

## Syndesi Platform Terms

Last updated: 17th Feb 2026

This document sets out the terms on which Syndesi One Limited (“**Syndesi**”, “**we**”, “**us**”, “**our**”) provides you with access to and use of the online platform located at [www.syndesi.network](http://www.syndesi.network) (“**Syndesi Platform**”). Please read these terms carefully before using the Syndesi Platform. By using the Syndesi Platform in any way, you agree to be bound by these terms (“**Terms**”).

**Section A: Definitions** shall form part of each of the contracts at Sections B to E.

**Section B: Platform Use** shall apply between Syndesi and Users (this includes, but is not limited to, Lawyers, Accountants, other professional users and Clients).

**Section C: Lawyers** shall apply between Syndesi and Lawyers, both personally and on behalf of their Law Firms.

**Section D: Accountants** shall apply between Syndesi and Accountants.

**Section E: Clients** shall apply between Syndesi and Clients.

**Section F: Other Professionals** shall apply between Syndesi and Other Professionals, both personally and on behalf of their business entity or entity that they represent as an agent and / or employee (or in any other context).

**Section G: Fees, Add-ons, Subscription, commissions and Payment by Law Firms and other Professionals.**

**Section H: Non-Circumvention of Syndesi and Its Network**

**Section I: General Terms** shall form part of each of the contracts at Sections B to H

### Section A: Definitions

This Section A: Definitions shall form part of each of the contracts at Sections B to E.

**Accountant:** an individual or legal entity registered on the Syndesi Platform as an Accountant.

**Client:** a client of an Accountant or other professional, who has been provided with a link to register on the Syndesi Platform as a Client.

**Content:** Any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of the Syndesi Platform.

**Data Protection Laws:** all applicable data protection and privacy laws and regulations in the performance of the parties’ obligations set out under these Terms, including but not limited to the EU General Data Protection Regulation 2016/679 (the “**GDPR**”), the retained EU law version of the GDPR (the “**UK GDPR**”), the UK Data Protection Act 2018 and all other successor legislation and regulations thereto.

**Intellectual Property Rights:** patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use and protect the confidentiality of confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist now or in the future in any part of the world.

**Introduced Client:** as defined in clauses C3. and F3.

**Law Firm:** a business entity formed by one or more lawyers to engage in the practice of law, or an Alternative Business Structure as defined in the Legal Services Act 2007, for which a Lawyer or Lawyers work(s) as an employee or consultant.

**Lawyer:** an individual or legal entity registered on the Syndesi Platform as a Lawyer.

**Login Details:** your username, password and optional two-factor authentication token for the Syndesi Platform.

**Marks:** means any trademarks, business names, service marks, logos or identifying slogans and symbols provided by Accountants to Syndesi under or in connection with these terms.

**Other Professional:** an individual or entity registered on the Syndesi platform that is not an Accountant, Lawyer or Client.

**Platform:** the Syndesi platform provided through cloud services and accessible by Users.

**Relevant Contract:** a contract for the supply of Services entered into between a Lawyer or Law Firm, or other professional and an Introduced Client.

**Trial Period:** means the limited time period during which we shall provide the relevant Syndesi Features as part of a Trial, as set out in your onboarding Confirmation;

**Trial:** means, upon Your request, Us providing You with access to the relevant the Syndesi platform with either limited functionality or for a Trial Period so that you can trial, demo or pilot those Syndesi Features(s) to determine if they meet your requirements or before determining if you wish to subscribe for any of those Syndesi Features. The relevant Syndesi Features will be set out in an Order Confirmation.

**User:** a visitor to and/or user of the Syndesi Platform, including without limitation Lawyers, Accountants, Other Professionals and Clients.

**Whitelabelling:** means the use of accountant's Marks to rebrand the Platform as an accountant's branded Platform and the term "Whitelabelled" shall be construed accordingly.

## **Section B: Platform Use**

This Section B: Platform Use shall apply between Syndesi and Users (this includes, but is not limited to, Lawyers, Accountants, Other Professionals and Clients).

### **B1. Information about Syndesi**

The Syndesi Platform is operated by Syndesi One Limited, a limited company registered in England and Wales with company number 12546771, and with its registered office address at Treviot House, 186-192 High Road, Ilford, Essex, United Kingdom, IG1 1LR.

Syndesi operates and maintains the Syndesi Platform. Syndesi does not itself sell or provide legal advice and any contract for the instruction of any Lawyer or Law Firm is concluded directly between the Lawyer or Law Firm and the Client. Syndesi is not the agent, joint venture, or partner of the Lawyer or Law Firm, the Accountant, any Other Professional or the Client.

Syndesi may also provide links on the Syndesi Platform to the websites of third parties. Such third party websites are not the responsibility of Syndesi and Syndesi accepts no liability for the availability, suitability, reliability or content of such third party websites and does not necessarily endorse the views expressed within them.

### **B2. Registration**

To make or receive introductions via the Syndesi Platform you must apply for an account using one of the online registration forms, unless you are invited to join the Syndesi Platform by Syndesi.

By applying or accepting an invitation, you warrant that:

- a) you are legally capable of entering into binding contracts; and
- b) you are at least 18 years old,

and you consent to us conducting verification and security procedures, should we decide (in our absolute discretion) to do so.

In addition, if you are applying for or have been invited to set up an account as a Lawyer, you warrant that:

- a) you are eligible to practise as a solicitor and hold a current practising certificate under the laws of England, Wales, Scotland and/or Northern Ireland;
- b) your practising certificate does not have any conditions attached;
- c) there are no pending or current disciplinary proceedings against you;
- d) you have not had findings or orders against you as a legal professional;
- e) you have not been struck off or suspended from practice;
- f) you can (and will on request) provide any references, background checks (e.g. DBS) or proof of any qualifications claimed in your profile;
- g) your Law Firm has appropriate professional indemnity insurance with at least the level of cover required by the Solicitors Regulation Authority, the Law Society of Scotland and / or the Law Society of Northern Ireland (as applicable); and
- h) you have the authority to bind your Law Firm to pay any monies payable to Syndesi for use of the Platform or otherwise.

If you are applying for or have been invited to set up an account as any Other Professional, you warrant that:

- a) You are eligible to practise in the business you are advertising and are able to provide the relevant services;
- b) You have any necessary business insurance policy;
- c) There are no pending or current disciplinary proceedings against you that may impact your ability to provide services to Clients;
- d) Where applicable, you have not been struck off (or an equivalent) or suspended from practice;
- e) You can (and will on request) provide any references, background checks (e.g. DBS) or proof of any qualifications claimed in your profile; and
- f) You have the authority to bind your business entity to pay any monies payable to Syndesi for use of the Platform or otherwise.

We have no obligation to accept your application to register and may reject any User, or stop them from registering, in our sole discretion.

You hereby warrant that the information provided by you to us is at all times, true, accurate and complete. You further warrant that you shall promptly notify us in the event of any change to such information.

### **B3. Use of the Syndesi Platform**

You are solely responsible and liable for your use of the Syndesi Platform. It is your sole responsibility to enforce any obligation owed to you by a third party that arises from your use of the Syndesi Platform. If you have a dispute with any other User of the Syndesi Platform, you hereby release us from any claims, demands and damages (whether actual or consequential) of any kind and nature, known and unknown, arising out of or in connection with such dispute.

You further agree that at all times you shall:

- a) comply with any conduct requirements and community guidelines set out on the Syndesi Platform or notified to you while using the Syndesi Platform;

- b) keep your Login Details confidential and secure;
- c) not use your Login Details with the intention of impersonating another person;
- d) not allow any other person to use your Login Details;
- e) not do anything likely to impair, interfere with or damage or cause harm or distress to any other User;
- f) not infringe any rights of any third parties;
- g) comply with all instructions and policies from Syndesi from time to time in respect of the Syndesi Platform;
- h) co-operate with any reasonable security or other checks or requests for information made by Syndesi from time to time; and
- i) use the information made available to you on the Syndesi Platform at your own risk.

We reserve the right to make any changes to the Syndesi Platform including any functionalities and content therein or to discontinue a specific feature from time to time subject always that:

- a) we notify you in writing using the Syndesi Platform; and
- b) such changes shall balance the reasonable needs of all Syndesi Platform users.

We may monitor your use of the Syndesi Platform from time to time, including any Content you upload and use of the chat messages, uploads and attachments functionality. You hereby consent to us monitoring your use of the Syndesi Platform.

You shall not offer for sale through the Syndesi Platform any product or service that is or that contains:

- a) offensive or obscene material (or anything that may reasonably be considered to be the same);
- b) live animals;
- c) firearms, ammunition or any offensive weapon;
- d) stolen goods;
- e) any material that infringes the rights of third parties, including any Intellectual Property Right;
- f) prescription, controlled and/or illegal drugs;
- g) poisons and dangerous substances;
- h) any item where a licence is required to sell, distribute or offer for sale such item;
- i) any item, the sale of which is subject to export restrictions;
- j) any item whose wholesale, distribution or offering for sale is prohibited by any applicable law.

All information uploaded onto the Syndesi Platform by you shall be in the format required by us and shall relate strictly and solely to the services you wish to advertise or obtain, which shall all be services connected with legal advice and similar activities. We reserve the right to edit and/or remove any information provided by you at any time and for any reason, including where we reasonably believe that such information is inaccurate or incomplete, does not meet with its formatting requirements and/or does not relate to legal advice or any similar activity.

#### **B4. Use of communications facilities and Content submission**

When communicating with other Users or Syndesi via the Syndesi Platform, and when submitting Content to the Syndesi Platform, you must comply with the following rules:

- a) not use obscene or vulgar language;

- b) not submit Content that is unlawful or otherwise objectionable. This includes, but is not limited to, Content that is abusive, threatening, harassing, defamatory, ageist, sexist or racist;
- c) not submit Content that is intended to promote or incite violence;
- d) write or speak in the English language. Content in any other language may be removed at Syndesi's sole discretion;
- e) not post links to other websites containing any of the above types of Content;
- f) the means by which you identify yourself must not violate these Terms or any applicable laws;
- g) not engage in any form of commercial advertising. This does not prohibit references to businesses for non-promotional purposes including references where advertising may be incidental;
- h) not include identifying information (such as telephone numbers, email addresses, message service identifiers, VoIP identifiers, postal addresses, website addresses or name, company name, tuition agency or organisation, or any other contact information through which you can be contacted) in any messages to other Users through the Syndesi Platform or otherwise in any Content submitted, except where expressly requested by Syndesi or as necessary to commence or continue works commissioned through the Syndesi platform;
- i) not use the Syndesi Platform other than in good faith for your own purposes as a Lawyer, Law Firm, other Professionals, Accountant or Clients. Use of the Syndesi Platform by organisations such as employment agencies is not permitted;
- j) not use the Syndesi Platform for unauthorised mass-communication such as "spam" or "junk mail".

#### **B5. Suspension and termination for all Users**

In consideration for your compliance with these Terms, we shall use our reasonable endeavours to provide you with the Syndesi Platform at all times.

We shall be entitled in our own discretion and upon notice to you, to suspend the Syndesi Platform whether wholly or partly for any reason whatsoever including but not limited to repairs, planned maintenance or upgrades, or if third party services and network providers cease to make the third party service or network available to us, and shall not be liable to you for any such suspension or non-availability (whether wholly or partly) of the Syndesi Platform.

We may suspend or terminate your access to the Syndesi Platform (wholly or partly) if:

- a) we believe that you or someone using your Login Details has failed to comply with one or more of these Terms;
- b) We believe that there has been fraudulent use, misuse or abuse of features and functionalities of the Syndesi Platform (in whole or in part); or
- c) We believe that you have provided us with any false, inaccurate or misleading information.
- d) In accordance with Paragraph G below

#### **B6. Syndesi's liability**

We rely on third party providers (such as network providers, data centres and telecommunication providers) to make the Syndesi Platform available to you. Whilst we take all reasonable steps available to us to provide you with a good level of service, you acknowledge and agree that we do not warrant that the Syndesi Platform shall always be uninterrupted or fault-free. We therefore shall not be liable in any way for any losses you may suffer because of delays or failures of the Syndesi Platform as a result of our service providers.

Whilst we make reasonable endeavours to ensure that all information provided on the Syndesi Platform is accurate and up to date, Syndesi makes no warranty or representation that this is the case.

We shall not be liable in any way or under any circumstances for any loss or damage that you may incur as a result of any Content submitted by Users, not for any errors or omissions in such Content. Use of and reliance upon such Content is entirely at your own risk.

We shall only be liable for losses which are a reasonably foreseeable consequence of our breach of these Terms. Losses are foreseeable where they could be contemplated by you and Syndesi at the time of entering into a contract on these Terms.

Subject to the exceptions set out in the last paragraph of this clause B7, below, we shall not be liable for losses that result from its failure to comply with these Terms that fall into the following categories:

- a) consequential, indirect or special losses;
- b) loss of profits, income or revenue;
- c) loss of savings or anticipated savings, interest or production;
- d) loss of business or business benefits;
- e) loss of contracts;
- f) loss of opportunity or expectations;
- g) loss of goodwill and/or reputation;
- h) loss of marketing and/or public relations time and/or opportunities;
- i) loss of data;
- j) loss of management or office time; or
- k) loss caused your inadequate protection of your Login Details, including in relation to unauthorised access,

howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

Nothing in these Terms shall limit in any way our liability:

- a) for death or personal injury caused by our negligence;
- b) for any person acting in their capacity as a consumer under section 2(3) of the Consumer Protection Act 1987;
- c) for fraud or fraudulent misrepresentation; or
- d) for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

## **B7. Intellectual Property Rights**

We and/or our licensors own all Intellectual Property Rights in and to the Syndesi Platform.

We hereby grant you a non-exclusive, non-transferrable limited licence to use the Intellectual Property Rights in the Syndesi Platform only for the purpose of using the Syndesi Platform in accordance with these Terms.

You are expressly prohibited from:

- a) reproducing, copying, editing, transmitting, uploading, or incorporating into any other materials, any of the Syndesi Platform including without limitation, any information, articles, photographs, images or submissions made available to you using the Syndesi Platform, except as set out below; and
- b) removing, modifying, altering or using any registered or unregistered marks/logos/design owned by us and/or our licensors, and doing anything which may be seen to take unfair advantage of the reputation and goodwill of Syndesi or could be considered an infringement of any of the rights in the Intellectual Property Rights owned by and/or licensed to Syndesi.

You warrant that you own or have any necessary licences to all Intellectual Property Rights in and to all Content you upload to the Syndesi Platform.

Content submitted by Users is not screened by Syndesi prior to appearing online. We may at our sole discretion remove or relocate any Content as we deem appropriate without the consent of the author. We shall be under no obligation to exercise such discretion. If you wish to enquire as to the removal or relocation of Content, please submit your query to [dpl@syndesi.network](mailto:dpl@syndesi.network). This does not constitute an undertaking to explain our actions.

## **B8. Privacy Notice**

Syndesi processes personal data (as such term is defined in the Data Protection Laws) which it collects as a data controller (as such term is defined in the Data Protection Laws) in the course of providing the Syndesi Platform.

Where data is processed by Syndesi as a data controller, such processing is carried out in accordance with Syndesi's Privacy Notice.

## **Section C: Lawyers**

This Section C: Lawyers shall apply between Syndesi, Law firms and/or Lawyers, both personally and on behalf of their Law Firms.

### **C1. Lawyer registration and acceptance**

As part of the online Lawyer registration form, you must provide us with contact details of a director or partner of your Law Firm and of your accounts person or team. You warrant that these details are correct, and agree to update them in your account if and when the details change.

After completing the online Lawyer registration form, you will receive an e-mail from us acknowledging that we have received your request to register as a Lawyer. Please note that this does not mean that you have been accepted as a Lawyer. We will notify you within a reasonable period by email if you have been accepted as a Lawyer and will provide you with access to the Lawyers' area of the Syndesi Platform.

If we have invited you to join the Syndesi Platform, you will need to set up a password and input the same information as would be required in the registration form, and you make the same warranties to us as set out in clause B2.

### **C2. Competence**

You warrant and undertake that you are qualified, competent and have all the certifications required to provide the services advertised by you on the Syndesi Platform.

If you tell us that you have a specific certification/qualification/professional status, then upon reasonable request, you shall promptly provide Syndesi and/or Clients with information and/or documentation which proves this. We may request this information as a spot check, or where a Client has complained or asked us to check.

### **C3. Introductions**

By applying for a Lawyer, you appoint us to facilitate introductions between you (and your Law Firm) and Clients via the Syndesi Platform.

We will use reasonable endeavours only to suggest you to Clients who appear to be requesting the services you have specified that you provide, but we cannot guarantee that you will only receive relevant requests.

If you do not wish to receive introductions for a period of time (e.g. because you are on holiday or ill), you must notify us in advance via the Syndesi Platform where possible. If advance notice is not

possible (e.g. due to an emergency), you must notify us as soon you can. This will not affect any introductions already in progress, so if you are going to be delayed in providing a quote you must inform the Client as soon as you can.

Unless you give notice to Syndesi by email or message through the Syndesi Platform within 1 business day that you (and/or your Law Firm) have provided services to a Client within 6 months immediately preceding your introduction to them via the Syndesi Platform, a Client introduced to you through the Syndesi Platform will be an **“Introduced Client”**.

The fees quoted and charged to Introduced Clients shall not be higher than the fees quoted and charged to your and your Law Firm’s other clients for similar work.

Neither you nor your Law Firm are obliged to enter into any contract with or provide any services to an Introduced Client on the basis of these Terms.

#### **C4. Status**

You acknowledge that you are not an employee of Syndesi and you accept full responsibility for all income tax, national insurance, VAT (or any equivalent sales tax) and other taxation or employment-related responsibilities arising in connection with your provision of services to Clients. Accordingly, you and your Law Firm each agree to indemnify Syndesi, without limit and on an ongoing basis, in respect of any income tax, national insurance, social security contributions, VAT (or any equivalent sales tax) and any other liability, deduction, contribution, assessment or claim arising from or made in connection with your services. You and your Law Firm shall each further indemnify Syndesi against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by Syndesi in connection with or in consequence of any such liability, deduction, contribution, assessment or claim.

You and your Law Firm accept that Syndesi does not have any obligation to ensure or promote sales of your service(s), and we cannot guarantee that by having a Lawyer account on the Syndesi Platform you will either be introduced to or receive any instructions from Clients.

You and your Law Firm shall accept full responsibility for the prices quoted for your services on the Syndesi Platform.

You must notify us as soon as possible if you intend to leave your Law Firm.

We shall have no authority, and shall not hold ourselves out, or permit any person to hold themselves out, or otherwise create the impression that it is authorised to bind you or your Law Firm in any way, and shall not do any act which might reasonably create the impression that we are so authorised.

We shall not make or enter into any contracts or commitments or incur any liability for or on your or your Law Firm’s behalf, including for the provision of services or the price for them, and shall not negotiate any terms for the provision of the services with Clients.

We shall make clear to each Client that we are facilitating introductions to you, and that we have no authority or ability to negotiate or vary the services or the terms of the services or enter into any contract on your or your Law Firm’s behalf.

#### **C5. Your other obligations as a Lawyer and/or Law Firm**

You and your Law Firm shall comply with all policies and guidelines of Syndesi, published on the Syndesi Platform from time to time.

You and your Law Firm shall provide Syndesi at all material times with the information Syndesi reasonably requires to facilitate introductions through the Syndesi Platform, including marketing information for and details of the services you and your Law Firm provide, and information about you.

You and/or your Law Firm shall inform Syndesi immediately if you or your Law Firm suspends or ceases to perform the services.

Neither you nor your Law Firm shall accept referrals or introductions from an Accountant outside the Syndesi Platform.

Neither you nor your Law Firm shall conduct any direct marketing using personal information (which, for the avoidance of doubt, shall include all email addresses) that came into your possession through your or your Law Firm's use of and activities on the Syndesi Platform, nor will you or your Law Firm disclose such personal information to any third party without our express written consent.

You hereby indemnify Syndesi in full and on demand against all costs (including reasonable legal costs), claims, damages, losses and expenses arising as a result of any breach by you of these Terms, or of any claim or action brought in connection with your session(s), the information you have provided in relation to your session(s), infringement of Intellectual Property Rights or any right of a third party.

If you feel that any Review made by another User is objectionable, please contact us using the contact details set out on the Syndesi Platform. We shall use our reasonable endeavours to review the relevant Review as soon as is practicable and shall take such action as we deem necessary, if any at all.

You must notify us in writing of the following:

- a) The date your Law Firm is instructed by a Client;
- b) The amount of the payments due for services; and
- c) The dates on which payments for such services are payable,

no later than 3 business days after you are instructed, and on an ongoing basis no later than 3 business days after each new instruction by the Client.

The Law Firm shall keep separate accounts and records giving correct and adequate details of all instructions from Introduced Clients, all payments received under them and all deductions made in the calculation of net income. The Law Firm shall permit the duly appointed representatives of Syndesi at all reasonable times to inspect all such accounts and records and to take copies of them. All rights in such records (including but not limited to database right and copyright) shall belong to the Law Firm.

## **C6. Limitation of liability**

If we fail to comply with these Terms, we shall be entitled to be given a reasonable opportunity to rectify any errors and to re-perform our obligations. If our failure to comply with our obligations is not remedied following such reasonable opportunity then, subject always to clause 8 of the General Terms, our total liability for all losses, damages, costs, claims and expenses howsoever arising shall be limited in the aggregate to £1,000.

## **C7. Additional warranties**

You hereby warrant, represent and guarantee that you have the right to promote, sell and provide the services you advertise via the Syndesi Platform.

You warrant, represent and guarantee that you shall comply with all applicable legislation in respect of the services and that the services shall not infringe any Intellectual Property Rights, or any other rights of any third party.

## **C8. Data protection**

Syndesi and Lawyers shall process personal data of Accountants and Clients as independent data controllers.

Both parties shall comply with their respective obligations under the Data Protection Laws.

Without limiting your obligations under the Data Protection Laws, you shall:

- a) provide your privacy notice to the Accountants and Clients, and comply with it at all times;
- b) keep all personal data confidential, and not disclose it to any third party without notifying each data subject in advance;

- c) implement appropriate technical and organisational security measures to ensure adequate safeguards and security to protection the personal data in accordance with the Data Protection Laws;
- d) not transfer any personal data outside of the UK or European Economic Area unless you ensure that (i) the transfer is to a country approved under the applicable Data Protection Laws as providing adequate protection; or (ii) there are appropriate safeguards or binding corporate rules in place pursuant to the applicable Data Protection Laws; or (iii) the transferor otherwise complies with its obligations under the applicable Data Protection Laws by providing an adequate level of protection to any personal data that is transferred; or (iv) one of the derogations for specific situations in the applicable Data Protection Laws applies to the transfer.

Syndesi and the Lawyer (including the Law Firm) shall assist each other in complying with all applicable requirements of the Data Protection Laws. In particular, each party (Syndesi, Lawyer and Law Firm) shall:

- a) consult with the other party about any notices given to data subjects in relation to the personal data;
- b) promptly inform the other party about the receipt of any data subject rights request;
- c) provide the other party with reasonable assistance in complying with any data subject rights request;
- d) not disclose, release, amend, delete or block any personal data in response to a data subject rights request without first consulting the other party wherever possible;
- e) assist the other party in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Laws with respect to security, personal data breach notifications, data protection impact assessments and consultations with the Information Commissioner or other regulators;
- f) notify the other party without undue delay on becoming aware of any breach of the Data Protection Laws;
- g) at the written direction of the party who disclosed the personal data, delete or return that personal data and any copies of it to the disclosing party on termination of these Terms unless required by law to store the personal data; and
- h) maintain complete and accurate records and information to demonstrate its compliance with this clause C9.

At the end of the provision of the relevant services, you shall securely delete (including all existing copies) all personal data once processing of such personal data is no longer required for the purpose of your obligations under these Terms.

You hereby indemnify Syndesi, without limitation or exclusion of liability, in full and on demand against all losses, liabilities, costs and expenses (including but not limited to legal costs) arising from or incurred by reason of your failure to comply with this clause C9.

### **C9. Termination – Lawyers**

If the Subscription payable is increased in accordance with Paragraph G below , you may request closure of your account on the Syndesi Platform, which will terminate this agreement.

We may suspend or terminate your access and use of the Syndesi Platform for any of the reasons in clause B5, or if we receive repeated feedback from one or more Clients that your services are unsatisfactory.

You may terminate this agreement without cause on the provision of not less than 30 days' written notice to us.

In the event that this agreement is terminated by either party:

- a) you shall cease all use of the Syndesi Platform on or before the date of termination;

- b) all rights granted to you hereunder shall cease on the date of termination; and
- c) we shall delete your content and sessions from the Syndesi Platform on the date of termination or when reasonably practicable thereafter.

Termination of these Terms shall not affect the rights of either party accruing or accrued prior to the termination of this Agreement.

Clauses 6, 7, 8, 9, 10, 12, 13, 14, B4, B5, C7, C8 (to the extent of any unpaid Charges), C9, C11, and C12, and all clauses required for their interpretation, shall survive termination of these Terms for any reason.

## **Section D: Accountants**

This Section D: Accountants shall apply between Syndesi and Accountants.

### **D1. Introductions**

Each time you or your Client make an enquiry through the Syndesi Platform, you appoint us to facilitate introductions on your behalf between you and/or your Client and the relevant Lawyers and other professionals identified by the Syndesi Platform.

A Lawyer and other professional may only reject an introduction in the following circumstances:

- a) If the requested services are not within their expertise or capabilities;
- b) If they or their do not have the capacity to provide the requested services within the required timescales;
- c) If they or their have a conflict of interest with the Client, or there is a conflict of interest between the Client and one of their or their existing clients; or
- d) If the Client is requesting services in relation to which payment of commission is prohibited (see below).

You must not use the Syndesi Platform to facilitate introductions in relation to the following types of work, which shall not form part of this introducer arrangement.

- a) criminal matters or clients who are the subject of criminal proceedings;
- b) legal aid matters;
- c) claims or potential claims arising out of circumstances involving personal injury or death; or
- d) any other services in relation to which payment of referral fees are prohibited under applicable law or by the Solicitors' Regulation Authority standards and regulations.

In the event that an Introduced Client requests any of the above types of work (either through the Syndesi Platform or otherwise), the Lawyer must either refuse to accept an instruction in relation to such work.

You shall have no authority, and shall not hold yourselves out, or permit any person to hold themselves out, or otherwise create the impression that you are authorised to bind a Lawyer, Law Firm or other professional in any way, and shall not do any act which might reasonably create the impression that you are so authorised.

You shall not make or enter into any contracts or commitments or incur any liability for or on any Lawyer, Law Firm or other professionals behalf, including for the provision of services or the price for them, and shall not negotiate any terms for the provision of the services with Clients.

You shall make clear to each Client that both you and Syndesi are facilitating introductions to Lawyers and other professionals, and that neither you nor Syndesi has any authority or ability to negotiate or vary the services or the terms of the services or enter into any contract on the Lawyer, Law Firm or other professionals behalf.

Where your Client is introduced to a Lawyer or other professional through the Syndesi Platform and that Client then introduces the Lawyer, their Law Firm or other professional to a third party who

purchases services from the Lawyer, their Law Firm or other professional, you shall not, by virtue of such initial introduction, be deemed to have introduced the third party to the Lawyer, Law Firm or other professional.

## **D2. Data Protection**

Syndesi and Accountants shall process personal data of Lawyers and and other professionals Clients as independent data controllers.

Both parties shall comply with their respective obligations under the Data Protection Laws.

Without limiting your obligations under the Data Protection Laws, you shall:

- a) provide your privacy notice to the Lawyers ,other professionals and Clients, and comply with it at all times;
- b) keep all personal data confidential, and not disclose it to any third party without notifying each data subject in advance;
- c) implement appropriate technical and organisational security measures to ensure adequate safeguards and security to protection the personal data in accordance with the Data Protection Laws;
- d) not transfer any personal data outside of the UK or European Economic Area unless you ensure that (i) the transfer is to a country approved under the applicable Data Protection Laws as providing adequate protection; or (ii) there are appropriate safeguards or binding corporate rules in place pursuant to the applicable Data Protection Laws; or (iii) the transferor otherwise complies with its obligations under the applicable Data Protection Laws by providing an adequate level of protection to any personal data that is transferred; or (iv) one of the derogations for specific situations in the applicable Data Protection Laws applies to the transfer.

Syndesi and the Accountant shall assist each other in complying with all applicable requirements of the Data Protection Laws. In particular, each party shall:

- a) consult with the other party about any notices given to data subjects in relation to the personal data;
- b) promptly inform the other party about the receipt of any data subject rights request;
- c) provide the other party with reasonable assistance in complying with any data subject rights request;
- d) not disclose, release, amend, delete or block any personal data in response to a data subject rights request without first consulting the other party wherever possible;
- e) assist the other party in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Laws with respect to security, personal data breach notifications, data protection impact assessments and consultations with the Information Commissioner or other regulators;
- f) notify the other party without undue delay on becoming aware of any breach of the Data Protection Laws;
- g) at the written direction of the party who disclosed the personal data, delete or return that personal data and any copies of it to the disclosing party on termination of these Terms unless required by law to store the personal data; and
- h) maintain complete and accurate records and information to demonstrate its compliance with this clause D3.

At the end of the provision of the relevant services, you shall securely delete (including all existing copies) all personal data once processing of such personal data is no longer required for the purpose of your obligations under these Terms.

You hereby indemnify Syndesi, without limitation or exclusion of liability, in full and on demand against all losses, liabilities, costs and expenses (including but not limited to legal costs) arising from or incurred by reason of your failure to comply with this clause D3.

### **D3. Liability**

If we fail to comply with these Terms, we shall be entitled to be given a reasonable opportunity to rectify any errors and to re-perform our obligations. If our failure to comply with our obligations is not remedied following such reasonable opportunity then, subject always to clause 8 of the General Terms, our total liability for all losses, damages, costs, claims and expenses howsoever arising shall be limited in the aggregate to the total subscription aid or payable to you during the 12 month period prior to the date on which the event giving rise to the claim first occurred.

### **D4. Termination by Accountant**

You may terminate this agreement without cause by requesting closure of your account. In such event:

- a) you shall cease all use of the Syndesi Platform on or before the date of termination;
- b) all rights granted to you hereunder shall cease on the date of termination; and
- c) we shall delete your account from the Syndesi Platform on the date of termination or when reasonably practicable thereafter.

Termination of these Terms shall not affect the rights of either party accruing or accrued prior to the termination of this Agreement.

Clauses 6, 7, 8, 9, 10, 12, 13, 14, D2, D3, D4 and D5 (in relation to surviving rights), and all clauses required for their interpretation, shall survive termination of these Terms for any reason.

### **D5. Whitelabelling.**

You hereby grant to Syndesi a royalty-free, worldwide, non-exclusive, non-transferable, non-sublicensable right and licence for the Subscription Term to use your Marks in accordance with the terms of this Agreement for the purposes of Whitelabelling. All uses by Syndesi of your Marks shall be in accordance with any written guidelines issued to Syndesi by you from time to time. You shall include co-branding features, such as the words "Powered by Syndesi" and any other related logos on the Platform on Syndesi's request.

### **D6. Loyalty Rewards**

6.1 In recognition of continued engagement with the Syndesi Platform, Syndesi may, in its sole and absolute discretion, offer a loyalty reward in respect of work undertaken by a Professional or Law Firm for an Introduced Client arising from an enquiry made through the Platform.

6.2 Any such loyalty reward is not consideration for the referral of business, nor a commission, and is offered solely at Syndesi's discretion as a discretionary benefit associated with use of the Platform.

6.3 The form, structure and value of any loyalty reward (which may include, without limitation, monetary payments, credits, service enhancements, promotional support or other benefits) shall be determined by Syndesi in its absolute discretion and may be amended, substituted or withdrawn at any time.

6.4 Where a loyalty reward is calculated by reference to professional fees, it shall be based solely on net professional fees actually received (excluding VAT, disbursements and third-party costs) and shall accrue only upon receipt of cleared funds.

6.5 Nothing in this clause creates any entitlement, expectation, or ongoing right to receive a loyalty reward.

## **Section E: Clients**

This Section E: Clients shall apply between Syndesi and Clients.

## **E1. Legal and Professional Services**

The Lawyers and other professionals do not work for Syndesi. The contract for services is created between the Client and the relevant Lawyer or Law Firm or professional service provider, and not between you and Syndesi. We are not responsible for the performance of any obligations agreed or impliedly agreed through actions between you and the Lawyer or their Law Firm.

Before we provide a Lawyer's or professional's contact details to you, we will have collected certain basic information submitted by them in relation to their identity, experience, training, authorisations and/or qualifications ("**Credentials**"). However, we cannot guarantee that the information submitted by them is accurate and we shall not be responsible for any failure of them to provide to you satisfactory evidence to support the statements on their profile as to their Credentials.

You acknowledge that as a technical service provider, Syndesi has no control over the content of any information or documents exchanged between Users within the framework of and through the Syndesi Platform, except in the exceptional cases referred to herein.

Syndesi does not guarantee the content, quality, completeness, accuracy or conformity of the information, services or documents provided by Lawyers or other professionals, which is the sole responsibility of the lawyer or professional or Firm providing them.

## **E2. Introductions**

Introductions are made via the Syndesi Platform.

You must provide all information relevant to the services you require in the applicable web form.

## **E3. Reviews**

Subject to all other Terms, you may submit your reviews in respect of Lawyers or Other Professionals who you have instructed ("**Reviews**") to Syndesi. You hereby grant us a perpetual, irrevocable licence to use and sub-licence the Reviews for any purpose whatsoever.

You shall not submit any Review(s), on any page or in any area of the Syndesi Platform, that in our reasonable opinion:

- a) are, or may be considered offensive, illegal or inappropriate;
- b) contain information that is inaccurate, false or misleading; or
- c) infringe any rights of any third party and you warrant that you own all Intellectual Property Rights and any other applicable rights in such Reviews.

You acknowledge that making a Review does not guarantee that such Review, or any part thereof, shall appear on the Syndesi Platform. You agree that we may, in our sole discretion, choose to display, edit or to remove any Review or any part of the same that you make on the Syndesi Platform, and you hereby grant to Syndesi a non-exclusive, perpetual, irrevocable, worldwide licence to do so.

## **E4. Limitation of liability**

If we fail to comply with these Terms, we shall be entitled to be given a reasonable opportunity to rectify any errors and to re-perform our obligations. If our failure to comply with our obligations is not remedied following such reasonable opportunity then, subject always to clause 8 of the General Terms, our total liability for all losses, damages, costs, claims and expenses howsoever arising shall be limited in the aggregate to £250.

## **E5. Termination by Client**

You may terminate this agreement without cause at any time by requesting closure of your account on the Syndesi Platform. In such event:

- a) you shall cease all use of the Syndesi Platform on or before the date of termination;
- b) all rights granted to you hereunder shall cease on the date of termination; and

- c) we shall delete your account from the Syndesi Platform on the date of termination or when reasonably practicable thereafter.

Termination of these Terms shall not affect the rights of either party accruing or accrued prior to the termination of this Agreement.

Clauses 6, 7, 8, 9, 10, 12, 13, 14, E1 and E4, and all clauses required for their interpretation, shall survive termination of these Terms for any reason.

**Section F: Other professional users** shall apply between Syndesi and other professional users, both personally and on behalf of their Firms.

### **F1. Other Professionals registration and acceptance**

As part of the online other professional registration form, you must provide us with contact details of a director or partner of your Firm and of your accounts person or team. You warrant that these details are correct, and agree to update them in your account if and when the details change.

After completing the online other professional registration form, you will receive an e-mail from us acknowledging that we have received your request to register as a Professional.. Please note that this does not mean that you have been accepted onto the platform. We will notify you within a reasonable period by email if you have been accepted as a and will provide you with access to the other professionals area of the Syndesi Platform.

If we have invited you to join the Syndesi Platform, you will need to set up a password and input the same information as would be required in the registration form, and you make the same warranties to us as set out in clause B2.

### **F2. Competence**

You warrant and undertake that you are qualified, competent and have all the certifications required to provide the services advertised by you on the Syndesi Platform.

If you tell us that you have a specific certification/qualification/professional status, then upon reasonable request, you shall promptly provide Syndesi and/or Clients with information and/or documentation which proves this. We may request this information as a spot check, or where a Client has complained or asked us to check.

- i) maintain complete and accurate records and information to demonstrate its compliance with this clause.

At the end of the provision of the relevant services, you shall securely delete (including all existing copies) all personal data once processing of such personal data is no longer required for the purpose of your obligations under these Terms.

You hereby indemnify Syndesi, without limitation or exclusion of liability, in full and on demand against all losses, liabilities, costs and expenses (including but not limited to legal costs) arising from or incurred by reason of your failure to comply with this clause F2.

### **F3. Introductions**

By applying for a professional account, you appoint us to facilitate introductions between you (and your Firm) and Clients via the Syndesi Platform.

We will use reasonable endeavours only to suggest you to Clients who appear to be requesting the services you have specified that you provide, but we cannot guarantee that you will only receive relevant requests.

If you do not wish to receive introductions for a period of time (e.g. because you are on holiday or ill), you must notify us in advance via the Syndesi Platform where possible. If advance notice is not

possible (e.g. due to an emergency), you must notify us as soon you can. This will not affect any introductions already in progress, so if you are going to be delayed in providing a quote you must inform the Client as soon as you can.

Unless you give notice to Syndesi by email or message through the Syndesi Platform within 1 business day that you (and/or your Firm) have provided services to a Client within 6 months immediately preceding your introduction to them via the Syndesi Platform, a Client introduced to you through the Syndesi Platform will be an **“Introduced Client”**.

The fees quoted and charged to Introduced Clients shall not be higher than the fees quoted and charged to your and your Firm’s other clients for similar work.

Neither you nor your Firm are obliged to enter into any contract with or provide any services to an Introduced Client on the basis of these Terms.

#### **F4. Termination – Other professionals**

If the Subscription payable is increased in line with this agreement, you may request closure of your account on the Syndesi Platform, which will terminate this agreement.

We may suspend or terminate your access and use of the Syndesi Platform for any of the reasons in clause B5 or if we receive repeated feedback from one or more Clients that your services are unsatisfactory.

You may terminate this agreement without cause on the provision of not less than 30 days’ written notice to us.

In the event that this agreement is terminated by either party:

- d) you shall cease all use of the Syndesi Platform on or before the date of termination;
- e) all rights granted to you hereunder shall cease on the date of termination; and
- f) we shall delete your content and sessions from the Syndesi Platform on the date of termination or when reasonably practicable thereafter.

Termination of these Terms shall not affect the rights of either party accruing or accrued prior to the termination of this Agreement.

Clauses 6, 7, 8, 9, 10, 12, 13, 14, B4, B5, all clauses in G, C8 (to the extent of any unpaid Charges), and all clauses required for their interpretation, shall survive termination of these Terms for any reason.

#### **F5. Client Engagement and Service Standards**

You agree to:

- Maintain a professional standard of service in all engagements arising from referrals;
- Respond to referrals and enquiries promptly and appropriately;
- Ensure your service information remains accurate and up to date on the platform;
- Not misrepresent your relationship with Syndesi.

#### **Section G: Fees, Add-ons, Subscription, commissions and Payment by Law Firms and other Professionals.**

The Fees are payable by Lawyers and Other Professionals and are made up of the Subscription, Add-ons and commissions.

You agree to pay the Fees in accordance with the terms specified in each Order Confirmation and without deduction or set off. All Fees will be payable in UK local currency or a currency specified by Us in the Order Confirmation. All Fees are non-cancellable and non-refundable.

The Subscriptions will be as notified to you in writing and are set out on a per-month basis:

The Add-ons are additional features available to Lawyers and Other Professionals and are additional costs over and above the Subscription, payable on a per-month basis.

All Fees and other charges are exclusive of applicable taxes, such as VAT and other local taxes, charges and levies imposed on Your use of the relevant Syndesi Features, for which You are responsible. We will add these and all applicable local taxes at the appropriate rate depending on your location.

You will be invoiced by Syndesi One Limited on a monthly basis or, where applicable such as an annual Subscription, immediately upon confirmation of your Fees. Any invoice may be sent to the email used for Your Registration and will be deemed to be received pursuant to the Notice terms found at clause 14 below.

We further reserve the right to increase Our Fees at any other time provided that the increase will not take effect until the start of any Further Term and provided You have been provided with at least one month's notice.

If We have applied any discounts to the Syndesi Features in Your Order Confirmation, at the conclusion of the Initial Term or any Further Term to which the discount(s) has been applied, We reserve the right to charge the then current list price for any subsequent Further Term(s).

We reserve the right to:

- a) suspend the supply of and/or access to the any of the Syndesi Features to You where any amounts owed by You are overdue (except for Fees being disputed reasonably and in good faith), or You fail to pay or to provide valid banking details that enable Us to charge the full amount of any outstanding Fees and charges due or You fail to pay Us any sums owed for the relevant Syndesi Features for any reason until all such amounts have been paid in full (together with any accrued interest); and/or
- b) if You remain in default for more than 30 days after being notified in writing to make such payment, then We may terminate the Agreement between Us and You with immediate effect.

Interest shall be payable on overdue amounts at a rate of 4% per annum above the base rate of NatWest Plc from time to time. For the avoidance of doubt, all disputes must be raised in advance of the payment due date. We will provide prior notice of Our intention to restrict Your account by email to Your registered email address or via the Syndesi Platform itself. You will not be able to access all of the features in Your account, and if You do not use Your account within 9 months then, subject always to clause 6 of Schedule 1, Your account may be deleted.

You can upgrade or downgrade your Subscription or Add-ons (together "Your Package").

Any change will become effective:

- a) in respect of any upgrade, including by adding Add-ons to Your Package, immediately, and the Fee payable by You in respect of the then current subscription Term shall be increased to reflect the upgrade on a pro rata basis until its expiry; and
- b) in respect of any downgrade, from the expiry of the current subscription Term provided You have given Us written Notice of at least the relevant notice period specified in this agreement prior to the end of the then current subscription Term. Downgrading Your Package may result in the reduction of Permitted Users, Authorised Users, Add-Ons or other Syndesi Features previously available to You and Your Authorised Users and/or Permitted Users.

Fees are payable:

- a) if You pay for Your Package monthly, monthly in advance either (i) on the Start Date (and monthly thereafter on the same day each month) or (ii) on the final day of the month in which

You subscribed to the Syndesi features (and monthly thereafter). This includes multi-year deals paid monthly, for the avoidance of doubt;

- b) If You pay on an annual basis, annually in advance; and
- c) monthly in arrears if (a) You purchase any Add-ons on a pay-as-you-go basis or (b) You exceed any of Your Limits, and in each case We send You an invoice for those additional charges.

If You wish to terminate your agreement with us, you may do so, however any Fees shall continue to be due and payable until the date upon which Your Package terminates or expires.

## **Commission**

In relation to all work performed by you for an Introduced Client, you shall pay Commission to Syndesi for each Introduced Client. The Commission rate shall be the most recently notified percentage communicated to you by Syndesi via email or stated in the introducer agreement, whichever is later, and may be subject to change. Commission shall not be payable on disbursements or VAT chargeable to the Introduced Client. All Commissions or any other payments shall be payable exclusively to Syndesi and cannot be made directly or indirectly to the accountant.

If you increase or decrease the amount of Commission payable in relation to work performed for an Introduced Client, you will give you at least 30 days' prior written notice. Increases or decreases in Commission will not apply to any work already commenced at the date that increase or decrease came into effect.

You must notify us in writing of the following:

- a) The date you are instructed by a Client;
- b) The amount of the payments due for services; and
- c) The dates on which payments for such services are payable,

no later than 3 business days after you are instructed, and on an ongoing basis no later than 3 business days after each new instruction by the Client.

All Commission payable shall be due to the accountant (whether invoiced or not) within 30 days of the end of the month in which you received the corresponding payment for the services. If the you receives payment in relation to any services performed for a Client, then Commission shall be calculated and paid on such instalments as they are received by the you.

You shall within 30 days of the end of the month in which you received the corresponding payment for services send to Syndesi a written statement setting out, in respect of such month, and in respect of each Introduced Client:

- a) The Commission payable ;
- b) The payments for services received and details of any sums due which have not been received; and
- c) How the Commission has been calculated, including details of all deductions made in determining net income.

Commission shall be payable in pounds sterling.

All sums payable under this agreement:

- a) Are exclusive of value added tax or other applicable sales tax, which shall be added to the sum in question;
- b) Shall be paid in full without any deductions (including deductions in respect of items such as income, corporation, or other taxes, charges and/or duties) except where the payer is required by law to deduct withholding tax from sums payable to the payee. If the payer is required by law to deduct withholding tax, then the payer and the payee shall cooperate in all

respects and take all reasonable steps necessary to (i) lawfully avoid making any such deductions; or (ii) enable the payee to obtain a tax credit in respect of the amount withheld and

If you fail to make any payment due to Syndesi under these Terms by the due date for payment then, without limiting Syndesi's remedies elsewhere in these Terms, you shall pay interest on the overdue amount at the rate of 4% per annum above the Bank of England base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgement. The Law you shall pay the interest together with the overdue amount.

You shall keep separate accounts and records giving correct and adequate details of all instructions from Introduced Clients, all payments received under them and all deductions made in the calculation of net income. You shall permit the duly appointed representatives of Syndesi at all reasonable times to inspect all such accounts and records and to take copies of them. All rights in such records (including but not limited to database right and copyright) shall belong to you.

If any dispute arises as to the amount of Commission payable by you to Syndesi, the same shall be referred to auditors chosen by Syndesi for settlement and their decision, save in the case of manifest error, shall be final and binding on both parties.

Termination of these Terms, however arising, shall not affect the continuation in force of this clause and you're obliged to pay Commission in accordance with it.

## **Section H: Non-Circumvention of Syndesi and Its Network**

### **a. Acknowledgment**

You acknowledge that Syndesi has developed and maintains valuable commercial relationships with a network of accountants, bookkeepers, professional advisers, specialist providers, introducers, and other partners (together, the "Syndesi Network"). You further acknowledge that such relationships have been established through Syndesi's investment of time, resources, due diligence, and goodwill.

### **b. Non-Circumvention**

You agree that you shall not, whether directly or indirectly, during the Term of this Agreement and for a period of twenty-four (24) months following its termination:

1. Contact, approach, solicit, negotiate with, or enter into any commercial arrangement with any member of the Syndesi Network or their clients other than through Syndesi;
2. Facilitate, procure, or assist any third party to do any of the acts described in paragraph (1), whether as principal, agent, introducer, adviser, consultant, shareholder, employee, or otherwise;
3. Enter into any arrangement or take any action which has the purpose or effect of circumventing, bypassing, undermining, or avoiding Syndesi's role in introducing, facilitating, managing, or administering services between you and any member of the Syndesi Network;
4. Divert, or attempt to divert, any opportunity, engagement, referral, or business relationship arising through or connected with Syndesi to any party outside the Syndesi framework.

### **c. Scope**

For the avoidance of doubt, this clause applies to all opportunities, introductions, engagements, and relationships that arise directly or indirectly as a result of your engagement with Syndesi, whether such opportunity is identified during or after the Term.

### **d. Remedies**

You acknowledge that any breach of this clause would cause irreparable harm to Syndesi for which damages alone may not be an adequate remedy, and Syndesi shall be entitled to seek injunctive relief and/or equitable remedies in addition to any other rights available at law.

## **Section I: General Terms**

This Section I: General Terms shall form part of each of the contracts at Sections B to H.

### **I1. Confidentiality**

Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business affairs, customers, clients or suppliers of the other party, except as expressly set out under these Terms.

Each party may disclose the other party's confidential information:

- a) Where required to comply with its obligations under these Terms;
- b) To its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under these Terms. Each party shall procure that its employees, officers, representatives and advisers to whom it discloses the other party's confidential information comply with this clause F1; and
- c) As may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

No party shall use any other party's confidential information for any purpose other than to perform its obligations under these Terms.

All documents and other records (in whatever form) containing confidential information supplied to or acquired by a party shall be returned promptly to the party from which it received such confidential information on termination of these Terms unless such confidential information is required to be retained in relation to any ongoing rights and obligations under these Terms.

### **I2. Non-Solicitation Clause**

1. **Non-Solicitation of Accountants and Other Professionals**  
The User agrees that, during their use of the Syndesi platform and for a period of 12 months after ceasing to use the platform, they will not directly or indirectly solicit, engage, or attempt to engage any accountant or professional listed on the Syndesi platform for services outside the platform without the prior written consent of Syndesi.
2. **Non-Solicitation of Clients**  
The User further agrees not to solicit, contact, or attempt to divert any clients or businesses introduced to them through the Syndesi platform for services outside of the platform during their use of the platform and for a period of 12 months thereafter.
3. **Breach and Remedies**  
In the event of a breach of this clause, Syndesi reserves the right to:
  - Suspend or terminate the User's access to the platform.
  - Pursue legal remedies, including claims for damages and injunctive relief.
4. **Scope**  
This clause applies regardless of whether the solicitation is direct or indirect, and whether the services are offered personally, through a third party, or via a competing platform.

### **I3. Anti-bribery**

The parties shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption ("**Relevant Requirements**"), including but not limited to the Bribery Act 2010.

The parties shall not engage in any activity, practice or conduct outside the UK which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out inside the UK.

Syndesi, the Lawyer and their Law Firm, and the Accountant shall each have and maintain in place throughout the term of these Terms its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and will enforce them where appropriate.

The parties shall promptly report to each other any request or demand for any undue financial or other advantage of any kind received by them in connection with the performance of these Terms.

#### **14. Notices**

All notices given by you to us must be given to Syndesi by email to hello@syndesi.network. We shall give notice to you by posting details on the Syndesi Platform, by using the e-mail or postal address you provided on registration, or such other e-mail or postal address as you notify to us in writing from time to time. Notice will be deemed received and properly served immediately when posted on the Syndesi Platform, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

#### **15. Miscellaneous**

If we fail at any time to insist upon strict performance of your obligations under these Terms, or if we fail to exercise any of the rights or remedies to which we are entitled under these Terms, this will not constitute a waiver of any such rights or remedies and shall not relieve you from compliance with such obligations. A waiver by us of any default shall not constitute a waiver of any subsequent default. No waiver by us of any of these Terms shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

We reserve the right to use third party suppliers or sub-contractors at any time and in any way in respect of the performance of our obligations under these Terms.

#### **16. Severability**

If any of these Terms are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

#### **17. Entire agreement**

These Terms and any document expressly referred to in them constitute the whole terms between you and us and supersede any previous arrangement, understanding or terms between you and us relating to the subject matter of these Terms. Each party acknowledges that, in entering into these Terms, (and the documents referred to in it), neither of them has relied on any statement, representation, assurance or warranty ("**Representation**") of any person (whether a party to these Terms or not) other than as expressly set out in these Terms.

Each party agrees that the only rights and remedies available arising out of or in connection with a Representation shall be for breach of contract as provided in these terms and conditions.

#### **18. Amendments to these Terms**

We may amend these Terms at any time on the provision of notice in writing, by email or via a message displayed on the Syndesi Platform. Your continued use of the Syndesi Platform (whether wholly or partly) shall be deemed your acceptance of such change(s) in respect of the updated or revised Terms. If you do not agree with the changes to these Terms, you may terminate your agreement with us by notice in writing or by email and delete your account on the Syndesi Platform.

## **19. Force majeure**

We shall not be in breach of these Terms nor liable for delay in performing, or failure to perform, any of its obligations under these Terms if such delay or failure result from events, circumstances or causes beyond its reasonable control, including but not limited to any of the following:

- a) Acts of God, flood, earthquake, windstorm or other natural disaster;
- b) epidemic or pandemic;
- c) war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions;
- d) terrorist attack, civil war, civil commotion or riots;
- e) nuclear, chemical or biological contamination or sonic boom;
- f) any law or government order, rule, regulation or direction, or any action taken by a government or public authority, including but not limited to imposing an embargo, export or import restriction, quota or other restriction or prohibition, or failing to grant a necessary licence or consent;
- g) fire, explosion (other than in each case one caused by a breach of contract by, or assistance of, the party seeking to rely on this clause or companies in the same group as such party) or adverse weather conditions;
- h) interruption or failure of utility service, including but not limited to electric power, gas or water;
- i) any labour dispute, including but not limited to strikes, industrial action or lockouts;
- j) non-performance by suppliers or; and
- k) collapse of building structures, failure of plant machinery, machinery, computers or vehicles.

## **10. Complaints**

If you have any questions or complaints, please contact us at [hello@syndesi.network](mailto:hello@syndesi.network).

## **11. Law and jurisdiction**

These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such contracts or their formation (including non-contractual disputes or claims) shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.