TISA Exchange Limited

TeX Re-Registration Service Level Agreement

Document History

Version Number	Date	Comments
1.0	4 April 2012	
2.0	14 Jan 2013	This version incorporates the changes to v1.0 that have been agreed by the TeX Special Advisory Council .
3.0	15 July 2013	Updates on scope and due diligence as agreed by TeX SLA Advisory Council.
3.1	24 July 2013	Pensions removed from scope.
3.2	20 January 2014	Pensions included in scope following Board decision.
3.3	5 February 2014	Pensions specific SLA defined.
3.4	16 June 2015	Minor updates as agreed by TeX Ops Counciil.
3.5	9 July 2015	TeX register section added
4.0	14 July 2016	Changed UKFMPG to UKETRG, wording changes to ISA types to state follows UKETPG definition, wording changes to allow non-UK investment fund transfers as long as UKETRG followed. section 1.4.2 new definition added, Section 6 three changes made.

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Introduction and structure

This document is the SLA that is referred to in, and forms part of, the TISA Exchange Limited ("TeX") Membership Agreement. This document is to be read in conjunction with the rest of the Membership Agreement, but in particular the Contract Terms and the Glossary.

The provisions of Clause 3 (Order of Precedence) of the By-laws will apply to any conflict or inconsistency between this SLA and another part of the Membership Agreement.

Unless otherwise stated, capitalised terms have the meaning given to them in the Glossary. The other documents forming part of the Membership Agreement refer to "Asset Manager", but this SLA refers to "Fund Manager": this is simply because "Fund Manager" is the term used in the UKETRG guidance referred to in section 2.2, and the term is used in this SLA in relation to processes detailed in the UKETRG guidance.

All references to times are to GMT or BST, whichever applies at the time.

Part A of this document is legally binding on Members and TeX and sets out the Service Levels and Standards. Part A should be read in conjunction with Part B, which sets out non-binding guidance notes (including guidance on the scope and objectives of this document) to assist Members. Part A will take precedence if there is any conflict or inconsistency between any of the provisions in Part A and the guidance notes in Part B.

PART A - Service Levels and Standards

1. Scope

1.1. This SLA applies to the transfer of portfolios of assets between Participants where those Participants are Members of TeX and have previously mutually agreed to support such transfers. An entity will be admitted to membership of TeX only after TeX (or the operator on TeX's behalf) have undertaken the new applicant checks defined in the TeX By-laws. Members are responsible for undertaking any additional due diligence relating to other Members necessary to satisfy their own risk and compliance requirements and are not obliged to respond to requests or instructions from a given Member within the TeX process or this SLA unless and until this is complete. The use of the term Participant in this document implies that the relevant due diligence has been successfully completed.

1.2. This SLA covers:

1.2.1. The discovery and transfer of portfolios of assets (assets as detailed in Section 1.2.2) within customer accounts of type:
- General Investment Account (where assets are not held in a tax wrapper)
- Individual Savings Accounts, (as defined by UKETRG)
- UK pensions excludingany containing safeguarded benefits as defined in section 48(8) of the Pension Schjemes Act 2015

1.2.2. The discovery and transfer of portfolios containing assets of type:
- UK investment funds (as defined by the UKETRG)
- Any other type of asset - including but not limited to equities, exchange traded funds, cash deposits, bonds, Trustee Investment Plans and property

1.2.3. The re-registration with the underlying registrar of assets of type:
- UK investment funds (Non UK investment funds maybe transferred using this SLA but must use the UKETRG market practice stantards)

1.3. The scope of the service offered by each Participant will be recorded on the Register of Members.

1.4.   The following are outside the scope of this SLA:

1.4.1.   Any transfer involving a change of beneficial owner

1.4.2.   Any pensions containing safeguarded benefits as defined in section 48(8) of the Pension Schemes Act 2015.

1.4.3.   The re-registration of assets other than UK investment funds, which do not follow and use UKETRG standards.

1.4.4.   Advisor/investor initiation or communication, as each firm will employ their own account set-up and front-end processes.

1.5.   The FCA has stated that transfers between nominees should be conducted within a "reasonable time" and this document defines service levels that are considered to be reasonable.

1.6.   Whilst Participants are encouraged to support electronic messaging, this SLA applies to Participants communicating electronically and manually (e.g. via the postal service). In the case of manual communication the SLA defines the duration of Participants processes and excludes the time taken for the message to be delivered.

2.   Messaging Standards and Components

2.1.   Participants will communicate between one another using a set of portfolio transfer messages as follows:

2.1.1.   Where messages are sent and received by clients of the same system (see section 9.3) they may be in the format used by that system as long as they achieve the relevant business intention.

2.1.2.   Where systems providers have bespoke links between them, and both Participants agree to exchange re-registration messages via these links, the messages may be transmitted in any format agreed between the systems providers as long as they achieve the relevant business intention.

2.1.3.   In all other cases where messages are sent outside a system they must comply with the ISO 20022 standard as reflected in the UKETRG guidance referred to in section 2.2.

2.2.   Market practices and messaging standards have been prepared by the UK Electronic Transfers & ReRegistration Group (UKETRG) based on the ISO 20022 standard. Adoption of UKETRG standards is subject to periodic review and approval by TeX Members. The versions of UKETRG standards that apply to TeX Participants will be listed on the TeX website.

2.3.   Where there are any points of disagreement between this document and the UKETRG then this document takes precedence.

2.4.   The use of Discovery Messages by an Initiating Participant is not mandatory but if a Discovery Message is received by a Non-Initiating Participant that Participant must respond in accordance with the Service Levels.

2.5.   Manual communication: Where Participants are sending transfer messages electronically, all correspondence that would

otherwise be sent between the Participants by post or fax must be suppressed. This does not affect the provisions of clause 6.3.2 of the Contract Terms, which allow Participants to communicate non-electronically where there is an Exceptional Circumstance.

2.6. Where the relevant Participants have an established electronic messaging capability, all instructions and correspondence related to the transfer (as defined by the UKETRG)market practices) must be sent electronically unless otherwise agreed between the counterparties.

3. Interpreting the Service Levels

3.1. As defined in the Glossary, a "Business Day" is any day on which the London Stock Exchange is open for business.

3.2. For the purposes of section 4, a reference to a message being sent "**within 1 Business Day**" means that it must be sent on or before 17.30 on the next following Business Day, provided that the event triggering the start of the Service Level occurs (or is deemed to have occurred, for example in the case of deemed receipt of a message) on or before 17.30 on a Business Day.

If the trigger event occurs or is deemed to have occurred (a) between 17.31 and 00.00 on a Business Day or (b) on a day other than a Business Day, then the trigger event will be treated as having occurred on the next following Business Day. A reference to "within 2 Business Days" will be interpreted accordingly.

For example: (1) a portfolio transfer instruction received at 17.30 on Monday must, under the 1-Business Day Service Level, be confirmed or rejected or acknowledged on or before 17.30 on Tuesday; (2) a portfolio transfer instruction received at 10.00 on Friday, where the following Monday is not a Business Day, must be confirmed or rejected or acknowledged on or before 17.30 on Tuesday; (3) a portfolio transfer instruction received at 17.45 on Wednesday will be treated as having been received on Thursday, and therefore must be confirmed or rejected or acknowledged on or before 17.30 on Friday.

3.3. Any Business Day on which a Member's business continuity plan has had to be instigated for any reason (including through a loss of connectivity or natural disaster) does not count when assessing that Member's performance against the Service Levels. This does not affect a Member's obligations in relation to an Event of Force Majeure under the By-laws.

4.   Service Levels

Phase	Message Component	Process Owner	Service Level
Discovery (Optional phase, but subject to section 2.4)	Information Response	Trigger: The Acquiring Party requests information concerning the product and assets that the Customer wishes to transfer. ▪ The Ceding Party will validate the request and return a list of assets/cash and quantities held by the Customer.	Within 1 Business Day after receipt of the Discovery Message Within 2 Business Days for pensions
Portfolio Transfer	Portfolio Transfer Confirmation	Trigger: The Acquiring Party instructs which assets are to be transferred and which assets are to be sold and transferred as cash. For all transfers other than Customer to Nominee: ▪ The Ceding Party will validate the instruction and confirm that it will proceed as requested. For Customer to Nominee transfers: ▪ No service level applies to portfolio transfer confirmations from the Acquiring Party.	Within 1 Business Day after receipt of the Portfolio Transfer Request Within 2 Business Days for pensions
Asset Transfer	Transfer Out Instruction	Trigger: The Ceding Party sends a portfolio transfer confirmation message. For all transfers other than Customer to Nominee: ▪ Where assets are to be re-registered, the Ceding Party will instruct the relevant Fund Manager/Registrar. For Customer to Nominee transfers: ▪ No service level applies to transfer out instructions from the	Within 1 Business Day after sending the Portfolio Transfer Confirmation

Phase	Message Component	Process Owner	Service Level
		Acquiring Party.	
Asset Transfer	Transfer In/Out Confirmation	Trigger: The Fund Manager receives a transfer out instruction. For all transfers other than Customer to Nominee: ▪ The Fund Manager will update the fund register and notify the Ceding Party of the transfer out and the Acquiring Party of the transfer in. For Customer to Nominee transfers: ▪ The Fund Manager will update the fund register and notify the Acquiring Party of the transfer in.	Within 2 Business Days after receipt of the Transfer Out Instruction
Redemption	Redemption Process	Trigger: The Acquiring Party instructs which assets are to be redeemed and transferred as cash. For all transfers other than Customer to Nominee: ▪ The Ceding party will place redemption instructions through their normal dealing process. For Customer to Nominee transfers: ▪ No service level applies to redemptions from the Acquiring Party.	Within 1 Business Day after receipt of the Portfolio Transfer
Cash Transfer	Payment Advice	Trigger: A payment is made from the Ceding Party to the Acquiring Party relating to the proceeds of asset redemptions and/or the transfer of uninvested cash held in the portfolio. ▪ The Ceding Party will send a payment advice to the Acquiring Party. The payment advice must identify the payer, the Customer and the transfer reference, the amount and the date the payment is sent.	No later than 17.30 on the day of payment

Phase	Message Component	Process Owner	Service Level
		▪ Multiple payments may be made dependant on the settlement cycle of the underlying assets. Conversely, payments relating to uninvested cash and multiple asset redemptions may be combined into a single payment. No service level is defined within TeX for the timing of payments made by the Ceding Party.	
Completion	Transfer Status Complete	Trigger: The Ceding Party has confirmed all asset transfers (i.e. received all Transfer Out Confirmations or, for Fund Manager to Nominee transfers, sent all Transfer In Confirmations) and sent the last Payment Advice. For all transfers other than Customer to Nominee and Nominee to Customer (commencing from asset transfer): ▪ The Ceding Party will issue a final notification to confirm to the Acquiring Party that all transfers have been completed and all redemption proceeds and uninvested cash has been remitted. For Customer to Nominee transfers and Nominee to Customer (commencing from asset transfer): ▪ No service level applies to transfer complete notifications from the Acquiring Party	Within 1 Business Day after: i) receipt of all Transfer Out Confirmations, or for Fund Manager to Nominee transfers, sending all Transfer In Confirmations; and ii) sending the last Payment Advice

5. Exception Handling

5.1.   Where a Participant receives a request that cannot be processed (for instance due to invalid customer details), a reject notification should be issued to the sending party within the stated service level.

5.2.   Where a Participany receives a request that cannot be processed within the service level due to one of the exception cases listed below, a delay notification should be issued to the sending party within the stated service level. Delay notifications may only be used for the exception cases listed below.

5.3.   The following (which are explained further in section 15) are exceptions to normal processes that do not fit completely into the processes in section 4 above and/or which cannot be completed within the timescales in section 4:

- In-flight transactions
- Residual income
- Bulk transfers
- Cancellation/Cooling-off period reversal
- Exit fee handling
- Client authorisation
- Pending conversions

5.4.   The principles to be followed for in-flight transactions, residual income and bulk transfers are that: (i) discussions will be held between the Participants and agreement reached on how the Transfer will be handled, (ii) the UKETRG messages should be (but are not required to be) used to implement what was agreed, and (iii) the Service Levels will then apply unless the Participants agree to the contrary. Where the exception handling process is to be initiated, or has already been agreed, by the Participants the Ceding Party must acknowledge receipt of a Portfolio Transfer Request in accordance with the Service Levels.

5.5.   Illustrative examples are shown in the Guidance Notes in section 15 below. Section 15 also sets out guidance on cancellation/cooling-off period reversals.

6. TeX Register data

TeX Members firms are required to add and maintain certain data items on the TeX Register. This section details those data items and whether they are mandatory (M) or optional (O) for inclusion on the TeX register.

- Market practice version supported; choice of: V1 or Current (use of either assumes current iteration of the version) (M)
- Name, Email address and contact number for your Transfers processing team for initial enquiries (M)
- Name, Email address and contact number for your first escalation point for escalated enquiries (M)
- Name, Email address and contact number for your second (and final) escalation point for escalated enquiries prior to escalation to TeX (M)
- Confirmation that you do or don't use electronic messaging (M)
- EEA or FCA reference number (M)
- Brand (M)
- Entity Name (M)
- Do you have CREST settlement; Yes/No? (M)
- BIC & DN – Only to be populated if using electronic messaging ((M) if using electronic messaging)
- Electronic transfer restrictions e.g. Only beta ISA or Not beta ISA ((M) If using Electronic messaging)
- Pension declaration ((M) for Pension members): The type of declaration your clients complete for a transfer in and the type/s you accept for a transfer out; choice of: TeX, Origo, TeX & Origo or None
- Products supported – For Transfers in and transfers out; choice of; S&S ISA, CASH ISA, JISA, GIA and Pension. (O)
- Rejection Issues – Details of any issues that will cause a rejection (O)
- Account Number Format (M)
- Transfer Process Extra – Any additional information to aid successful transfer (O)

n.b. The TeX member is responsible for all details stated on the TeX Register and these must be current and up to date.

7. Changes to the Service Level Agreement

Proposed changes to this document will be advised to the Board by a TeX SLA Advisory Council to be established under the Articles of Association. Changes to this document will be made in accordance with the change control process set out in the By-laws.

Part B – Guidance Notes

8. Statement of Objective

The objective of this document is to specify Participant responses and turnaround standards, for a common set of portfolio transfer messages and re-registration scenarios prepared by the UK Funds Market Practice Group (UKETRG) and to provide the operational detail for obligations specified in the Contract Terms.

9. Messaging Components

9.1. The UKETRG market practice for portfolio transfer and re-registration outlines a number of scenarios for transfers between different parties. The scenarios from the UKETRG should be used, however many scenarios have common components and this SLA has been based on these individual components. For example, the scenarios for Fund Manager to Fund Manager, Fund Manager to Nominee and Customer to Nominee all use the same components, albeit with slightly different names.

9.2. Each scenario has been broken down into these standard message components, and for each of these message components that pass between two parties a service level has been specified.

9.3. Where in section 2.1 it refers to messages being sent and received by clients of "the same system", this is not intended to be restricted to a single instance of a system and would capture messages sent between Participants using the same systems provider.

10. Quality Standards

10.1. Some standing data may be stored on the Register of Members as specified in the By-laws, particularly the electronic systems address of a Member. Some standing data may need to be stored by each Member, and this may include bank account details of transferring parties, settlement details and preferred payment methods[1].

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[1] The final list of standing data and the split between the Register of Members and the systems of Members will be refined in the light of interoperability testing.

10.2. For the purposes of Clause 3.2 of the Contract Terms, Members will be responsible for ensuring that networks used by their system providers have adequate security and have the ability to, and will, authenticate the source of the message. What is considered to be "adequate" is for each Member to decide in the context of its own risk tolerance, materiality thresholds and risk capital.

10.3. Rejection or error messages are to be returned within the same Service Level as that applicable to an acceptance or confirmation message for that particular component, and a status report must be returned with a reason for the rejection. The reasons for rejection of a transfer request or Discovery Message should be legitimate business reasons rather than an unwillingness to re-register or as a method of avoiding compliance with the Service Levels.

11. Assumptions/Principles

11.1. This SLA is focussed primarily on defining response and turnaround times for each message type.

11.2. All service levels must deliver a fair outcome for consumers whilst proving cost effective and achievable for participants.

11.3. It should be noted that the requirement to re-register within the FCA requirement of a "reasonable time" does not require that this is performed electronically and the Service Levels have been drafted to be inclusive rather than to exclude those Members who could not achieve electronic re-registration initially.

11.4. This SLA has been drafted to allow for overnight processing of a message received (e.g. a pricing cycle) where required. Again, this is felt more inclusive and attempts not to exclude Members who may not have system capabilities to respond more quickly.

11.5. It is expected that, as systems develop to support straight through and real-time processing, Service Levels will become significantly reduced. The process for changing the Service Levels is as noted in section 6.

11.6. Service standards should be applied to all 'standard' transfer requests, where accurate, authenticated and compliant message requests have been received.

11.7. Existing market practices for the operation of Group 1 and Group 2 Units will remain.

11.8. Fund Manager redemption settlements will continue to operate on a T+4 basis (or contractual settlement date or as required by appropriate regulation). All payments will be made to the ceding nominee as legal owners of the Units or, for Customer to

Nominee transfers, to the acquiring party as agent of the Customer.

11.9.   No future dated transfers will be supported. Confirmation timestamps should never be later than the point at which the associated confirmation message is sent.

12.   Monitoring of Standards

12.1.   Each Member is bound under the Contract Terms to comply with the service standard for each component as outlined in section 4.

12.2.   Each Member will report management information to TeX as defined in the latest version of the Re-Registration MI document published on the TeX website.

13.   Service Level Illustration

Illustrative examples of a transfer or transfers under this SLA will be posted to the TeX Website from time to time.

14.   Discovery and Completion Messages

14.1.   Discovery Messages (i.e. Information Request and Information Response)

14.1.1.   Discovery Messages are most likely to be used where acquiring nominees wish to confirm the asset holding data prior to initiating a transfer. Under the Contract Terms, each Participant is required to use Discovery Messages for legitimate purposes only and must only request data about an individual that it has the authority to request.

14.1.2.   Although Discovery Messages are not mandatory messages it is strongly recommended that they are used to support the Nominee to Nominee transfer process as they will assist with reconciliation and will minimise rejections. Where Discovery Messages are used the Service Level specified in section 4 must be met.

14.1.3.   The Acquiring Party may choose to skip the Discovery stage and simply send a portfolio transfer request. This would however leave the Acquiring Party at risk if the asset data provided by the client wishing to transfer is inaccurate or

incomplete.

14.1.4. If a Discovery Message is received from an Initiating Participant then the Non-Initiating Participant will respond within the specified Service Level without requesting additional information.

14.1.5. The Information Response message includes an indicative unit quantity. This field is solely for information purposes and the eventual units re-registered may be more or less. It should not be relied on for reconciliations.

14.2. Completion Messages

The Transfer Status Complete component is issued when the final asset or cash component has been completed from the original transfer request.

15. Exception Handling

15.1. While it is expected the Service Levels will be applied to all portfolio transfer activity, there may be times when the Participants decide to 'opt out' of some aspects. If the activity relates to one of the exceptions listed in section 5 (Exception Handling), such as dealing with a bulk client portfolio transfer request, then the process in section 5 will apply. If the Participants want to opt out of complying with the Service Levels in any other circumstance, this can only be done in accordance with the Contract Terms (which includes notifying TeX of the agreement to opt out within 2 Business Days).

15.2.

15.3. In-flight transactions:

15.3.1. This term is intended to cover such items as pending acquisitions and disposals. The formal definition is in the UKETRG guidance referred to in section 2.2.

15.3.2. The Ceding Party will decide to accept the initial request in respect of those assets that can be transferred or indicate a pending transaction.

15.4. Residual Income:

15.4.1. This term covers items arising after the despatch of a completion message, and may cover income and capital items (such as interest accrued, dividends in cash or in specie, partial redemptions, and partial capital distributions).

15.4.2. How these will be treated should be determined by the Ceding Party implementing its policy for de minimis amounts.

15.4.3. Once the decision has been made the standard messages can be used to transfer the assets from the Ceding Party to the Acquiring Party and the Service Levels will then apply.

15.4.4. In some circumstances (e.g. a receipt of dividend and subsequently a receipt of a partial capital distribution) this cycle may have to be repeated several times.

15.5. Bulk Transfers:

15.5.1. This term is used to distinguish between the transfer of a single client or portfolio and a book of business such as a bulk transfer of an adviser's clients.

15.5.2. Bulk transfers are usually treated as projects by the adviser, the Ceding Party and the Acquiring Party, often with appropriate consultation, an agreed timetable, and sometimes with dedicated personnel. It is intended that this should continue in future.

15.5.3. Once the timetable has been agreed between all parties, the UKETRG messages may (but are not required to) be used to implement the agreement, in which case the Service Levels will apply unless different timescales are agreed between the Participants.

15.6. Cancellation/Cooling-off period reversal:

15.6.1. This refers to the situation where the Customer exercises his cooling-off right (i.e. exercises his statutory cancellation right during the prescribed cooling-off period) in relation to a product or investment after a Transfer has been instructed and the transaction needs to be reversed.

15.6.2. These are expected to occur infrequently but will require a new transfer event.

15.6.3. How the reversal will be treated should be determined by agreement between the Participants, and the UKETRG messages may (but are not required to) be used. If the Participants agree to use the UKETRG messages, the reversal should be initiated as a new Transfer by the Acquiring Party - the Ceding Party from the original Transfer - using a Portfolio Transfer Request. The Service Levels will apply unless different timescales are agreed between the Participants.

15.7. Exit fee handling

15.7.1. Where the terms and conditions of the Ceding Party necessitate contact with the customer to arrange exit fees the Ceding Party may respond to a Portfolio Transfer Request with a delay message and issue the Portfolio Transfer Confirmation outside of the defined SLA.

15.8. Client authorisation

15.8.1. Where the terms and conditions of the Ceding Party necessitate contact with the customer to authorise the transfer the Ceding Party may respond to a Portfolio Transfer Request with a delay message and issue the Portfolio Transfer Confirmation outside of the defined SLA.

15.9. Pending conversions

15.9.1. Where the Ceding Party has initiated a conversion process that will alter the holdings of the customer's account then the Ceding Party should:

- Respond to a Portfolio Information Request with a delay message and issue the Portfolio Information Response once the conversion is complete

- Reject a Portfolio Transfer Request