

I have read and understood the policy entitled *ONLINE AGENCY ADMINISTRATION CONTRACT FOR DISTRIBUTORS* and by clicking on the *I Agree* button below I consent to the uses and disclosures described in that policy.

ONLINE AGENCY ADMINISTRATION CONTRACT FOR DISTRIBUTORS

You agree that when Acceptance (as defined below) 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. References to "you" and "your" are references to the Client on behalf of whom Acceptance occurs and in respect of which Users (as defined below) within the Client shall be entitled to access and use the Agency Administration System (as defined below) and/or Service (as defined below).

1. TERM

1.1 This Agreement shall commence on the date on which Acceptance occurs (the "**Effective Date**") 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 We shall supply the Service to you and your Associated Companies (where applicable) in accordance with this Agreement.

2.2 We shall ensure proper management of users and access control amongst our staff.

2.3 We shall 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 and the Associated Companies related to matters not covered by documentation on the Agency Administration Website (the "Help Desk"). In the event that the Help Desk is unavailable for any reason (eg for training, repairs, improvements or maintenance), we shall use reasonable endeavours to give notice to you of such suspensions.

2.4 Subject to Clauses 2.5 and 2.6 below, we shall use reasonable endeavours to procure that the Agency Administration Website will be available and functioning during our normal working hours.

2.5 We, at our sole discretion, may suspend the Service 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.

2.6 In the event of Service failure, we will use reasonable endeavours to try and restore the Service within a business day.

3. YOUR OBLIGATIONS

3.1 To enable us to provide the Service, you shall and shall procure that your Associated Companies shall:

3.1.1 be responsible for entering and maintaining your own standing data and the correct input of transactional data on the Agency Administration System;

3.1.2 use the Agency Administration System for all of your administrative requests with the Product Providers that are participating in the Service;

3.1.3 ensure that, subject to 3.1.2, you cease to use email to send administration requests to all Product Providers that are participating in the Service so that the Product Providers do not receive duplicate administrative requests;

3.1.4 nominate one or more persons to be the principal contacts and authorised signatories between the Parties and acknowledge responsibility for the binding actions of such persons;

3.1.5 notify us as soon as reasonably practicable on becoming aware of any problem with the Service or your equipment and/or facilities that is relevant to the performance of the Service;

3.1.6 ensure proper management of Users and access control amongst your staff to achieve appropriate User access to the Agency Administration System, including without limitation, up-dating User access and permissions as required in order to reflect any changes in the status of Users;

3.1.7 ensure that all Users are properly trained in the use of the Agency Administration System prior to using the Agency Administration System and/or Service;

3.1.8 use all reasonable endeavours to keep the data held on the Agency Administration System up-to-date and accurate; and

3.1.9 use all reasonable endeavours to prevent any loss, disclosure, or unauthorised use of the Agency Administration System and notify us as soon as reasonably practicable if any unauthorised access to the Agency Administration System becomes apparent.

3.2 You acknowledge and agree that the purpose of the Service is to facilitate an efficient and effective method for the completion and submission of Agency Administration requests between Distributor Groups and Product Providers.

4. DATA PROTECTION

4.1 In this Clause 4, the terms “**controller**”, “**personal data breach**”, “**personal data**”, “**data**”, “**processing**” “**data subjects**” and “**processor**” shall have the meanings ascribed to them in the Data Protection Legislation, and “**Individual Rights**” means the rights of data subjects under the Data Protection Legislation.

4.2 Compliance by each of us with the provisions of this Clause 4 shall be at no additional cost to the other Party.

4.3 Both we and you shall comply with, we shall procure that our agents or sub-contractors shall comply with and you shall procure that your Associated Companies shall comply with, Data Protection Legislation in relation to any personal data processed in connection with this Agreement (“Protected Data”), and both we and you shall render such assistance and co-operation as is reasonably necessary or reasonably requested by the other Party and you shall procure that your Associated Companies shall render (at their own expense) such assistance and co-operation as is reasonably necessary or reasonably requested by us.

4.4 Both we and you hereby acknowledge and agree that you or your Associated Company (as the case may be) will be the controller of your Protected Data and we shall be a processor for you or your Associated Company (as the case may be) in respect of your Protected Data (or the Protected Data of your Associated Company) disclosed to us in connection with this Agreement (whether disclosed by you or otherwise). Without prejudice to the generality of Clause 4.3, we shall (and shall procure that our agents or sub-contractors shall):

4.4.1 ensure any Protected Data is only processed in accordance with the terms of this Agreement or as otherwise instructed in writing by you or an Associated Company (as the case may be), (including, on expiry or termination of this Agreement and at your or your Associated Company’s choice, the deletion or return of all Protected Data provided to OSIS by you or an Associated Company (as the case may be) under this Agreement), except for Protected Data which: (i) has been deleted in accordance with the terms of this

Agreement; or (ii) requires to be processed by OSIS under any mandatory requirement of English or EU law (“Mandatory Processing”) and OSIS shall notify you or your Associated Company (as the case may be) of any Mandatory Processing prior to such processing being carried out except where such notification is prohibited on important grounds of public interest by the relevant law imposing the Mandatory Processing;

4.4.2 ensure the use of appropriate technical and organisational measures (including but not limited to, appropriate policies communicated to OSIS' employees, management of ongoing compliance and effective security measures) in respect of any Protected Data to prevent unauthorised or unlawful processing of such Protected Data and against accidental loss, theft, or destruction of, or damage to, any Protected Data in accordance with the requirements of Article 32 of GDPR, and assists you or an Associated Company (as the case may be) in ensuring your, or your Associated Company's, compliance with the obligations pursuant to Articles 32 to 36 of GDPR taking into account the nature of the processing and the information available to OSIS;

4.4.3 ensure compliance with any instructions from you or an Associated Company (as the case may be) concerning the processing of Protected Data;

4.4.4 ensure that only such of our employees, who may be required by us to assist in meeting our obligations under this Agreement, will have access to the Protected Data and that all employees so used by us have undergone training in the law and practice of data protection and are under a binding and enforceable obligation of confidentiality in relation to the Protected Data;

4.4.5 promptly assist you or an Associated Company (as the case may be) with all notices, requests or other enquiries relating to the Individual Rights which may be received from data subjects and taking into account the nature of the processing, assist you or an Associated Company by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of your or your Associated Company's obligation to respond to requests for exercising data subjects rights as laid down in Chapter III of GDPR;

4.4.6 where any notice, request or other enquiry relating to any Individual Rights is received by us, forward such notice, request or other enquiry to you or your Associated Company (as the case may be) within two (2) Business Days and not respond to such notice, request or enquiry except on your or your Associated Company's instruction;

4.4.7 not use any Protected Data for any purposes which may be inconsistent with those notified to the data subject on or before the time of collection;

4.4.8 not disclose any Protected Data to a third party except (a) as permitted under this Clause 4.4; or (b) at the specific written request of you or an Associated Company (as the case may be); and

4.4.9 from time to time, comply with any reasonable request made by the Client or Associated Company (as the case may be) to ensure compliance with the measures in this Clause 5 and Data Protection Legislation including making available to the Client or Associated Company all information necessary to demonstrate compliance with this Clause 5, and allowing and participating in audits and inspections conducted by or on behalf of the Client or Associated Company in relation to compliance with Article 28 of GDPR, and shall immediately inform the Client or an Associated Company if in OSIS' opinion any instruction from the Client or Associated Company infringes GDPR or any other Data Protection Legislation.

4.5 We will process all Protected Data and perform the Services in accordance with all Data Protection Legislation including the keeping of such records of its processing of Protected Data under this Agreement as is required by Article 30.2 of GDPR.

4.6 We may sub-contract any of our obligations under this Agreement in respect of any Protected Data to any third party, provided that:

4.6.1 We remain responsible and liable for the sub-contractor's compliance with the terms of this Agreement, including this Clause 4; and

4.6.2 We undertake not to disclose any Protected Data to such sub-contractor unless and until such sub-contractor has entered into an agreement with us in respect of the processing of the Protected Data which imposes the same data protection obligations as are imposed on us under this Clause 4.

4.7 We warrant that your Protected Data will not be used for training purposes.

4.8 Each Party shall take all reasonable steps required and communicated in writing to it by the other Party that the other Party reasonably considers are necessary in order to comply with its own obligations under Data Protection Legislation. Subject to any timescales prescribed by any law or Regulator, each Party shall be given a reasonable timescale to comply with its obligations under this Clause 4.8.

4.9 In the event that we become aware of any personal data breach in relation to the Protected Data we shall notify such breach to you or your Associated Company (as the case may be) without undue delay and provide such information about the breach as may reasonably be requested by you or your Associated Company in relation to your notification obligations under Article 33 and 34 of GDPR.

4.10 If any data in our possession and control is lost, corrupted or rendered unusable for any reason, we shall, at no cost to you, promptly use all reasonable endeavours to restore such personal data using our back up and/or disaster recovery procedures.

4.11 Each Party shall notify the other Party immediately upon receipt of a notice from any Regulator or Government body, including the Information Commissioner, which relates directly to the processing of personal data under this Agreement.

4.12 Without prejudice to Clause 4.3, we warrant, represent and undertake to you that we shall not transfer or hold Protected Data outwith the European Economic Area without your prior written consent.

4.13 We will notify you or your Associated Company (as the case may be) promptly of any proposed changes to the technical and organisational measures referred to under Clause 4.4.2 unless such changes are, in the reasonable opinion of OSIS, minor or inconsequential.

4.14 Without prejudice to Clause 4.3, you warrant, represent and undertake to us that you shall procure and shall procure that the Associated Companies shall procure the appropriate permissions and consents from each data subject of their Protected Data (i) to the transfer and disclosure of Protected Data relating to such data subject to us and/or our agents or sub-contractors; and (ii) for us and/or our agents or sub-contractors to use and disclose such Protected Data in accordance with the uses and disclosures outlined in this Agreement.

5. WARRANTIES

5.1 We warrant that: (i) to the best of our knowledge and belief, we have full power and authority to carry out the actions contemplated by this Agreement; and (ii) we shall perform our obligations under this Agreement exercising reasonable care and skill and will use all reasonable endeavours to achieve the objectives of this Agreement.

5.2 You warrant that: (i) to the best of your knowledge and belief, you have full power and authority to carry out the actions contemplated by this Agreement; and (ii) you shall perform your obligations under this Agreement exercising reasonable care and skill and will use all reasonable endeavours to achieve the objectives of this Agreement.

5.3 We warrant to you that we will: (i) procure that our agents and employees will use reasonable skill and care in carrying out the Service and our obligations hereunder; (ii) use reasonable endeavours using commercially available virus detection software to ensure that the Agency Administration System will not be contaminated by Destructive Elements, and agree to make every reasonable effort to ensure that any such Destructive Element is removed.

5.4 The express terms of this Agreement are in lieu of all other warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise all of

which are excluded by us to the extent permitted by law; save that your statutory rights shall remain unaffected.

5.5 You warrant to us that you will: (i) perform your obligations under this Agreement; and (ii) the data you insert onto the Agency Administration System will, to the best of your knowledge and belief (which knowledge and belief shall be based on the documentation that you hold in your possession at the time when the data is added to the Agency Administration System), be accurate.

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 The Parties each undertake: (i) to keep the Confidential Information 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 8 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 Party 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 Party shall disclose Confidential Information of the other Party 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.

6.8 Confidential Information may be released with the prior written consent of the Party who is the subject of such Confidential Information or to whom the Confidential Information otherwise relates.

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; and (iv) is independently developed without access to the Confidential Information.

7. TERMINATION

7.1 This Agreement may be terminated by either you or us forthwith by notice:

7.1.1 if the other Party ceases to do business, becomes unable to pay its debts as they fall due, becomes or is deemed insolvent, has a receiver, liquidator, manager, administrator, administrative receiver or similar officer appointed in respect of the whole or any part of its assets or business except in relation to a solvent reorganisation, amalgamation or reconstruction (or is the subject of a filing with any court for the appointment of any such officer), makes any composition or arrangement with its creditors, takes or suffers any similar action in consequence of debt or an order or resolution is made for its dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction), or any equivalent or similar action or proceeding is taken or suffered in any jurisdiction and the same is not dismissed or discharged within 30 days thereafter; or

7.1.2 the other Party is in material breach of the Agreement (including the confidentiality obligations) which breach is irremediable or, if remediable, is not remedied by the defaulting Party within 30 days of being requested to do so by the other; declaring that OSIS will not be in material breach by virtue of failing to meet the Service Levels

7.2 This Agreement may be terminated by either you or us by giving three (3) months' written notice to the other party.

7.3 Termination of the Agreement, for any reason, shall be without prejudice to the rights and liabilities of either you or us which may have accrued on or at any time up to the date of termination. The provisions of Clauses 4, 6, 8, 9.4, 9.8, 9.9, 9.10 and this Clause 7 shall survive termination or expiry of this Agreement, however and whenever occurring

7.4 On termination or expiry of the Agreement in accordance with the terms of the Agreement, each Party shall immediately destroy or, at the request of the other Party, return all information and materials belonging to the other Party then in its or its contractors' possession, custody or control, including all Confidential Information of the other Party.

8. LIMITATION OF LIABILITY

8.1 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 (iv) loss of goodwill and reputation.

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 or the Associated Companies arising from (i) User error in the use of the Agency Administration System or Service; (ii) the improper or unauthorised use of the Agency Administration System or Service by you, Associated Companies or Users; (iii) incorrect or out-of-date permissions or access rights for Users in relation to the use of the Agency Administration System

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

8.4.1 the total liability of you to us (including for the avoidance of doubt any liability under any indemnity provided in the Agreement) in the aggregate shall not in any event exceed £10,000 (UK pounds sterling) per annum;

8.4.2 the total liability of us to you (including for the avoidance of doubt any liability under any indemnity provided in the Agreement) in the aggregate shall not in any event exceed £10,000 (UK pounds sterling) per annum.

8.5 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 the Agreement.

8.6 We will indemnify you against any liability arising through claims made in direct connection with this Agreement by our employees, agents or sub-contractors against you or your Associated Companies or their respective employees, agents or sub-contractors.

8.7 You will indemnify us against any liability arising through claims made in direct connection with this Agreement by your employees, agents or sub-contractors against OSIS or by your Associated Companies or their respective employees, agents or sub-contractors.

9. GENERAL

9.1 Entire Agreement: The Agreement constitutes the entire understanding between you and us relating to the subject matter of the 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.

9.2 No Waiver: No delay or failure by either Party in exercising or enforcing any of its rights or remedies under the Agreement will prejudice or restrict its rights, nor will any waiver of rights by a Party operate as a waiver of subsequent rights.

9.3 Force Majeure: Neither Party shall be liable for any delay in performing, or for failure to perform, its obligations under the Agreement if the delay or failure results from any cause or circumstance beyond its reasonable control, including any breach or non-performance of the Agreement by the other Party ("Force Majeure Event"), provided the same arises without the fault or negligence of such Party. If a Force Majeure Event occurs, the date(s) for performance of the obligation affected shall be postponed for as long as is made necessary by the Force Majeure Event, provided that, if a Force Majeure Event substantially prevents, hinders, or delays the affected Party's ability to perform its obligations under this Agreement for more than one calendar month, then the Party not affected by force majeure events shall be entitled to terminate this Agreement by providing the affected Party with a written notice of termination.

9.4 Notices: Your address and email address shall be given to us in the Agency Administration registration process, our address shall be Origo Secure Internet Services Limited, 7 Lochside View, Edinburgh Park, Edinburgh, EH12 9DH and our email address shall be agency@origoservices.com. Notices to be given under the Agreement must be in writing and sent to the address of the recipient set out in the Agreement, or any other address which the recipient may tell the other in writing. Any notice may be delivered by hand

personally or sent by first class prepaid letter (within the United Kingdom) or airmail (if overseas) or by facsimile or by electronic mail and will be treated as served: if by hand, when delivered; if by first class post, 48 hours after posting; if by airmail, 6 business days after posting; 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, when it is first stored in the other Party's electronic mailbox, evidenced by the sender's electronic delivery receipt.

9.5 Amendment: The Agreement may be amended only in writing by the authorised representatives of the Parties or by an exchange of emails between the authorised representatives of the Parties.

9.6 Assignment: The Agreement is personal to you. You shall not assign, novate or otherwise dispose of the Agreement or any part thereof, or purport to do so, without the prior consent in writing of us (such consent not to be unreasonably withheld, delayed or conditioned). We shall be entitled to assign, novate or otherwise dispose of our rights under the Agreement or any part thereof to any third party by giving you prior written notice of such assignment, novation or other disposal. Except that where such third party is in your reasonable opinion a competitor of you and you wish to terminate the Agreement, you will be entitled, within 30 days from the date of any such written notice by us to you, to terminate the Agreement with immediate effect

9.7 Independent Contractor: Both we and you are independent contractors, and the Agreement does not create a partnership, agency, joint venture or employment relationship between us and you. We shall not hold ourself out as having such a relationship with you nor have any right or power to bind you to any obligation or incur any liability on behalf of you.

9.8 Survival of Clauses: If any of the Clauses or other provisions of the Agreement are found by an arbiter, court or other competent authority to be void or unenforceable, such provision shall be deemed to be deleted from the Agreement but the remaining provisions of the Agreement shall continue in full force and effect insofar as they are not affected by any such deletion. In the event of any such deletion, both we and you shall negotiate in good faith with a view to replacing the provisions so deleted with legal and enforceable provisions that have similar economic and commercial effect to the provisions so deleted.

9.9 Rights of Third Parties: The 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 a Party, except a permitted successor or assignee of the Parties under Clause 9.5 above shall be entitled to enforce the rights or benefits of the Agreement and we shall be entitled to enforce the rights or benefits of the Agreement against said permitted successor or assignee of you.

9.10 Governing Law and Jurisdiction: The Agreement shall be considered as a contract made in England and according to 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 hereby irrevocably submit. The Agreement is binding upon us and our successors and permitted assignees and upon you and your successors and permitted assignees.

10. DEFINITIONS AND INTERPRETATION

10.1 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 10:

'Acceptance'	means the online acceptance process via the Agency Administration Website whereby one of your authorised signatories accepts the terms of this Agreement on behalf of the Client by clicking the "I accept" button which is displayed to him/her;
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'Agency Administration System'	means the web based software system owned and operated by us which will be made available to you and your Associated Companies in accordance with the terms of this Agreement;
'Agency Administration Website'	means the website operated by us for the provision of the Service and located at or such other website as we may advise from time to time;
'Appointed Representative (AR)'	means a firm providing financial advice on products and services, which is not itself directly regulated and must be a member of a Network;
'Associated Company'	means any holding company from time to time of the Client or any subsidiary from time to time of the Client or of any such holding company (as defined by section 1261 of the Companies Act 2006 as amended, modified or re-enacted from time to time) and Associated Companies shall be construed accordingly;
'Authorised Signatory'	means a person nominated by the Principal of the Distributor Group who has been given the responsibility and authority to approve change of bank account and transfer of business administration requests on behalf of the Distributor Group;
'Client'	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 Users are accessing the Agency Administration System and using the Service;
'Data Protection Legislation'	means GDPR and the successor legislation to the Data Protection Act 1998 together with any applicable law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction which relates to the protection of individuals with regards to the Processing of Personal Data to which a party is subject;
'Destructive Elements'	means computer code that a reasonable software developer exercising good industry practice would be able to recognise and avoid/remove and: (i) is designed to disrupt, disable, harm or otherwise impede in any manner, including aesthetic disruptions or distortions, the operation of software, firmware, hardware, computer system or network (sometimes referred to as "viruses" or "worms"); (ii) would disable or impair software, firmware, hardware, computer systems or networks in any way where such disablement or impairment is caused by the elapsing of a period of time, exceeding an authorised number of copies, advancement to a particular date or other numeral (sometimes referred to as "time bombs", "time locks" or "drop dead" devices); (iii) would permit OSIS to access software, firmware, hardware, computer systems or networks to cause such disablement or impairment (sometimes referred to as "traps", "access codes" or "trap door" devices); or (iv) which contains any other similar harmful, malicious or hidden procedures, routines or mechanisms which would cause such programs to cease functioning or to damage or corrupt data, storage media, programs, equipment or communications or otherwise interfere with operations;
'Directly Authorised Adviser Firm (DA)'	means a firm providing financial advice on products and services, which is directly authorised and regulated by the FSA and takes full responsibility for its own conduct of business;
'Distributor Group'	means any Directly Authorised Adviser Firm, Network and its Appointed Representatives, or Service Provider that provides services to Directly Authorised Adviser Firms;
'GDPR'	means the General Data Protection Regulation (GDPR) Regulation (EU) 2016/679;
'Network'	means a firm which provides a variety of services to its AR members. The Network is directly authorised and regulated by the FSA and takes responsibility for the conduct of business of its AR members;
'Parties'	means OSIS and the Client and "Party" shall be construed accordingly;
'Product Providers'	means financial services, insurance, pension and investment companies that conduct business with Distributor Groups;

'Service Provider'	means a firm that provides a variety of support services such as compliance and training to its DA customers. Service Providers are typically not authorised by the FSA;
'Service'	<p>means the Agency Administration Service available via the Agency Administration Website, as amended by us from time to time, which allows Distributor Groups and their authorised Users to initiate administration requests directly to Product Providers and; allows Product Providers and their authorised users in return to respond to submitted administration requests via the Service. As at the Effective Date the Service provides the following functions:</p> <ul style="list-style-type: none"> • Organisation Setup and User Administration; • Maintenance of Organisation Contact Details and Panels; • Request Additional Agency Codes; • Request Change of Membership: • Joiners; • Leavers; • Panel Membership Changes; • Closure of Agencies; • Change of Address; • Change of Bank Account; • Transfer of Business (Firm and Advisor Level Transfers); • Product Provider Management Information; • Origo Management Information;
'Users'	means your staff and the staff of your Associated Companies who will have access to and use of the Agency Administration System and/or Service.

10.2 In this Agreement, unless inconsistent with the context or otherwise specified:

10.2.1 The (i) masculine includes the feminine and neuter, and (ii) singular includes the plural and vice versa.

10.2.2 Headings are included in this Agreement for ease of reference only and shall not affect the interpretation or construction of this Agreement.

10.2.3 A reference to any statute, enactment, ordinance, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, ordinance, order, regulation or instrument as amended by any subsequent statute, enactment, ordinance, order, regulation or instrument or as contained in any subsequent re enactment thereof.

10.2.4 References to: (i) "Clauses" are references to the clauses of this Agreement; (ii) "persons" are to individuals, bodies corporate, firms, other unincorporated associations and governmental or supra-national authorities, and (iii) "Agreement" are to this Agreement together with any other contracts or documents which are expressly referred to in this Agreement as forming part of this Agreement.