

## AIXIGO AG

### Terms of Service

In consideration of the mutual promises set out herein, these terms of service form a legally binding agreement (the "**Agreement**") between you (the "**Financial Advisor**") and aixigo AG ("**aixigo**").

aixigo's primary business is the provision of financial advice software services ("**Services**") accessible via a platform ("**Platform**") to assist financial advisors to engage with and provide financial advice services to their customers.

This Agreement describes the parties' rights and responsibilities in respect of the Services. By using the Services, Financial Advisor is deemed to accept this Agreement and shall be bound by the following terms:

#### 1. Financial Advisor's relationship with aixigo and these terms of service

- 1.1 The Services are provided by aixigo AG, a company incorporated and registered in Germany whose registered office is at Karl-Friedrich-Str. 68, 52072 Aachen, Germany.
- 1.2 Financial Advisor acknowledges that aixigo is not regulated by the Financial Conduct Authority (the "**FCA**") and that neither aixigo, nor the Services (including the Platform) will communicate financial promotions, provide investment advice to Financial Advisor or its actual or potential customers ("**Customers**") or arrange deals for Financial Advisor or its Customers.
- 1.3 Financial Advisor acknowledges that:
  - (a) the Services are merely provided as a resource for use as part of its business; and
  - (b) as between itself and aixigo, Financial Advisor has sole responsibility for the content of communications with Customers, its delivery of its financial promotions and advice, and its advisory or dealing services in compliance with the terms of its regulatory licence and all applicable regulatory or legal requirements.
- 1.4 aixigo gives no representation or warranty that the Platform will deliver outcomes that are compliant with the regulatory or legal requirements applicable to Financial Advisor or its services and Financial Advisor is responsible for assessing and determining the Services' role in supporting Financial Advisor to provide compliant outcomes to its Customers. Financial Advisor further agrees that by using the Services it is not delegating its regulatory duties to aixigo.
- 1.5 Financial Advisor warrants that it has the right, power, and ability to enter into and perform its obligations under this Agreement and that its use of the Services will comply with this Agreement.

#### 2. Description of the Services

- 2.1 The Services shall be comprised of the following:
  - (a) supporting and hosting the Platform;
  - (b) making automated software and application-based tools available through the Platform to support Financial Advisor with delivering its services to Customers; and

- (c) such other services as aixigo may, at its discretion, make available from time to time (including where applicable the Premium Services).

### **3. General provisions regarding the Services**

- 3.1 The Services do not comprise of the receipt or transmission of orders and Financial Advisor shall arrange for the execution of investments for its Customers and Financial Advisor shall be solely responsible for the determination of assets within its model portfolios.
- 3.2 Financial Advisor acknowledges and agrees that aixigo shall not have a relationship with Customers with regard to their receipt of investment services and Financial Advisor shall not name or refer to aixigo as having any such relationship.
- 3.3 Financial Advisor shall not:
  - (a) except as expressly permitted by this Agreement, permit any third party to access or use the Services or use the same on behalf of any third party (other than in the performance of its services for Customers);
  - (b) attempt to gain access to the source code for the Services or reverse engineer, modify or decompile any software incorporated in the Services (except to the extent permitted by law where such right cannot be excluded); or
  - (c) use the Services to upload, post or publish any content that infringes any intellectual property rights or data protection rights of any other person or any content which is obscene, discriminatory, knowingly false or defamatory.
- 3.4 Financial Advisor shall be solely responsible for managing and resolving any Customer complaints in relation to its services and aixigo shall refer any Customer complaints it receives to Financial Advisor.
- 3.5 To use the Services, Financial Advisor must enter an email address and create a password to access the Platform. aixigo expressly disclaims any responsibility or liability for the security of any password selected by a Customer and does not make any representation or guarantee that the password will not be defeated by any unauthorised third party.

### **4. Premium Services**

- 4.1 From time to time, aixigo may designate certain features of the Platform and / or certain Services as "**Premium Services**". To access and use the Premium Services, Financial Advisor must agree to pay the then-current monthly cost as published on the Platform (the "**Premium Fee**").
- 4.2 Financial Advisor may select to use the Premium Services through its account on the Platform. Access to the Premium Services shall commence on the date Financial Advisor first chooses to use the Premium Services, and aixigo shall be entitled to issue an invoice for the Premium Fee on such date (and on or about the same date of each month thereafter until Financial Advisor's access to the Premium Services ceases). Financial Advisor shall pay such invoice on receipt in accordance with the instructions provided by aixigo.
- 4.3 In addition to any other rights it may have under law or this Agreement, aixigo may suspend or terminate Financial Advisor's access to the Premium Services until each valid invoice for the Premium Fee is paid in full.

- 4.4 The Premium Fee is exclusive of value added tax and Financial Advisor shall pay any applicable tax in addition to the Premium Fee as indicated in the relevant invoice.
- 4.5 Financial Advisor may choose to cease its access to the Premium Services at any time by following the instructions in its account on the Platform. Any pre-paid Premium Fee shall not be refundable except as expressly provided in this Agreement. Upon any termination of access to the Premium Services, Financial Advisor shall be entitled to continue using the non-Premium Services in accordance with this Agreement.

## 5. Intellectual Property

- 5.1 Financial Advisor acknowledges and agrees that aixigo and/or its licensors own all intellectual property rights in the Services, including the Platform. Except as expressly stated in this Agreement, this Agreement does not grant Financial Advisor any rights to, or in, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other intellectual property rights or licences in respect of the Services.
- 5.2 Financial Advisor is granted a limited, non-exclusive, royalty-free, non-sublicensable, non-transferable right to access and use the Services (including the Platform) solely for the purpose of providing its services to its Customers of the duration of this Agreement.

## 6. Data protection

- 6.1 In this clause 6:
- (a) **"Data Protection Legislation"** means to the extent applicable to this agreement, (i) the United Kingdom General Data Protection Regulation ("**UK GDPR**"), the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003, and the Security of Network & Information Systems Regulations 2018, all as amended and/or replaced, and in force from time to time, (ii) the General Data Protection Regulation 2016 (EU) 2016/679 and all other applicable laws and regulations relating to data protection and privacy, and (iii) all related statutory codes of practice and guidance issued by any relevant supervisory authority; and
- (b) the terms "**personal data**", "**process**" and "**processor**" shall have the meanings given in the applicable Data Protection Legislation.
- 6.2 Each party shall:
- (a) at all times during the term of this Agreement, comply with the Data Protection Legislation; and
- (b) to the extent applicable under the Data Protection Legislation, obtain and maintain all appropriate registrations required in order to allow that party to perform its obligations under this Agreement.
- 6.3 The parties acknowledge that Financial Advisor is the controller, and aixigo is the processor, of any personal data processed through the Services.
- 6.4 Financial Advisor warrants it is lawfully entitled to disclose personal data to aixigo in connection with this Agreement.
- 6.5 Financial Advisor shall not do any act or make any omission which would:

- (a) put aixigo in breach of its obligations under Data Protection Legislation; or
- (b) impact the confidentiality, integrity and availability of systems used to process personal data.

6.6 The parties acknowledge that the types of personal data processed pursuant to this Agreement (including the subject matter, duration, nature and purpose of the processing and the categories of data subject) are as described in this clause 6.6:

- (a) the subject matter of the processing is personal data processed in relation to aixigo's provision of the Services to Financial Advisor;
- (b) the types of personal data are personal or work details (title, first name, last name), contact information (e.g., email address, phone number), employer, ID data, nationality, goods and services provided, financial information (bank or credit/debit card details) of Customers;
- (c) the duration of the processing is until the earliest of termination of this Agreement in accordance with its terms or the date upon which processing is no longer necessary for the purposes of either party performing its respective obligations under this Agreement (to the extent applicable);
- (d) the nature of the processing is collection, storage, duplication, electronic viewing, analysis, disclosure, deletion and destruction;
- (e) the purpose of the processing is administration and provision of the Services,; and
- (f) the categories of data subjects are Customers.

6.7 In relation to all personal data provided or made available to aixigo by or on behalf of Financial Advisor, aixigo:

- (a) shall only process such personal data in accordance with this Agreement and Financial Advisor's lawful instructions issued from time to time (including any instruction to rectify, delete, block, destroy, disclose, share or return any such personal data);
- (b) shall promptly inform Financial Advisor if, in aixigo's opinion, any instructions given to it by Financial Advisor in relation to the processing of such personal data under this Agreement infringe any Data Protection Legislation;
- (c) shall implement and operate, and shall procure that any permitted sub-processor implements and operates, appropriate technical and organisational measures to ensure a level of security appropriate to the risks that are presented by any processing of such personal data, in particular protection from accidental loss or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed by aixigo pursuant to this Agreement;
- (d) shall only transfer personal data to a country or territory outside the United Kingdom or European Economic Area (as applicable) if adequate contractual or other assurances have first been put in place such as will enable each party to comply with the requirements of the Data Protection Legislation;
- (e) shall at Financial Advisor's cost, as soon as reasonably practicably following, and in any event within ninety (90) days of, termination or expiry of this Agreement or completion of the Services, delete or return to Financial Advisor (at Financial

Advisor's direction) all personal data (including copies thereof) processed pursuant to this Agreement;

- (f) shall at Financial Advisor's cost, provide reasonable cooperation and assistance to Financial Advisor in ensuring compliance with:
  - (i) Financial Advisor's obligations to respond to any complaint or request from any applicable data protection authority or data subjects seeking to exercise their rights under any Data Protection Legislation as they relate to this Agreement;
  - (ii) Financial Advisor's obligations set out under Articles 32 – 36 of the GDPR to:
    - (A) ensure the security of the processing;
    - (B) notify the relevant supervisory authority and any data subjects, where relevant, of any personal data breach;
    - (C) carry out any data protection impact assessments ("**DPIA** ") on the impact of the processing on the protection of personal data; and
    - (D) consult the relevant supervisory authority prior to any processing where a DPIA indicates that the processing would result in a high risk in the absence of measures taken by Financial Advisor to mitigate the risk; and
- (g) shall at Financial Advisor's cost make available to Financial Advisor all information reasonably required by Financial Advisor to demonstrate aixigo's compliance with its obligations set out in this clause 6.

6.8 Financial Advisor grants a general authorisation to aixigo to appoint third party data centre operators, outsourced support providers and other providers as sub-processors to support the performance of the Services. aixigo shall provide details of its sub-processors on request, and shall notify Financial Advisor of any intended changes to such sub-processors. Financial Advisor shall be entitled to object to such change.

6.9 aixigo shall ensure that any sub-processor it engages to provide an aspect of the Services on its behalf in connection with this Agreement does so only on the basis of a written contract which imposes on such sub-processor substantially the same terms as those imposed on aixigo in this Agreement (the "**Relevant Terms** "). aixigo shall be liable to Financial Advisor for any breach by such person of any of the Relevant Terms.

6.10 Financial Advisor may exercise its right of audit under the Data Protection Legislation, through aixigo providing at Financial Advisor's cost:

- (a) an audit report not older than 18 months by a registered and independent external auditor demonstrating that aixigo's technical and organizational measures are sufficient;
- (b) additional information in aixigo's possession or control to an applicable data protection regulatory body when it requests or requires additional information in relation to the data processing activities carried out by aixigo under this Agreement; and
- (c) as otherwise may be required in order to comply with, and only to the extent required by, Data Protection Legislation.

## 7. Warranties and Liability

- 7.1 aixigo warrants that the Services shall be provided with reasonable care and skill. Except as expressly set out in this Agreement, no implied conditions, warranties or other terms, including any implied terms relating to satisfactory quality or fitness for any purpose, will apply to the Services or to anything supplied or provided by aixigo under this Agreement.
- 7.2 aixigo does not limit its liability for: (i) death or personal injury caused by its negligence; (ii) fraudulent misrepresentation or for any other fraudulent act or omission; or (iii) any other liability which may not lawfully be excluded or limited.
- 7.3 Subject to clause 7.1, aixigo's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to £100.

## 8. Term and termination

- 8.1 This Agreement will come into effect on the date on which Financial Advisor elects to start receiving the Services.
- 8.2 Financial Advisor may terminate this Agreement at any time by deleting its account with aixigo. If Financial Advisor terminates this Agreement, any pre-paid Premium Fee shall not be refunded.
- 8.3 aixigo may terminate this Agreement at any time by giving written notice to the Financial Advisor (including notice through the Platform). aixigo shall use its reasonable endeavours to provide Financial Advisor with advance notice of such termination, where practicable. If aixigo terminates this Agreement, aixigo shall refund any pre-paid Premium Fee on a pro-rated basis.

## 9. Other provisions

- 9.1 **Confidentiality.** Each party agrees that it shall not at any time disclose to any person any confidential information of the other party, except:
- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of providing or receiving the Services (as applicable); and
  - (b) as may be required by any applicable law, a court of competent jurisdiction or any governmental or regulatory authority.

Neither aixigo nor Financial Advisor shall use the other party's confidential information for any purpose other than for the purposes of providing or receiving the Services (as applicable).

- 9.2 **Governing law and jurisdiction.** This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.
- 9.3 **Entire agreement.** This Agreement constitutes the entire agreement between aixigo and Financial Advisor and supersedes and extinguishes all previous agreements, promises,

assurances, warranties, representations and understandings between the parties, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

- 9.4 **Waiver.** aixigo's failure to exercise or enforce any right under this Agreement shall not be deemed to be a waiver of any such right or prevent aixigo from exercising or enforcing this Agreement at any time.
- 9.5 **No third-party rights.** This Agreement does not confer any rights on any person or party (other than the parties to this agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 9.6 **Severance.** If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.