

MYFORMATIONS TERMS AND CONDITIONS

This page (together with the documents referred to on it) contains the terms and conditions on which we make available our MyFormations platform ("**MyFormations**") available to you (the "**terms**"). Please read these terms carefully before ordering any Services from MyFormations. You should understand that by ordering any of our Services from MyFormations, you agree to be bound by these terms. We may revise the terms at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they will be binding on you when you order our Services through MyFormations.

1. DEFINITIONS

1.1 In the terms unless the context otherwise requires:

"**MLR 2017**" means the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017;

"**Services**" means the use of MyFormations to incorporate a company registered in England and Wales, Scotland or Northern Ireland;

"**Standard Terms**" means our standard terms and conditions available at <https://businessportal.vistra.com/documents/793163/0/Vistra+Limited+Terms/e964c1a7-1b34-9f09-502b-ba9c5bd621b2> ;

"**we**" means Vistra Limited, a company registered in England and Wales under company number 00865285 and with its registered office at First Floor, Templeback, 10 Temple Back, Bristol, BS1 6FL and "**our**" and "**us**" shall be construed accordingly;

"**Web Services**" means our domain name registration, business email, web hosting and related web services;

"**Web Terms**" means our terms and conditions relating to the Web Services available at <https://businessportal.vistra.com/documents/793163/0/Web+Services+terms/129e7b4a-d618-fa3f-8dcb-bd864875d6cf>; and

"**you**" means you the purchaser of the Services, the Web Services or any other services using MyFormations.

1.2 Unless the context otherwise requires words denoting the singular shall include the plural and vice versa and words denoting any one gender shall include all genders and words denoting persons shall include bodies corporate, unincorporated associations and partnerships.

1.3 References to any statute or regulations shall include references to such statute or regulations as it or they may after the date of the terms from time to time be amended, supplemented or re-enacted.

1.4 Any reference to a clause or sub-clause shall be deemed to be a reference to a clause or sub-clause of the terms.

1.5 The headings in the terms are inserted for convenience only and shall not affect its construction.

1.6 The words "**including**", "**included**" and "**include(s)**" are not to be treated as words of limitation.

2. MYFORMATIONS AND OTHER SERVICES

2.1 MyFormations is an internet/online platform which enables you to access the Services.

2.2 Where you use MyFormations to access the Web Services, the Web Terms shall apply to the provision of those services in addition to these terms.

2.3 Where you use MyFormations to access our company secretarial and registered office services, those services will be provided by Vistra Trust Company Limited ("**VTC**"). VTC will contract separately with you in relation to the provision of those services. Until you have entered into a separate contract with VTC, neither we nor VTC will provide any company secretarial and registered office services; and will not forward to you any mail received by the company.

3. ACCESS TO MYFORMATIONS

3.1 Where you have registered with us for use of MyFormations, we will supply you with a User Name(s) and Password(s). You will need these to access MyFormations. They will be used by us to identify your use of MyFormations and to control access to documents and records created by you. You must keep them confidential, not permit their use by any person outside your organisation and notify us immediately on your becoming aware of their loss, unauthorised use or disclosure.

3.2 Where you have not registered with us for use of MyFormations, these terms, save for clause 3.1, will apply to you when accessing the Services.

4. PROVISION OF MYFORMATIONS

4.1 MyFormations is a platform for your use. We will provide reasonable assistance by telephone in your use of the MyFormations platform, but we do not check or monitor your use of MyFormations.

4.2 The MyFormations service does not include advice or assistance in legal or company secretarial matters.

4.3 We may amend MyFormations from time to time and may publicise changes either by email notification and/or notification on our website.

4.4 MyFormations will generally be available at least throughout usual business hours but access may sometimes be restricted or denied for maintenance, updating or other technical reasons. We do not accept responsibility for any telecommunications systems or other failures outside our reasonable control.

4.5 Except as expressly stated in these terms, we do not give any representations, warranties or undertakings in relation to the Services. Any representation, condition or warranty which might

be implied or incorporated into these terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the company is incorporated on any particular date.

- 4.6 We reserve the right to discontinue or suspend access to MyFormations at any time.
- 4.7 MyFormations does not include any rights to use our materials or databases except as reasonably required in connection with companies formed or proposed to be formed using MyFormations.

5. YOUR USE OF MYFORMATIONS

You will be responsible for any use of MyFormations made using your allocated User Name(s) and Password(s) until we receive notice from you to the contrary. In particular, you must ensure that selections made by you from MyFormations are appropriate for your requirements and that all data entered by you is accurate and complete and you are responsible for the formulation and interpretation of your company name availability searches. You will ensure for us all rights necessary for the processing of the data and materials which you enter on the MyFormations platform and will indemnify us accordingly.

6. COMPLIANCE WITH LAWS

- 6.1 You are responsible for ensuring your compliance with all laws and regulations applicable in connection with your use of MyFormations.
- 6.2 You confirm to us that you will not utilise any of the Services to evade paying true tax liabilities and will not knowingly permit any company formed by you to engage in any activity, practice or conduct which would constitute a tax evasion offence under any applicable law.
- 6.3 You confirm to us that where you are bound by the MLR 2017 you will abide by those regulations.

7. CHARGES AND PAYMENT

- 7.1. We shall notify you in advance of your use of MyFormations of the minimum charges payable by you for the Services. As the charges so notified to you are the minimum that we will charge, we reserve the right to increase those fees in accordance with the company's complexity, risk profile or under clause 9.2. We will notify you of any increase in our minimum fees as soon as reasonably practicable.
- 7.2 Unless otherwise agreed, you will receive an invoice from us by email after the incorporation of your company and payment of this invoice shall be made in accordance with the Standard Terms. Charges are exclusive of Value Added Tax which shall, if applicable, be paid additionally by you at the rate prescribed by law on submission by us of our invoice.
- 7.3 All charges are non-refundable.
- 7.2 Without prejudice to our other rights and remedies under these terms, if any sum payable is not paid on or before its due date, we shall be entitled forthwith to suspend the provision of Services to you.

8 BANK AND FINANCIAL ACCOUNT SERVICES

- 8.1 You may use MyFormations to apply to, or ask us to refer you to, a bank or financial institution (the “**Financial Institution**”) in order to open a bank or similar financial account (an “**Account**”). You warrant that you have the necessary authority to make the application to the Financial Institution. You acknowledge and accept that, when opening an Account, you will be entering into a direct contractual relationship with the Financial Institution and will be subject to its terms and conditions. You are responsible for ensuring compliance with the Financial Institution’s terms and conditions and for the payment of all fees and charges set out in them. We therefore recommend that you carefully review those terms and conditions before applying to open an Account using MyFormations.
- 8.2 As it is not a member of the Vistra group, we have no control over the activities of the Financial Institution and therefore accept no responsibility for the services provided to you by that Financial Institution or for any errors or omissions in its work or products.
- 8.3 We may receive commissions or other benefits for introductions from the Financial Institution. You agree that we can retain any commission or other benefit without being liable to account to you for any such amounts.

9 CUSTOMER DUE DILIGENCE

- 9.1 You acknowledge and accept that we will, where permitted by the MLR 2017, place reliance on you pursuant to regulation 39 of the MLR 2017 to carry out customer due diligence measures, and where we are placing reliance on you, you certify that:
- (a) you are a person on whom we may rely under regulation 39 of the MLR 2017 to carry out customer due diligence measures;
 - (b) you consent to us relying on you, in accordance with the MLR 2017, to carry out customer due diligence measures;
 - (c) you shall carry out customer due diligence measures in accordance with the MLR 2017;
 - (d) you will immediately provide to us all the information needed to satisfy the requirements of regulation 28(2) to (6) and (10) of the MLR 2017 in relation to the customer, the customer’s beneficial owner, or any person acting on behalf of the person;
 - (e) you shall produce to us, immediately on request, copies of any identification and verification data and any other relevant documentation on the identity of the customer, the customer’s beneficial owner, or any person acting on behalf of the customer;
 - (f) you shall retain copies of the data and documents referred to in sub-clause (e) for the period referred to in regulation 40 of the MLR 2017;
 - (g) you will allow us, upon the giving of reasonable notice, access the data and other relevant documentation at your premises; and
 - (h) you shall notify us if any person that is an officer or beneficial owner of the company is a politically exposed person.

If you discover any information which causes your statements in this clause 9.1 to change in any way then, subject to any legal constraints, you shall notify us immediately.

9.2 Where we are not placing reliance on you pursuant to regulation 39 of the MLR 2017, we shall require full customer diligence from you, which may delay the formation of the company and may mean an increase in any charges quoted.

10 TERMS

Our Standard Terms are incorporated into these terms. We reserve the right to make changes to these terms and our Standard Terms from time to time. In the event of any inconsistency or conflict between the provisions of these terms and the provisions of the Standard Terms, the provisions of these terms will prevail.

11 INDEMNITY

You shall indemnify us and keep us indemnified and hold us harmless from and against any breach by you of these terms and all claims (including but not limited to claims for damages, liabilities and costs (including reasonable legal fees)) brought against us by a third party resulting from the provision of Services by us to you and your use of the Services without limitation.

12 LAW AND JURISDICTION

These terms, 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), will be governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.