

## SCHEDULE 1

### Important information about Personal Data we process as part of our Services

1. As part of the Services we provide to you, we may need you to supply personal data to us including to satisfy client on-boarding, KYC, AML and due diligence requirements that include but are not limited to the rules of the United Kingdom of England and Wales but also any rules of third-party providers and Registered Agents. We act as a “data controller” in respect of such personal data and will use it in accordance with our Privacy Policy.
2. Where we process personal data as part of providing Company Services to you, we will either do so as a “data controller” (where we determine the personal data that we need to provide the Company Services, for example, when we are providing company formation, registration, audit or other advisory services) but we may also act as a “data processor” (where we process personal data on your instructions, for example, when we are providing compliance services for a Company). Where we process personal data as a data controller in order to provide Company Services to you, our legal basis for processing is to perform our contract with you and we will use your personal data in accordance with our Privacy Policy. Where we process personal data as a data processor, our rights and responsibilities to you in respect of your or your clients’ data are as set out in Annex 1 to this Schedule.
3. Specific purposes for which we may need to collect and process personal data as part of the Company Services include as follows:
  - Incorporation of UK legal entities
  - Incorporation of international legal entities
  - Provision of ongoing UK address services
  - Provision of ongoing international address services
  - Company Secretarial services
  - Company file maintenance
  - Compliance services
  - Processing of personal data for the purpose of taking payment for goods and services via a credit or debit card
  - Processing of personal data provided and passing to Companies House for incorporation
  - Processing of personal data provided and passing to International Registered Agents for incorporation and maintenance
  - Processing of personal data provided and passing to International Registries for incorporation and maintenance
4. The types of data subject for whom we may need to collect personal data include individuals being appointed to companies as a Director or Secretary or being named as a Shareholder, Beneficial Owner or Person of Significant Control.
5. The types of personal data we may need to collect and process to provide Company Services include but are not limited to:
  - Full Name
  - Addresses (current and previous residential addresses)
  - Date of Birth
  - Place of Birth
  - Telephone Number
  - Email Address
  - Mother's maiden name
  - Father's forename
  - Passport number
  - NI number
  - Financial information
  - Bank Details
6. We take our obligations of confidentiality and the protection of personal data very seriously. We will not, therefore, sell or make personal data available to any third party without your prior consent except as required to perform the Company Services, as set out in our Privacy Policy or as required by law. You acknowledge that, in order to perform Company Services, we may be required to share personal data with Registries and regulated organisations worldwide. We will only share personal data with such parties to the extent strictly necessary to perform the Company Services.

7. Where you request the formation of a Company for your personal benefit, and not as a professional intermediary on behalf of others, we will need to process any personal data you have provided. If you have any queries about the manner in which personal data will be processed by us or your rights in relation to such processing you should contact us via our contact form or on our telephone number, both of which are accessible on our Site.
8. If you have provided to us personal data relating to a third party (for example, details of any other individual being appointed to a Company or where you request formation of a Company on behalf of a client), you must have in place all necessary appropriate consents and notices to enable lawful transfer of such personal data to us and to allow us to use such personal data to perform the Services (including to share it with third parties where required as part of the Company Services) – please see clauses 13.7 and 13.8 of our Terms and Conditions of Service.
9. As a regulated Company Service Provider, we have an ongoing responsibility to perform onboarding, KYC and regular due diligence checks on any Company (and its officers and beneficial owners) to provide Company Services. Your acceptance of our Terms and Conditions of Service authorises us to perform these checks and provide ongoing Company Services. In the event that any of our checks uncover information outside of our risk appetite then we reserve the right to terminate our Company Services without notice and without refund.
10. We may require you to provide evidence of your identity and address in the form of original certified documents to satisfy our internal Anti-Money Laundering procedures. Failure to comply with any request for such documents within a reasonable time frame (specified at the time of any request) may result in the termination of our Company Services. No refund shall be given for the termination of our Company Services resulting from your failure to satisfactorily comply with our Anti-Money Laundering procedures.

## Annex 1 – Data Processing Agreement

1. To the extent that you provide personal data for us to use to perform Company compliance services for you (where we process personal data on your instructions), you acknowledge that you will be the controller and we will be a processor. Where you provide personal data for us to use to perform Company compliance services for your clients, you acknowledge that your client will be the controller, you will be a processor and we will be a sub-processor. This Annex 1 will apply to all personal data for which we act as a processor or sub-processor.
2. The table below sets out the scope, nature and purpose of processing by us, the duration of the processing and the types of personal data and categories of data subject.
3. We shall, in relation to any personal data we process on your behalf under this Annex 1:
  - a) process the personal data only on your written instructions. You and we agree that this Agreement sets out your complete instructions to us in relation to the processing of personal data and processing outside the scope of these instructions (if any) shall require prior written agreement between us;
  - b) ensure that we have in place appropriate technical and organisational measures to protect the personal data against any unauthorised or unlawful processing and against any accidental loss, destruction or damage;
  - c) ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential;
  - d) notify you if we receive a request from a data subject and assist you, at your cost, in responding to any request from a data subject (whether made to you or us);
  - e) assist you, at your cost, in ensuring compliance with your obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
  - f) notify you without undue delay on becoming aware of a personal data breach;
  - g) maintain complete and accurate records and information to demonstrate our compliance with this paragraph 1.3 and allow you to conduct audits as reasonably required;
  - h) notify you immediately if, in our opinion, an instruction from you infringes any provision of the Data Protection Legislation;
  - i) except as set out in paragraph 1.5 below, not transfer any personal data outside of the UK or European Economic Area unless we have obtained your prior written consent and one of the following conditions has been fulfilled:
    - i. the UK government or the European Commission has decided that the country to which personal data is to be transferred ensures an adequate level of protection; or
    - ii. we have provided appropriate safeguards in relation to the transfer and the data subjects will have enforceable rights and effective legal remedies;
  - j) on termination of the Agreement, delete all such personal data (unless we are required by applicable law to continue to store such personal data).
4. We may appoint sub-processors to process personal data under this Agreement provided we have entered into a written agreement with any sub-processor incorporating terms which are substantially similar to those set out in paragraph 3 of this Annex. We shall remain fully liable for all acts or omissions of any sub-processor appointed by us pursuant to this paragraph 4.
5. You acknowledge that, in order to perform the Company Services, we may be required to share personal data with Registries and regulated organisations worldwide. We will only share personal data with such parties to the extent strictly necessary to perform the Company Services.

<b>Type of Personal Data</b>	Full Name, Addresses (current and previous residential addresses), Date of Birth, Place of Birth, Telephone Number, Email Address, Mother's maiden name, Father's forename, Passport number, NI number, Financial information, Bank Details
<b>Scope, Nature and Purpose of Processing</b>	Company file maintenance, Compliance services
<b>Duration of Processing</b>	Term of this Agreement
<b>Categories of Data Subject</b>	Individuals being appointed to companies as a Director or Secretary or being named as a Shareholder, Beneficial Owner or Person of Significant Control

## Schedule 2 – Due Diligence for Company Services

As part of our client on-boarding and monitoring due diligence, AML and compliance, we carry out due diligence on all our clients to fulfil our obligations in the UK and in those in the countries where Company Services are being provided.

We are regulated by the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 ("MLR 2017") and by placing an Order you are granting us authorisation to conduct full due diligence as necessary. A record will be retained.

You agree that you will provide us with due diligence information as we request which can include, but is not limited to:

1. Certified identity confirming name, date of birth and nationality – passport or government ID card (showing expiry date and place of issue and photograph) to be certified as a true copy and a true likeness by a lawyer, accountant or other regulated professional person. Certified identity will be required on Directors/Shareholders/Beneficial Owners and Persons of Significant Control and for a holder of Power of Attorney.
2. Certified proof of address – utility bill dated within the past 3 months, to be certified as a true copy by a lawyer, accountant or other regulated professional person. Certified proof of address will be required on Directors/Shareholders/Beneficial Owners and Persons of Significant Control and for a holder of Power of Attorney.
3. Professional reference.
4. Source of funds.
5. All documents should be in English or have a notarised English translation.
6. For each entity - confirmation of the Company's nature and activities, source of funds, estimated annual turnover, countries the Company intends to conduct business, details of any assets.
7. Confirmation that the address where the books and records of each Company will be kept has not changed and should there be any changes you will notify us within 10 working days of any such change.

You must ensure that you take appropriate and adequate steps to understand the rules and obligations in regard to record-keeping rules for Companies which can include but is not limited to:

- Records must be maintained for a minimum of 5 – 10 years (depending on the jurisdiction) from the commencement of termination of a transaction.
- Records and underlying documentation must be kept and maintained by the Company and copies provided immediately to us for updating with the Registered Agent/ Registered Office / Registry where applicable.
- The address of where the Company documentation is kept must be confirmed to us in writing and we must be informed immediately should there be a change.
- Companies must meet the existing statutory obligations to keep records that are sufficient to show and explain a Company's transactions. The records must enable the financial position to be determined with reasonable accuracy.
- In many jurisdictions there is a requirement to file financial statements with the authorities.
- In many jurisdictions there is a requirement to keep "accounts". This may mean that there is no requirement to file accounts with the authorities, but it does mean that they are required to keep accounting records.
- That the directors, shareholders and beneficial owners are aware of their obligations.
- That you must inform us of any changes.

### Professional Introducers

If you are a professional introducer, you agree and confirm that as part of your normal practice you have and continue to maintain in place due diligence procedures, which, inter alia, verify the identities of existing and new clients and ascertain that funds are from a legitimate source as set out in points 1-7 above and additionally include the following:

1. Retention for each entity in the introducer's records: a copy of the corporate applicant's certificate of incorporation (or similar), certificate of good standing, registers of directors, members and in respect of each of the underlying beneficial owners and directors controlling the corporate applicant certifying the identity in the manner set out for individual applicants as above.

2. Confirmation that we will be informed immediately where you have not been able to completely and satisfactorily verify any clients introduced to us.
3. Provide us with a list and certified copy passports of all persons employed by the introducer who may give instructions to us and provide us with their scope.
4. That your due diligence records you obtain on your clients are retained for a period of no less than five years after the cessation of a particular client's business and that such details will be released immediately should they be requested by us to meet our requirements.
5. To ensure that we will be informed of any changes.
6. Confirmation that you, as the introducer, have advised each client of the following in regard to record-keeping rules for Companies which can include but is not limited to:
  - Records must be maintained for a minimum of 5 – 10 years (depending on the jurisdiction) from the commencement of termination of a transaction.
  - Records and underlying documentation must be kept and maintained by the Company and copies provided immediately to us for updating with the Registered Agent/ Registered Office / Registry where applicable.
  - The address of where the Company documentation is kept must be confirmed to us in writing and we must be informed immediately should there be a change.
  - Companies must meet the existing statutory obligations to keep records that are sufficient to show and explain a Company's transactions. The records must enable the financial position to be determined with reasonable accuracy.
  - In many jurisdictions there is a requirement to file financial statements with the authorities.
  - In many jurisdictions there is a requirement to keep "accounts". This may mean that there is no requirement to file accounts with the authorities, but it does mean that they are required to keep accounting records.
  - That the directors, shareholders and beneficial owners are aware of their obligations.

## Schedule 3 – Additional Terms

### A. Additional terms relating to Company Formations

1. By placing an Order with us for formation of a Company, you are granting us the right to file with Companies House, International Registered Agent or similar as an authorised person for and on behalf of the Company, the statutory forms required to implement the company formation service or other service you are agreeing to take under this agreement.
2. We do not accept any liability for any errors or omissions in the Company formation information you submit through our Site, or for any such Company formation application which is subsequently rejected by Companies House.
3. Where you select a Company name for registration for whatever reason, we warrant only that we will make an application to the Registrar of Companies for the registration of that name, and that if registration is permitted, it is permitted by the Registrar on the basis of his view that it will not conflict with the name of any other company at that time of registration on the Register.
4. We do not warrant that the use of the Company name will not conflict with the rights of currently operating businesses, and in particular we do not warrant that the use of the name may not give rise to actions for passing off, or for infringement of any other proprietary or legal right. We have not investigated and cannot investigate the possibility of the existence of conflicting rights and you accept sole responsibility for meeting all and any claims of any kind whatsoever arising out of the use of the Company name and agree to indemnify us in respect of any costs, expenses or damages it suffers or for which it is held liable as a result of any such claims.
5. We recommend that you consult with an appropriately qualified professional (solicitor, accountant or other advisor) for any professional advice. You are also strongly advised to seek independent advice regarding the incorporation and maintenance and statutory and tax matters relating to your responsibilities for your UK or International Company. We assume that you have done so.
6. In the event that you make a purchase of a Company incorporation pack but then change your mind prior to the submission of the Company details to Companies House we will refund all monies paid to us with the subtraction £20.00 administration charge. This charge covers our merchant charges (both on the purchase and the refund) and other incidental expenses. Refunds cannot be given once the Company has been submitted to Companies House. No refund will be given if Services are terminated by us because of any breach of this Agreement.
7. For UK Companies formed online directly - once we receive electronic confirmation of incorporation from Companies House, we will automatically send you a confirmation email with pdf incorporation documents attached.

### B. Additional terms relating to Company Services

1. As a Company Services provider, we have an ongoing responsibility to perform regular checks on any Company (and its officers and beneficial owners) to which we provide ongoing services. By placing an Order for Services which include ongoing Company Services, you authorise us to conduct these checks and record these in line with our requirements.
2. These checks can include to open any mail delivered to our address or service provider's address in respect of any Company you have engaged us to provide ongoing Company Services to. In the event that any of our checks uncover information or activities that are illegal, unethical or otherwise outside of our risk appetite then we reserve the right to terminate services without notice and without refund.
3. Further to the above, we may require you to provide evidence of your identity and address in the form of original certified documents to satisfy our internal Anti-Money Laundering procedures. Failure to comply with any request for such documents within a reasonable time frame (specified at the time of any request) may result in the termination of our Company Services. No refund shall be given for the termination of Company Services resulting from your failure to satisfactorily comply with our Anti-Money Laundering procedures.
4. You grant us authorisation to file with Companies House or other service providers, as an authorised person for and on behalf of your Company, the statutory forms required to implement the Company Services you are agreeing to take under this Agreement for the term of the agreement and, if said services are cancelled, terminated or shall expire for failure to make payment or for failure to comply with Anti-Money Laundering checks or procedures, the statutory forms required to terminate them. The statutory forms that we reserve the right to file shall include, but not be limited to, the following: AP01, AP02, AP03, AP04, TM01, TM02, SH01, AD01, AD02, CH01 and CH02.

5. If any data is missing or incorrect, we cannot submit your order.
6. If any additional or enhanced KYC, Due diligence or monitoring is required in order to meet our requirements then additional fees will be applied.
7. If funds are received from an account other than the name of the Company or our client of record, this will be subject to further KYC for which an additional fee will be charged.
8. If a Company becomes struck off for non-payment of its annual fees, it will be removed by the registrar from the live Registry, but it may still retain its legal status and can incur liabilities.
9. If a Company is struck off, our fees for the Company Services provided will still be due.
10. If a Company is transferred away from us, transfer fees will be charged.
11. License fees are based on exchange rates and are not guaranteed and may be subject to exchange rate fluctuation and therefore increased fees.
12. Once any license fee is overdue, the Company is no longer in good standing, its status is 'inactive' at the Registry and it will not be possible to complete filing or obtain legal documentation for the Company.

### **C. Additional terms relating to termination or expiry of Company Services**

1. We do not accept any liability should the Company be struck off and/or removed from the Register following the cancellation or the expiry of the Services you are agreeing to take under this Agreement should the Company fail to meet statutory requirements.
2. We do not accept any liability for the failure to file statutory or other documentation or any fines, penalties or similar should the Company or its officers fail to meet statutory requirements.
3. For renewable services including but not limited to Annual Fees, subscriptions, Registered Office and Registered Agents services, if payment for renewal has not been received on or before the prescribed renewal date: (i) you will be deemed irrevocably to have authorised us to charge additional administration fees; and (ii) we do not accept any liability should the Company incur additional fees or penalties or be struck off and/or removed from the Register following the cancellation or the expiry of the Services should the Company fail to meet statutory requirements following our actions to file the requisite forms to notify the termination of such Services.

### **D. Additional terms relating to Registered Office services**

1. If we provide Registered Office services as part of the Company Services, you agree not to use or advertise the Address Provider address as a trading address. The service offered by the Address Provider is a Registered Office correspondence address only. No finance agreements, mobile phone contracts or any other such agreements can be completed using the Address Provider address.
2. You agree not to carry on any business activities which could be construed or interpreted by the Address Provider or any other party as illegal, defamatory, immoral or obscene and agree not to use the address for any such purposes.
3. The Address Provider shall not accept parcels, packages or couriered goods unless notified and agreed with the Address Provider in advance. Additional charges may apply.
4. The Address Provider will cooperate with any data requests received from any official body or agent for the performance of a task carried out in the public interest, in line with the Data Protection Legislation requirements.
5. You will fully indemnify the Address Provider against any expenses, costs, claims, damages or penalties incurred by the Address Provider in connection with this Agreement howsoever occasioned including through defamation, suing or being sued as a result of the breach whatsoever and howsoever committed by you or any third parties.
6. When you purchase an address service from an Address Provider, you are authorising us to receive, sort and forward mail on your behalf. We shall not be responsible for any losses incurred due to any act, omission, neglect, or delay by the Address Provider, or its employees, in the process of receiving, sorting and forwarding mail on your behalf.
7. If payment for renewal of a Registered Office service has not been received on or before the prescribed renewal date or you elect not to renew the service, you will be deemed irrevocably to have authorised us (and to have irrevocably consented to our so doing) to change the Registered Office of the Company,



with immediate effect, to your residential address or to such other address previously notified to us by you for this purpose. This new address information may be registered with Companies House or other Registries and may be displayed on public record.

8. If payment for renewal of the Director/Member or other Service Address service has not been received on or before the prescribed renewal date or you elect not to renew the service you will be deemed irrevocably to have authorised us (and to have irrevocably consented to our so doing) to change the Service Address, with immediate effect, to your residential address or to such other address previously notified to us by you for this purpose. This new address information may be registered with Companies House or other Registries and may be displayed on public record.