, includes its successors and assigns.

**Disclosure Obligations** means any or all information exchange, reporting, disclosure and/or withholding requirements, obligations, arrangements and/or agreements in force and applicable to the Service Provider, the Officers and/or the Employees from time to time.

**Employees** means any or all directors, officers, consultants and employees of the Service Provider and any member of the Group.

**Entity** means any body corporate, partnership, trust, association, foundation or other person in respect of which Services are provided.

**Financial Crime** means money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions, and/or violations or attempts to circumvent or violate any laws or regulations relating to these matters.

**Financial Crime Risk Management Activity** means any action which the Service Provider in its absolute discretion is required to take to meet its legal and regulatory obligations in connection with the detection, investigation and prevention of Financial Crime and any action in response to the same taken by a criminal, civil or regulatory authority.

**Group** means PraxisIFM Group Limited and all its subsidiary and associated companies.

**LIBOR** means London Interbank Offered Rates applicable to the relevant currency.

**Relevant Jurisdiction** means the jurisdiction where the Service Provider is incorporated.

**Fee Scale** means the fee scale issued from time to time by the Service Provider in respect of its fees.



**Service Provider** means the members of the Group which provide the Services to the Client.

**Services** means the service of UK process agent provided by the Service Provider for the Client or any Entity (whether before or after its establishment).

**Subcontractor** means any person that is not a member of the Group or an Employee of the Service Provider to whom the Service Provider delegates or outsources the provision of some or all of the Services.

**Terms and Conditions** means these terms and conditions as amended from time to time.

**Relationship Director** means the director at the Service Provider nominated to be the Client's primary contact.

1.2 In these Terms and Conditions unless the context otherwise requires, words importing the singular shall include the plural and the masculine gender shall include the feminine and the neuter and vice versa in each case.

1.3 References to **Clauses** herein are to clauses of these Terms and Conditions.

## 2 ACCEPTANCE OF TERMS AND CONDITIONS

2.1 The Terms and Conditions will be deemed to have been agreed by the Client by its completion of the Process Agent (UK) Application Form.. A current copy of the Terms and Conditions and the Fee Scale may be inspected at the registered office of the Service Provider during normal business hours. The Service Provider may revise these Terms and Conditions and the Fee Scale from time to time without the prior consent of the Client. The Client will be bound by any revision of these Terms and Conditions and/or the Fee Scale as and when a copy of the revised document becomes available for inspection at the registered office of the Service Provider, is published on its website or is provided to the Client.

2.2 Where the Service Provider and the Client and/or any Entity enter into an Agreement relating to the Services which does not expressly replace these Terms and Conditions in their entirety in the event of any conflict between the terms of the Agreement and these Terms and Conditions, the terms of the Agreement shall prevail, provided they are in writing.

## 3 CLIENT'S UNDERTAKINGS

3.1 The Client hereby undertakes that:

- a) any Entity which is the subject of the Services will be engaged or involved directly or indirectly with any illegal activity or used for any illegal purposes;
- b) any Entity will not undertake any activities which will require a licence, consent or approval in any jurisdiction without first obtaining such licence, consent or approval or which will breach any conditions contained in any such licence, consent or approval;
- c) it shall procure that where applicable any Entity complies with all filing requirements in any relevant jurisdiction and that all taxes and governmental dues payable by any Entity are discharged;
- d) it shall, and it shall procure that any Entity shall, comply with all applicable anti-money laundering, combating terrorist financing and anti-bribery legislation in any applicable jurisdiction and not breach any sanctions which have been issued or implemented by any relevant authority;
- e) it shall provide such information as the Service Provider may, in its discretion, require in order to comply with all applicable Disclosure Obligations;



## 4 INSTRUCTIONS

- 4.1 The Service Provider may act upon instructions (whether by letter, fax, email, telephone or otherwise) given by any person that it reasonably believes to be authorised to give such instructions on behalf of the Client and the Service Provider is not obliged to verify the identity of any person purporting to be so authorised.
- 4.2 Without prejudice to Clause 4.1, where the Service Provider does not believe that the person giving instructions is duly authorised or where the Service Provider is given instructions that it believes are unclear or contradictory, it may refuse to act upon such instructions until it receives evidence to its satisfaction as to the instructions or the person giving instructions and none of the Service Provider, any member of the Group, the Officers or the Employees shall incur any liability for such refusal to act.
- 4.3 None of the Service Provider, any member of the Group, the Officers or the Employees shall incur any liability (a) for a failure to comply with any instructions which are not in writing or which are incomplete, ambiguous or contain errors; (b) for the non-receipt of any instruction, written or otherwise; or (c) for the lack of authority of any person purportedly giving instructions on behalf of the Client.
- 4.4 The Service Provider may refuse to act upon any instructions which it considers may result in it, the Client, or the Entity, acting in contravention of any applicable law, regulation or sanction. None of the Service Provider, any member of the Group, the Officers or the Employees shall incur any liability for so refusing.
- 4.5 The Service Provider may use electronic communications and the internet to provide the Services. Email is transmitted via a public network and as a result is not secure and may be intercepted, lost, destroyed or delayed. To the fullest extent permitted by law, none of the Service Provider, any member of the Group, the Officers or the Employees shall incur any liability for any breach of confidentiality, delay, interception, loss, failure, computer virus or data corruption and shall be entitled to be indemnified against any resulting liability.

## 5 REMUNERATION, EXPENSES AND LIABILITIES

- 5.1 The Service Provider shall be entitled to (a) fees in accordance with its Fee Scale or as otherwise expressly agreed with the Client; and (b) be reimbursed for all disbursements and expenses incurred by it in providing the Services.
- 5.2 The Client hereby guarantees the due payment of all fees, disbursements and expenses payable by any Entity under the Agreement (and agrees that the Service Provider may claim under this guarantee without first seeking recourse against the Entity or any other person).
- 5.3 All monies payable to the Service Provider in connection with the Services shall be paid within 14 days of the relevant invoice and interest at the rate of 3% above LIBOR per annum may, at the discretion of the Service Provider, be charged on all overdue amounts. The Client and the Entity will also reimburse the Service Provider the costs of recovering any fees due, incurred by an external debt collector or law firm.
- 5.4 All fees, disbursements and expenses paid in advance are non-refundable.

## 6 CONFLICTS OF INTEREST AND WORKING FOR OTHER CLIENTS

- 6.1 The Service Provider and the Group reserve the right to provide services to other entities and clients in their absolute discretion and without prior reference to or approval of any other client or entity. An Agreement to provide the Services to an Entity shall not be treated as meaning that the Service Provider shall not provide other services to other entities including in connected matters.
- 6.2 Where the Service Provider considers that there may be a conflict of interest in continuing to act in more than one capacity for different entities and clients, then it shall have complete discretion to determine whether it or they may continue to act in one or more of such capacities with the consent of the relevant parties or whether the Service Provider should cease to act in any one or more such capacities including by



immediate termination of the provision of the Services to the Client or the Entity. In the event that the Service Provider decides to terminate the provision of Services to any Client or Entity in such circumstances, then it shall not be liable for any expenses or losses arising from any such termination including but not limited to the losses arising from any lost opportunities for the Client or the Entity in relation to a particular transaction.

## 7 PROCEDURES TO PREVENT FINANCIAL CRIME

- 7.1 The Service Provider is required to operate anti-money laundering and anti-terrorist financing checks and procedures in respect of the provision of the Services in accordance with the applicable legislation, and from time to time, to undertake Financial Crime Risk Management Activity. The Group reserves the right to apply such checks and procedures, including in particular, confirmation of the source of funds and/or wealth and identity and address/place of business of Clients and officers of any entity not provided by the Service Provider, together with verification of capacity to give instructions for and on behalf of any Client or for and on behalf of any Entity.
- 7.2 The Client agrees to provide such information and documentation (including updates of the same) to the Service Provider. The Client agrees that if it is not made available to the Service Provider when required by and in a form acceptable to the Service Provider, the Service Provider may without liability terminate the Agreement with the Client with immediate effect. The time at which such information and documentation is required and the form in which it shall be delivered to the Service Provider shall be determined by the Service Provider in its absolute discretion.
- 7.3 Neither the Service Provider nor any member of the Group shall be liable to the Client, the Entity or any third party for any loss or damage of whatsoever nature in connection with the delaying, blocking or refusing of any payment or the cessation of the provision of all or part of the Services or otherwise as a result of or in connection with Financial Crime Risk Management Activity.

## 8 DISCLOSURE

- 8.1 The Service Provider, any member of the Group, the Officers and the Employees may also disclose information relating to the Client and any Entity:
  - a) to any other members of the Group;
  - b) to any other entity (including without limit banks and investment advisers) where such disclosure is necessary for the proper performance of the Services; and/or
  - c) to any of its Subcontractors and/or data processors (subject always to appropriate confidentiality undertakings being obtained from such Subcontractors and/or data processors).
- 8.2 The provisions of this Clause shall remain in full force and effect notwithstanding these Terms and Conditions ceasing to apply.

## 9 DATA PROTECTION

- 9.1 The Group is bound by data protection legislation in the Relevant Jurisdictions and reference should be made to the online privacy policy at <https://www.praxisifm.com/privacy-policy/> or issued privacy notice which sets out how the Service Provider processes personal data (including special categories of data) in accordance with applicable data protection legislation as well as the rights of data subjects in respect of the same. A member of the Group (being authorised by the applicable data protection legislation to hold and process personal data) may request access to any personal data which another member of the Group holds in electronic form concerning that person.



## 10 TRANSFERS AND TRANSMISSIONS

- 10.1 All transfers and transmissions of Assets or documents are made at the risk of the Client and/or any Entity. The Service Provider shall not be liable for any loss, damage or delays however caused.
- 10.2. To the fullest extent permitted by law, the Service Provider excludes liability for any loss or damage suffered by the Client and/or any Entity as a result of communications between the Service Provider and/or the Group and/or its agents, on the one hand, and the Client and/or the Entity on the other hand, being by post, telephone, telefax or by email (including remote access) or any other means of transmission. The Client specifically acknowledges that the absolute security of any electronic communication cannot be guaranteed by the Service Provider.

## 11 EXCULPATION AND INDEMNITY

- 11.1 Save in the case of fraud, willful misconduct or gross negligence, none of the Service Provider, any member of the Group, the Officers or the Employees shall be liable to any Client or Entity for any loss or damage of whatsoever nature including but not limited to any indirect or consequential loss or damage suffered by such Client or Entity out of or in connection with the Services, with the intent that any and all liability shall be excluded to the greatest extent permitted by law.
- 11.2 The Client and/or any Entity undertake at all times to hold the Service Provider, the members of the Group, the Officers and the Employees harmless and to indemnify them to the greatest extent permitted by law against all actions, suits, proceedings, claims, demands, costs, expenses and liabilities whatsoever which may arise from the provision of the Services by the Service Provider, the members of the Group the Officers or the Employees, other than liabilities arising from the fraud, wilful default or gross negligence.
- 11.3 The liability of the Service Provider in relation to the provision of Services shall be limited to that proportion of such loss, liability or damage suffered after taking into account (a) any contributory act or omission (or any contributory negligence) of the Client or any other such person respectively and (b) any amount which the Client or any other person respectively would have been entitled to recover from any other third party in the absence of any exclusion or limitation of liability agreed between the Client and such other third party.
- 11.4 In any event and notwithstanding the indemnities and exculpations set out herein, the maximum aggregate liability of the Service Provider, any member of the Group, the Officers and/or the Employees shall be limited to £500,000 or any local currency equivalent.
- 11.5 Any claims sought to be brought or made by any Client and/or Entity in connection with the Services shall be brought or made within three years of the date on which the alleged error or omission giving rise to the claim occurred.
- 11.6 The obligations of the Service Provider are solely the corporate obligations of the Service Provider and no recourse shall be had in respect of any obligation or claim arising out of or based upon the provision of the Services against any individual Officer or Employee.

## 12 SAFE CUSTODY

- 12.1 The Service Provider will keep all such deeds and documents which it considers appropriate, or where it is requested by the Client and/or any Entity to do so, in its safe custody facilities. The Service Provider accepts no responsibility for any deeds or documents that are damaged or lost.
- 12.2 The Service Provider shall retain files, paper and electronic records relating to the Services provided to the Client and/or the Entity in accordance with all regulatory and legal provisions. Once records have been held for the time required by regulatory or legal provisions, the Service Provider shall have the right to destroy the



records without notice to the Client. If the Client requires the Service Provider to research or recover old files and papers, the Service Provider may render a fee for this service. All internal memoranda, attendance notes and other documents created by the Service Provider in respect of the Client and/or Entity shall remain the property of the Service Provider and the Service Provider shall not be obliged to provide the same to the Client unless ordered to do so by a court of competent jurisdiction.

### **13 COMPLAINTS**

- 13.1 Any complaints in respect of the provision of the Services should be raised in writing with the Relationship Director. Complaints shall be dealt with in accordance with the Service Provider's current complaints procedure, as amended from time to time, which will be provided upon request.

### **14 TERMINATION**

- 14.1 All and any obligation to provide the Services shall cease immediately upon the Service Provider giving notice in writing to the Client that (a) the Client has breached any of these Terms and Conditions; (b) in the Service Provider's opinion, the Client cannot meet its payment obligations hereunder or under any Agreement; or (c) any member of the Group has become aware that the Client and/or any Entity is or may become subject in any part of the world to investigation by any judicial or regulatory authority or that criminal proceedings are instituted or threatened against the Client and/or any Entity. In all other cases, the Service Provider may terminate the Services upon giving not less than two months' notice in writing to the Client.
- 14.2 The Client and/or the Entity may terminate the Services upon giving not less than two months' notice in writing to the Service Provider.
- 14.3 If notice of termination is given by the Client and/or the Entity, the Service Provider shall be entitled to retain any fees paid in advance by the Client and/or the Entity for the provision of Services beyond the date of termination, as stated in Clause 5.4 above.

### **15 ANTI-BRIBERY AND CORRUPTION**

- 15.1 The Service Provider maintains policies and procedures to ensure compliance by an Entity with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (of England and Wales) to the extent it has extra-territorial effect in respect of a Relevant Jurisdiction. For the avoidance of doubt: (i) the Service Provider requires all Clients and Entities to which the Services are provided to comply with the same or similar anti-bribery and anti-corruption policies and procedures; and (ii) any breach or reasonable suspicion on the part of the Service Provider of the breach of such policies or procedures by a Client or an Entity shall be a breach of these Terms and Conditions and the Agreement for the purposes of Clause 14.1 hereof.

### **16 NON FACILITATION OF TAX EVASION**

- 16.1 The Service Provider has zero tolerance towards the facilitation of tax evasion. As such, it has policies and procedures in place to ensure compliance with the Criminal Finance Act 2017 (of England and Wales) to the extent it has extra-territorial effect in respect of a Relevant Jurisdiction. For the avoidance of doubt: (i) the Service Provider requires all Clients and Entities to which the Services are provided to comply with the same or similar non facilitation of tax evasion policies and procedures; and (ii) any breach or reasonable suspicion on the part of the Service Provider of a breach of such policies or procedures by a Client or an Entity shall be a breach of these Terms and Conditions and Agreement for the purpose of Clause 14.1 hereof.



## **17 JOINT AND SEVERAL LIABILITY**

17.1 Where the Client is more than one person, (a) each such person hereby appoints the other such person(s) to act as his agent to exercise full power and authority in connection with the Services on his behalf; and (b) all obligations of the Client in connection with the Services shall be joint and several.

## **18 ASSIGNMENT**

18.1 The Service Provider may assign or transfer the whole or any part of its rights, benefits and/or obligations under these Terms and Conditions, and shall inform the Client of the same as soon as reasonably practicable.

18.2 The Client shall not assign or transfer all or any part of its rights, benefits and/or obligations under these Terms and Conditions.

## **19 SEVERABILITY**

19.1 If at any time one or more of the provisions of these Terms and Conditions becomes invalid, illegal or unenforceable in any respect, that provision shall be severed from the remainder and the validity, legality and enforceability of the remaining provisions of these Terms and Conditions shall not be affected or impaired in any way.

## **20 NOTICES**

20.1 Any notice required to be given hereunder shall be in writing addressed to the party concerned at its address from time to time notified to the other for the purpose, failing which the registered office or the last known usual address of such party.

20.2 For this purpose, any notice (a) delivered personally shall be deemed to have been given at the time of such delivery; (b) sent by ordinary post shall be deemed to have been given five days after posting; (c) sent by fax shall be deemed to have been given at the time of dispatch; and (d) sent by email shall be deemed to have been given at the time of transmission.

## **21 GOVERNING LAW AND JURISDICTION**

21.1 These Terms and Conditions shall be governed by and construed in accordance with the law of the Relevant Jurisdiction and the Client and the Service Provider agree to submit to the non exclusive jurisdiction of the courts of the Relevant Jurisdiction for the determination of all actions and proceedings concerned with and incidental or relating to these Terms and Conditions.

**May 2019**

