

FSA REGISTER EXTRACT SERVICE CONTRACT

AN AGREEMENT made between **Financial Services Authority Limited (FSA)** of 25 The North Colonnade, Canary Wharf, London E14 5HS and

(the Subscriber)

Specific Conditions

1. FINANCIAL SERVICES AUTHORITY REGISTER EXTRACT SERVICES

The FSA will supply the Subscriber with the service described in paragraph 3 ("the Service").

2. COMMENCEMENT AND TERM OF AGREEMENT

The Agreement will take effect from the date of signature by FSA below, providing the initial Subscription as set out below has been paid in full, for the duration of the period from date this Agreement takes effect to 31 August 2008 (the 'Initial Period'), and will continue for successive one year terms until the Agreement is terminated in accordance with the General Conditions. If the initial Subscription has not been paid by the date of signature by FSA the Agreement will come into effect on the date that the initial Subscription has been received by FSA.

3. THE SERVICE

The service shall comprise the provision of a data licence for use of the data from the FSA Register Extract (data covering firms and individuals) provided, as specified in the Subscribers' Handbook, issued by FSA and amended or superseded from time to time. FSA will provide the data to Spectrum Data Management ("SDM"), who will supply to, and regularly update for, the Subscriber, the data from the FSA Register Extract. For the avoidance of doubt the services of SDM do not form a part of the Service provided by FSA. FSA will provide the Subscriber with a Subscriber Handbook, and any amendments from time to time, giving layouts of the files that will be contained in the data extract.

4. THE CHARGES

The Subscriber will pay FSA the Subscriptions listed below and any applicable value added tax thereon in sterling.

5. FSA GENERAL CONDITIONS

THE GENERAL CONDITIONS OVERLEAF FORM AN INTEGRAL PART OF THIS AGREEMENT AND SHOULD BE READ BY THE SUBSCRIBER BEFORE EXECUTING THIS AGREEMENT. THE SPECIFIC CONDITIONS AND THE GENERAL CONDITIONS ARE REFERRED TO TOGETHER AS 'THE AGREEMENT'.

6. SUBSCRIPTIONS

'The Subscriptions' include the initial Subscription and each annual Subscription. The initial Subscription is £ + VAT to cover the Initial Period. Annual Subscriptions thereafter shall be £ + VAT (unless a change has been notified in accordance with the General Conditions) to cover each successive one year term of the Service.

SUBSCRIBER

FSA

Authorised signature
Name of signatory
Position
Date
	Day Month Year	Day Month Year

The Subscriber should sign two copies of this Agreement and both should then be sent to the Central Register Manager, FSA. One of the copies will be signed by FSA.

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1) THE SERVICE

The Service is supplied on condition that the Subscriber:

General Conditions

- a) will not use or permit the use of information contained in the Service for any illegal or improper purpose;
- b) will use the information received as part of the Service only in the ordinary course of its own business (which shall not include redissemination for commercial purposes);
- c) makes no copies of the data without the permission of FSA;
- d) makes no more than one hard copy from the data and no copies of the list without the permission of FSA;
- e) complies with the terms of the Data Protection Act 1998 and any other relevant data protection legislation;
- f) allows FSA complete editorial freedom in the form and content of the Service and may alter the same from time to time;
- g) warrants and undertakes that neither it, nor any of its associated or subsidiary companies, is or will be vendors of the information contained in the Service.

2) LIABILITY

- a) FSA will make every reasonable effort to ensure the accuracy and reliability of the information provided to SDM as part of the Service.
- b) The Subscriber accepts that neither FSA, nor any of its employees, agents and subcontractors:
 - i) can guarantee the accuracy and reliability of the information provided by SDM to the Subscriber nor that the method of provision of data by SDM will be suitable for any particular computer or application which the Subscriber may use;
 - ii) shall be held liable in negligence or otherwise to the Subscriber for any loss or damage arising from any faults or delays in the delivery of, or the unavailability of, the Service or for any inaccuracies or omissions in the information contained in the Service howsoever such faults, delays, inaccuracies or omissions arise;
 - iii) shall have any liability for any loss or for any failure to perform any of its obligation hereunder due to causes beyond FSA control including, but without limitation, industrial disputes of whatever nature, acts of God, hostilities, force majeure or any circumstances which FSA could not reasonably foresee and provide against;
 - iv) shall be liable, in any circumstances, for any special, incidental, indirect exemplary, punitive or consequential damages whatsoever in respect of the provision of the Service regardless of any negligence by FSA or any of its employees, agents and subcontractors.

3) THE CHARGES

- a) The Subscriber will pay the Subscriptions set out in paragraph 6 of the Specific Conditions. For each Subscription FSA will raise an invoice for the full amount due. The Subscriber will pay each Subscription in accordance with the requirements of the relevant invoice.
- b) The Subscriptions are in all cases payable in full by the Subscriber to the FSA without any deduction, in particular for taxes and duties. In addition to the Subscriptions the Subscriber must pay to FSA, or to a taxing authority as appropriate, any sales, use, value added, property or similar tax, payable in respect of each Subscription or part thereof and any provision of other services pursuant to this Agreement.
- c) The Subscriber will, unless (d) applies, pay:
 - i) the initial Subscription by the date of this Agreement;
 - ii) the first annual Subscription by the last day of the Initial Period (the 'Annual Payment Date');
 - iii) each subsequent annual Subscription by the anniversary of the Annual Payment Date prior to the one year term to which the annual Subscription relates; and
 - iv) any additional amount payable under (b) by the same dates in (i) to (iii) as apply to the Subscriptions to which the additional amount relates.
- d) If the FSA invoice in relation to a particular Subscription is sent to the Subscriber after a date which is 28 days prior to the relevant payment date set out in (c), the Subscriber must pay the relevant Subscription (and any additional amounts in (b)) within 28 days of the date of the invoice instead of by the dates in (c).
- e) In addition to any other remedy FSA may have under this Agreement, FSA may charge the Subscriber interest on any amounts that are not paid by the dates in (c) or within the 28 days, as applicable, at a rate of 2% a month above the minimum-lending rate, from time to time in force.
- f) FSA may at any time on not less than two calendar months notice change the Subscription payable for one or more of the Services and at the expiry of the period of notice the annual Subscription for each following one year term, will be adjusted accordingly.

4) TERMINATION AND SUSPENSION

- a) FSA may, without penalty and in addition to any other remedies available to it, withdraw the Service or any part of the Service, if in FSA's reasonable opinion the Subscriber is in breach, to a material extent, of any provision in this Agreement relating to the use of the Service. The Service shall be restored to the Subscriber if, in FSA's reasonable opinion, the Subscriber has remedied the breach within a reasonable period and FSA has received from the Subscriber satisfactory assurances as to the Subscriber's use of the Service in future.
- b) In addition to any other remedy it may have FSA may terminate this Agreement immediately without further obligation to the Subscriber in the event of:
 - i) breach by the Subscriber of any of its obligations in paragraph 1 and/or breach of the Subscriber's obligation to pay any of the Subscriptions, or any other charges specified in this Agreement, in full, by the due dates set out in paragraph 3;
 - ii) any other breach of this Agreement by the Subscriber which cannot be remedied or is not remedied within one calendar month of the Subscriber being requested to do so;
 - iii) the Subscriber making any composition with or assignment for the benefit of its creditors;
 - iv) any resolution being passed or petition being presented to wind-up the Subscriber's business (otherwise than for reconstruction or amalgamation) or a receiver, manager, administrative receiver or administrator being appointed in respect of the whole or part of the Subscriber's assets or the Subscriber, being an individual, (or, if the Subscriber is a firm, any partner in that firm) committing any act of bankruptcy or any petition or receiving order in bankruptcy being presented or made against him;
 - v) the Subscriber taking or suffering any similar action to those mentioned in sub-paragraphs (iii) and (iv) above in consequence of debt; or
 - vi) the occurrence of events comparable to those described in sub-paragraphs (iii) to (v) in any other jurisdiction.
- c) Either party may terminate this Agreement on not less than two months written notice prior to the expiry of the Initial Period or any successive one year term.

General Conditions

- d) In addition to any other remedy it may have the Subscriber may terminate this agreement on the date on which any increase or alteration in the Service would have become effective. In addition to any other remedy it may have, FSA may terminate this Agreement immediately on the provision of written notice, if the Subscriber notifies the FSA of its objection to any change of the terms of this Agreement, notified to the Subscriber in accordance with paragraph 5(e), in which case FSA's only obligation will be to reimburse the Subscriber for any unused part of the Subscription remaining.
- e) Where the operation of the Service or part thereof depends on agreements between FSA and third parties and such agreements are terminated in whole or in part for any reason, FSA may immediately terminate this Agreement or the relevant part thereof and upon such termination its only obligation to the Subscriber is to return any unused portion of the Subscription remaining.
- f) Subject to any other terms imposing additional liability, the Subscriber and FSA agree that a realistic estimate of FSA loss arising from the Subscriber's breach of any provision within this Agreement shall amount to the Subscription payable from the date of breach to the next date on which this Agreement could be terminated by notice less 5% for accelerated receipt, and in the event of any such termination the Subscriber shall pay the amount of this estimate as liquidated damages.
- g) All disclaimers by and indemnities in favour of either party shall survive the termination of this Agreement.

5) GENERAL

- a) Failure by either party to exercise any right or remedy under these conditions does not signify acceptance of the event giving rise to such right or remedy.
- b) All notices (other than notice given by FSA under paragraph 3(f)) shall be sent by registered post to the addresses specified in this Agreement or such other addresses as may be notified in accordance with this paragraph.
- c) This Agreement shall be governed by English law and comes under the exclusive jurisdiction of the courts of England and Wales. No translation of this Agreement out of the English language shall have any validity.
- d) Neither party may transfer its rights or duties hereunder without the prior written consent of the other.
- e) The FSA may change any of the terms of this Agreement on the provision of two months written notice to the Subscriber. The proposed change will come into effect upon the expiry of two months notice in the absence of any written objection notified to the FSA by the Subscriber. Continued use of the Service following the expiry of the notice period constitutes acceptance of the change.
- f) The Subscriber hereby acknowledges and agrees that it has not entered into this Agreement in reliance upon any other warranty or representation made by FSA and that this Agreement contains the entire understanding of the parties to the exclusion of any and all prior or collateral agreements or understanding, whether oral or written. No subsequent variation of this Agreement shall have effect unless expressly agreed to in writing by both parties.
- g) The descriptive headings of the several clauses and paragraphs of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.
- h) If any paragraph, sub-paragraph or term of this Agreement, not being of a fundamental nature, be held to be illegal or unenforceable, the validity and enforceability of the remainder of this Agreement shall not be affected.
- i) Terms defined in any part of this Agreement shall have the same meaning in all parts of the Agreement, unless otherwise indicated.
- j) No person not a party to this Agreement shall have any rights to enforce it by virtue of the Contracts (Rights of Third Parties) Act 1999.