



QUILTER CHEVIOT

Terms of business

Quilter Cheviot Introducer

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Section 1: Interpretation

- 1.1** A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.2** Words in the singular shall include the plural and vice versa. Any words following the terms including, include, in particular, for example or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.3** A reference to 'Quilter Cheviot', 'us', 'our' or 'we' is a reference to Quilter Cheviot Limited.
- 1.4** A reference to a law is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it. References to laws and regulations in these Introducer Terms of Business include the laws and regulations applicable to Quilter Cheviot and the Introducer in any jurisdiction
- 1.5** **Adviser Charge:** any charge in respect of the provision of a personal recommendation by the Introducer in relation to a retail investment product or related service which is payable to the Introducer by or on behalf of a Client to whom such personal recommendation was made or related service provided.
- 1.6** **Agreement:** means the agreement entered into between the Introducer and Quilter Cheviot incorporating these Introducer Terms of Business and, where applicable, the Introducer Registration Form.
- 1.7** **Applicable Data Protection Laws:** any relevant legislation in force from time to time protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the country or territory in which the data controller and/or data processor is established, including the General Data Protection Regulation (EU) 2016/679, Data Protection Act 2018 and the data Protection (Jersey) Law 2018.
- 1.8** **Client:** means a Prospective Client who has been Referred by the Introducer and entered into a Relevant Contract.
- 1.9** **DIFC:** the Dubai International Financial Centre.
- 1.10** **DFSA:** the Dubai Financial Services Authority and any successor or replacement bodies which regulate financial services in the DIFC.
- 1.11** **Client Terms:** means the standard Quilter Cheviot client terms and conditions (for the applicable country and Client), as updated from time to time and available at www.quiltercheviot.com.
- 1.12** **FCA:** the United Kingdom Financial Conduct Authority and any successor or replacement bodies which regulate financial services in the United Kingdom.
- 1.13** **FCA Rules:** the rules, guidance, principles and codes in the Handbook of Rules and Guidance issued by the FCA.
- 1.14** **FSCA:** the South African Financial Sector Conduct Authority and any successor or replacement bodies which regulate financial services in South Africa.
- 1.15** **Introducer:** the organisation which refers, or has Referred, Prospective Clients to Quilter Cheviot and, where applicable, is named in section A of the Introducer Registration Form.
- 1.16** **Introducer Registration Form:** where applicable, the form completed and signed by the Introducer in order to

enter into a business relationship with Quilter Cheviot.

- 1.17 JFSC:** the Jersey Financial Services Commission and any successor or replacement bodies which regulate financial services in Jersey.
- 1.18 National Regulator:** a national financial services regulator apart from the FCA, such as the FSCA, DFSA and JFSC.
- 1.19 Platform:** a platform service provider (as defined in the FCA Rules) with which Quilter Cheviot has an agreement and which the Introducer has selected to provide a platform service (as defined in the FCA Rules) for its clients.
- 1.20 Prospective Client:** a person (who may be a policyholder of an offshore bond) to whom Quilter Cheviot has not previously provided goods or services or been in negotiations to provide the Services before the Referral Date.
- 1.21 Referral Date:** for each Prospective Client, the date during the term of this Agreement upon which the Introducer first Refers such Prospective Client to Quilter Cheviot.
- 1.22 Referral:** the provision to Quilter Cheviot of the contact details of a Prospective Client who knows one or more individuals at the Introducer and such contact details relate to an individual who is authorised in his own right to purchase, or is of sufficient seniority to authorise or recommend the purchase of, Services from Quilter Cheviot. **Refer, Refers** and **Referred** shall be interpreted accordingly.
- 1.23 Relevant Contract:** a contract for the supply of Services entered into during the term of this Agreement between Quilter Cheviot and a Prospective Client who was Referred by the Introducer.
- 1.24 Services:** investment management, custody, and any other services, provided by Quilter Cheviot.

Section 2: Quilter Cheviot

- 2.1** Quilter Cheviot Limited (trading as 'Quilter Cheviot' and 'Quilter Cheviot Investment Management'), is a private limited company registered in England and Wales with number 01923571, and whose registered office is at Senator House, 85 Queen Victoria Street, London, EC4V 4AB. Quilter Cheviot Limited has established a branch in the DIFC with number 2084.
- 2.2** Quilter Cheviot is: (1) authorised and regulated by the FCA (with number 124259); (2) regulated by the FSCA in South Africa; and (3) authorised and regulated by the DFSA in the DIFC. Accordingly, in some respects the regulatory system that applies will be different from that of the United Kingdom.
- 2.3** Quilter Cheviot's UK VAT number is available on www.quiltercheviot.com.

Section 3: Commencement

- 3.1** Unless agreed otherwise by us, the Agreement shall commence on the date of last signature in section G of the Introducer Registration Form and continue until termination or expiry in accordance with these Introducer Terms of Business.
- 3.2** Notwithstanding clause 3.1 above, unless we agree otherwise, where the Introducer is an appointed representative (as defined in the FCA Rules), we shall not accept any Referrals from the Introducer, enter into a Relevant Contract with a Prospective Client Referred by it or otherwise provide any Services to its clients, until the Introducer's principal has also agreed to these Introducer Terms of Business (if it has not already done so).

Section 4: Introducer

- 4.1** The Introducer confirms that it shall: (1) comply with all applicable law, regulation and rules; (2) notify Quilter Cheviot promptly (and in any event within 5 days) upon becoming aware that it has breached any applicable law, regulation or rule, is subject to a formal investigation or disciplinary action by a regulatory or governmental body, or if a Client complains about us; and (3) not do or omit to do anything which could cause us to breach any applicable law, regulation or rule.
- 4.2** If the Introducer is or should be authorised or regulated (or both) by the FCA or a National Regulator, the Introducer confirms that it is, and will for the duration of this Agreement remain, authorised and regulated (or both) by the FCA or such National Regulator (as applicable) and that it will ensure that any individuals employed or engaged by it who are, or should be, authorised or regulated (or both) by the FCA or a National Regulator will remain so authorised or regulated (or both) during the term of this Agreement.
- 4.3** The Introducer confirms that it has all the necessary consents and approvals to comply with all of its duties and obligations set out herein.
- 4.4** The Introducer shall have no authority, and must not hold itself out as being authorised to bind, or incur any liability for or on behalf of, Quilter Cheviot.
- 4.5** The Introducer must not: (1) vary or attempt to vary the terms of the Services Quilter Cheviot provides; (2) use Quilter Cheviot's name, logo or trade marks without the prior written consent of Quilter Cheviot; (3) provide to Prospective Clients or Clients any of Quilter Cheviot's marketing material which is designated for intermediaries or advisers only; or (4) make any statements concerning Quilter Cheviot or its Services which are not contained in Quilter Cheviot's marketing material.
- 4.6** Quilter Cheviot may, where applicable, require the Introducer to demonstrate its authority to act as agent for Clients or Prospective Clients.
- 4.7** If the Introducer is a firm of accountants or solicitors, Quilter Cheviot may assume, unless and until notified otherwise, that the Introducer: (1) has a licence from a designated, professional body which remains in effect; and (2) if established in the UK, is able to carry on exempt regulated activities in the UK or if not established in the UK, is able to carry on the equivalent of exempt regulated activities according to the law and regulation of the jurisdiction in which such Introducer is established.

Section 5: Internet access

- 5.1** If requested by the Introducer or the Client, Quilter Cheviot shall grant the Introducer access to our internet service. The Introducer must keep any user ID and password provided confidential and must not allow unauthorised use or access to this service by anyone outside of the Introducer's organisation. Any rights of access to this service may not be assigned, licensed or otherwise transferred by the Introducer without the prior written consent of Quilter Cheviot.
- 5.2** Quilter Cheviot may change the content, presentation, performance, user facilities and availability of any part of its internet service without notice. Quilter Cheviot does not warrant or guarantee the accuracy, adequacy, quality or fitness for any particular purpose or use of its internet service. Quilter Cheviot shall take reasonable steps to protect personal data but cannot guarantee the security of any data disclosed online. The Introducer accepts the inherent security implications of passing information over the internet and agrees that internet services are used at the Introducer's own risk. We reserve the right to suspend or cease the Introducer's access (or the access of any individual within the Introducer's organisation) to our internet services at any time without notice and at our sole discretion (acting reasonably) and will do so promptly on request from a Client or if the Introducer breaches the terms of this clause 5 (or we reasonably believe it to have done so). Subject to clause 15.9, Quilter Cheviot shall not be liable in respect of any errors, omissions or breaches of security in relation to our internet service.

Section 6: Anti- money laundering, bribery, sanctions, corruption and facilitation of tax evasion

- 6.1** The Introducer must: comply with all applicable laws, statutes, regulations and codes relating to anti-money laundering, terrorist financing, financial sanctions, anti-bribery, anti-corruption and anti-facilitation of tax evasion; promptly (and in any event within 5 days) report to Quilter Cheviot any request or demand for any undue financial or other advantage received by, or given by, the Introducer; and immediately notify Quilter Cheviot in writing if a foreign public official is or becomes an officer or employee of the Introducer or owns or acquires a direct or indirect interest in the Introducer.
- 6.2** Quilter Cheviot may act, in good faith, to avoid violation of any applicable anti-money laundering, terrorist financing, financial sanctions, anti-bribery, anti-corruption or anti-facilitation of tax evasion laws, statutes, regulations and codes, including terminating the Agreement or withholding payments.
- 6.3** The Introducer must comply with Quilter Cheviot's Third Party Anti-Bribery/Corruption and Facilitation of Tax Evasion Standard as set out in Schedule 1 and updated on Quilter Cheviot's website from time to time.
- 6.4** The Introducer shall:
- (a) not engage in any activity, practice or conduct which would constitute either a UK tax evasion facilitation or a foreign tax evasion facilitation offence under the Criminal Finances Act 2017;
 - (b) have and shall maintain in place throughout the term of the Agreement such policies and procedures as are both reasonable to prevent the facilitation of tax evasion by another person (including without limitation employees, agents and subcontractors of the Introducer) and to ensure compliance with clause 6.4(a);
 - (c) promptly report to Quilter Cheviot any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017, in connection with the performance of the Agreement; and
 - (d) unless agreed otherwise with Quilter Cheviot and where relevant, annually certify in writing signed by an officer of the Introducer, compliance with this clause 6.4 by the Introducer and all persons associated with it under clause 6.5. The Introducer shall provide such supporting evidence of compliance as Quilter Cheviot may reasonably request.
- 6.5** Where relevant, the Introducer shall ensure that any person associated with it who is performing services in connection with the Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Introducer in this clause. The Introducer shall be responsible for the observance and performance by such persons of such agreement, and shall be directly liable to Quilter Cheviot for any breach by such persons of that agreement.
- 6.6** Breach of this clause 6 shall be deemed a material breach under clause 14.
- 6.7** For the purposes of clause 6.4(b), the meaning of reasonable prevention shall be determined in accordance with any guidance issued under the Criminal Finances Act 2017.

Section 7: Instructions

- 7.1** Quilter Cheviot will be entitled to assume that any information provided about a Client by the Introducer is complete and accurate and that it remains so unless Quilter Cheviot is advised otherwise. The Introducer will notify us immediately if it becomes aware of any changes to the identity or contact details of a Client or to any other information the Introducer has supplied in relation to a Client.
- 7.2** Quilter Cheviot shall only accept instructions from those individuals who are authorised to give instructions on behalf of the Introducer or who the Introducer has previously advised us have authority to give instructions on its behalf. Unless the Introducer is acting as the Client's agent or otherwise agreed by us, we shall only

accept a limited range of instructions from the Introducer on behalf of a Client and will not accept investment instructions relating to a Client's account or instructions to change a Client's investment objectives or risk profile without confirmation of such instructions from the relevant Client.

- 7.3** Quilter Cheviot may send to, and receive information from, the Introducer by electronic media.
- 7.4** The Introducer shall provide its Clients for whom we provide services with a copy of our Client Terms and obtain their consent to our Order Execution Policy (see <https://www.quiltercheviot.com/important-information/order-execution-policy/> for a copy of the policy).
- 7.5** If the Introducer is acting as agent for a Client: (1) in giving instructions on behalf of a Client, the Introducer confirms that it is duly appointed as the agent of the Client, with the Client's full authority to act in relation to all matters in relation to the Agreement; (2) where the consent of a Client is required under law, regulation or the FCA Rules, we are entitled to accept the Introducer's express written consent as the consent of the Client and to assume that the Introducer is authorised to give that consent; (3) if a document requires signing by the Client we are entitled to rely on the Introducer's confirmation that the Client has duly signed and returned it to the Introducer; (4) for the avoidance of doubt, by entering into the Agreement, the Introducer gives its express written consent to our Order Execution Policy. This means that the Introducer agrees that orders given by it may be executed outside a regulated market or multilateral trading facility.

Section 8: Referrals

- 8.1** The Introducer shall make Referrals of Prospective Clients to Quilter Cheviot, only in accordance with these Introducer Terms of Business.
- 8.2** The Introducer shall ensure that: (1) its interests do not conflict with the Agreement; (2) any Referral will not impair compliance with Quilter Cheviot's duty to act in the best interests of the Prospective Client; and (3) it informs Quilter Cheviot promptly (and in any event within 5 days) if a Client or Prospective Client terminates any agreement with the Introducer.
- 8.3** Where a Prospective Client is Referred by the Introducer and the Prospective Client then refers Quilter Cheviot to a third party who purchases Services from Quilter Cheviot, the Introducer shall not, by virtue of such initial Referral, be deemed to have Referred the third party to Quilter Cheviot.
- 8.4** Upon request, the Introducer shall promptly (and in any event within 5 days) provide to Quilter Cheviot such details regarding a Prospective Client who intends to enter into a Relevant Contract as are reasonably required to: create a new client record; confirm identity; and carry out anti-money laundering, conflict checks and other due diligence.

Section 9: Suitability and appropriateness

- 9.1** Subject to applicable law and regulation:
- (a) when Quilter Cheviot carries out an assessment of the suitability of a personal recommendation or decision to trade for the purposes of the FCA Rules, or those of the applicable National Regulator, it may rely on information provided by the Introducer and/or the Client regarding the Client's: (1) knowledge and experience in the investment field and understanding of the risks involved, (2) financial situation, and (3) investment objectives; and
 - (b) when Quilter Cheviot carries out an assessment of the appropriateness of its products or services for the purposes of the FCA Rules, or those of the applicable National Regulator, it may rely on information provided by the Introducer and/or the Client regarding the Client's knowledge and experience in the relevant investment field.
- 9.2** Where Quilter Cheviot has requested information from the Introducer pursuant to clause 9.1, the Introducer must promptly (and in any event within 5 days) respond to such request with the information requested.

Where Quilter Cheviot has received information from the Introducer pursuant to clause 9.1, the Introducer must promptly (and in any event within 5 days) inform Quilter Cheviot if it becomes aware of any changes to Clients' circumstances which may affect any information previously provided to Quilter Cheviot by it or any assessments carried out by it for the purposes of the suitability or appropriateness obligations under the FCA Rules or those of the applicable National Regulator.

- 9.3** To the extent required by applicable law or regulation, the Introducer must ensure that it has appropriate systems and controls in place to determine if it has made a personal recommendation.
- 9.4** For Quilter Cheviot's managed portfolio service (not on a Platform), if the Introducer recommends that a Client select a particular managed portfolio service strategy, the Introducer will be responsible for ensuring that the strategy they have recommended is suitable for the relevant Client and that it meets that Client's investment objectives and risk tolerance on an ongoing basis. The Introducer acknowledges that where it is carrying out that assessment, Quilter Cheviot will rely on it to do so and that Quilter Cheviot's role will be limited to ensuring that the investments bought and sold accord with the stated description and objectives of the relevant managed portfolio strategy. All relevant information about each of Quilter Cheviot's managed portfolio service strategies can be found at www.quiltercheviot.com or by contacting Quilter Cheviot's managed portfolio service team.

Section 10: Payment

- 10.1** Quilter Cheviot will not pay any commission, remuneration or benefit in kind to the Introducer except where permitted by applicable law and regulation.
- 10.2** Except if agreed by Quilter Cheviot (in compliance with law and regulation), the Introducer shall only be remunerated by an Adviser Charge. The Introducer must agree the total Adviser Charge including any applicable VAT with the Client before Quilter Cheviot provides the Services to such Client. We will not facilitate the payment of any Adviser Charge until the Client notifies us in writing of the Adviser Charging arrangements. Should these change at any time, the Introducer must notify Quilter Cheviot promptly (and in any event within 5 days). Any Adviser Charge which Quilter Cheviot facilitates shall be treated by Quilter Cheviot as client money in accordance with the FCA Rules (and other applicable laws and regulations including the rules of any other relevant National Regulator) and held in a non-interest bearing client money bank account. Quilter Cheviot may cease facilitating the payment of an Adviser Charge if: it is illegal or contrary to regulations, Quilter Cheviot is instructed to by the FCA, other National Regulator or a court of competent jurisdiction, Quilter Cheviot or the Introducer becomes insolvent, or the Introducer or the Client request us to.
- 10.3** Ongoing Adviser Charges shall be calculated at the same time and in the same way as the Quilter Cheviot investment management charge and the Introducer shall be responsible for the correct application of VAT to the Adviser Charge. Adviser Charges will be paid without deduction of expenses or taxes except where it is required by law to deduct withholding tax.
- 10.4** In respect of any payment or non-monetary benefit from Quilter Cheviot to the Introducer, the Introducer shall ensure that it is permitted by law and regulation, including the FCA Rules or those of another applicable National Regulator.
- 10.5** Unless remunerated under an Adviser Charge arrangement, subject to verification and approval by Quilter Cheviot, the Introducer may be entitled to a payment if a Prospective Client Referred by the Introducer enters into a Relevant Contract. Unless agreed otherwise by Quilter Cheviot, any such payment shall be a one-off payment at the time that the Prospective Client enters into a Relevant Contract or within a reasonable period thereafter.
- 10.6** In respect of any payment under clause 10.5 above, the Introducer shall ensure that: (1) the existence, nature and method of calculating such payment is clearly disclosed to the Client in a comprehensive and accurate

manner that is clear, fair and not misleading before the provision of any Services to the Client; (2) such payment is designed to enhance the quality of the overall service to the Client; and (3) where relevant, there is an ongoing benefit provided to the Client.

- 10.7** The Introducer acknowledges that, in the event that a Client instructs us to cease facilitating payment of an Adviser Charge (or any other remuneration), we must act on the Client's instructions and will therefore be entitled to do so. We will not facilitate any new Adviser Charge (or other remuneration) payments to an Introducer or change the terms or amount of any existing Adviser Charge (or other remuneration) payments unless and until we are in receipt or requisite authority from the relevant Client to do so.
- 10.8** Regardless of the other provisions of the Agreement, no monetary or non-monetary benefit shall be due from Quilter Cheviot to the Introducer if: (1) it would impair compliance with Quilter Cheviot's duty to act in the best interests of the Client; or (2) it is not permitted by applicable law or regulation.
- 10.9** No payments due to the Introducer will be made to a third party, and all payments will be made by bank transfer in Sterling unless agreed otherwise by Quilter Cheviot in writing.
- 10.10** No payment or other compensation shall be payable by Quilter Cheviot to the Introducer where: (1) Quilter Cheviot contracts with a third party in the circumstances described in clause 8.3; and (2) following termination of the Agreement or the termination of any relevant agreement between the Client and the Introducer.
- 10.11** Quilter Cheviot shall not be responsible for any costs and expenses incurred by the Introducer unless agreed by Quilter Cheviot in writing in advance.
- 10.12** If any remuneration paid to the Introducer by Quilter Cheviot or the Client (whether by way of Adviser Charge or otherwise) is subsequently discovered to be incorrect, the Introducer shall repay such remuneration promptly (and in any event within 30 days).

Section 11: Managed Portfolio Service via a platform

- 11.1** If Quilter Cheviot is appointed to provide its managed portfolio service via a Platform it will treat the Introducer as its client for the purposes of the FCA Rules. Quilter Cheviot will not treat the Client as its client. The Introducer will not act for its own account but only as agent for the relevant Client it has Referred for the managed portfolio service via a Platform and will act on their behalf as set out in this clause 11 and the Client Terms.
- 11.2** When Quilter Cheviot is appointed to provide its managed portfolio service via a Platform, the Introducer accepts Quilter Cheviot's Client Terms (incorporating our Managed Portfolio Services on Platform Terms and Conditions (**MPS Terms**)) on behalf of the relevant Clients.
- 11.3** When the Introducer accepts the Client Terms on behalf of a Client, the Introducer confirms that:
- (i) it has, and will have during the term of the Client Terms, all powers, permission and authority it needs to enter into and keep to the Client Terms on behalf of the relevant Client;
 - (ii) the information it has given Quilter Cheviot is correct, complete and not misleading and takes proper account of the circumstances of the Clients on whose behalf it is acting;
 - (iii) it has properly assessed the suitability of the managed portfolio service strategy it has selected for the relevant Client(s) and will ensure that such strategy remains suitable for them on an ongoing basis;
 - (iv) it has been duly appointed and has express authority to act as agent for the Clients in accepting the Client Terms and in appointing Quilter Cheviot to carry out the Services described in the Client Terms (and MPS Terms in particular) and will provide Quilter Cheviot with evidence of that authority should Quilter Cheviot request it;
 - (v) it will give a copy of the Client Terms and all other relevant documentation relating to the

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Platform to each Client on whose behalf it is acting before any submission of an application for the managed portfolio service;

- (vi) it will forward all relevant documentation, reports and correspondence from Quilter Cheviot or the Platform to the Clients on whose behalf it is acting; and
- (vii) it will disclose the remuneration it receives and the fees payable to Quilter Cheviot to the Clients on whose behalf it is acting in accordance with applicable law and regulation.

- 11.4** When providing the managed portfolio service via a Platform, Quilter Cheviot's role shall be limited to determining the initial composition of investments for each managed portfolio service strategy, reviewing and rebalancing the investments in each managed portfolio service strategy and providing the Introducer with such information as Quilter Cheviot and the Introducer agree from time to time.
- 11.5** The Introducer is responsible for recommending a managed portfolio service strategy to the Clients it has Referred for the managed portfolio service via a Platform and for ensuring that the chosen strategy is suitable for them on an ongoing basis having taken into account such Clients' individual circumstances and investment objectives. Quilter Cheviot will have no involvement in the process of choosing or allocating a particular managed portfolio service strategy to any Clients using the managed portfolio service via a Platform, and will not assess the suitability of the chosen strategy for them nor provide any investment advice or recommendations. All relevant information about each of Quilter Cheviot's managed portfolio service strategies available on Platform can be found on www.quiltercheviot.com or by contacting Quilter Cheviot's managed portfolio service team.
- 11.6** The Introducer is responsible for choosing the relevant Platform. The Platform will be responsible for execution of transactions, dealing, custody and administration of investments and, unless otherwise agreed, for the provision of periodic reporting to Clients in accordance with applicable law and regulation. Quilter Cheviot shall have no responsibility for monitoring or supervising the performance of the Platform and shall not be liable for its acts or omissions including, but not limited to, the incorrect implementation of a managed portfolio service strategy or associated rebalance. If the Platform that the Introducer selects allows investments to be held in a tax wrapper the Introducer shall ensure that the investments included in a Quilter Cheviot managed portfolio service strategy are permitted to be held in such tax wrapper and we shall have no liability if an investment in such a strategy is not permitted to be held in any such tax wrapper.
- 11.7** Quilter Cheviot's managed portfolio service strategies and any changes to them are based on our proprietary investment models. The Introducer will not acquire any intellectual property rights in Quilter Cheviot's investment models or our managed portfolio service strategies which shall remain Quilter Cheviot's exclusive property. The Introducer shall not replicate all, or a significant proportion of, the composition of one or more of our managed portfolio service strategies for any purpose without Quilter Cheviot's prior written consent and nor will it be entitled to make any changes to the strategies.
- 11.8** The Introducer shall be responsible for carrying out all 'know your client' checks in relation to any of its Clients for whom Quilter Cheviot is appointed to provide its managed portfolio service via a Platform for the purposes of anti-money laundering, terrorist financing and financial sanctions legislation. Quilter Cheviot will not be responsible for carrying out these checks but the Introducer must promptly notify Quilter Cheviot of any issues identified when performing them. Quilter Cheviot may need to request copies of relevant information about the Clients for whom it is appointed to provide the managed portfolio service via a Platform from the Introducer and the Introducer agrees to provide such information to Quilter Cheviot promptly on reasonable request.

Section 12: Confidentiality

- 12.1** Neither Quilter Cheviot nor the Introducer shall at any time during the Agreement, and for a period of five years after termination of it, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by this clause 12. Each party may disclose the other party's confidential information: (1) to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under the Agreement. Each party must ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information, comply with this clause; and (2) as may be required by law, court order or any governmental or regulatory authority. Quilter Cheviot may also disclose the Introducer's confidential information to its affiliated companies, successors or anyone we transfer our business to.
- 12.2** Telephone conversations between the Introducer and Quilter Cheviot may be recorded without the use of a warning tone. These recordings are Quilter Cheviot's sole property and may be used in evidence. In performing services for Clients or regarding the Agreement, we may make unsolicited telephone calls to the Introducer, but only if we consider this to be in the Introducer's best interests, in accordance with applicable law and regulation, and if between 8.00 a.m. and 9.00 p.m. (as measured in the locality of receipt) unless agreed otherwise.
- 12.3** Subject to applicable law and regulation, and upon the Introducer's request, we shall provide the Introducer with copies of quarterly statements and other relevant correspondence between us and Clients it has Referred, provided we are authorised to do so by such Clients.

Section 13: Data protection

- 13.1** In this clause 13, Personal Data means data that relates to a living individual who can be identified from the data (either by itself or when it is combined with other data).
- 13.2** Quilter Cheviot may process Personal Data in connection with the Agreement and the Services that it provides under it. For the purposes of the Applicable Data Protection Laws, Quilter Cheviot is a data controller in respect of this Personal Data and is responsible for ensuring that it processes it in compliance with the Applicable Data Protection Laws.
- 13.3** Quilter Cheviot explains what Personal Data it will process, why and how it will process it, who it may share it with, and the rights that an individual has in respect of their Personal Data in the privacy notice on our website at www.quiltercheviot.com. In the remainder of this clause 13, Quilter Cheviot refers to this as its "Privacy Notice".
- 13.4** If the Introducer is an individual, the Privacy Notice applies to Quilter Cheviot's processing of the Introducer's Personal Data. If the Introducer is not an individual, the Privacy Notice applies to Quilter Cheviot's processing of any Personal Data that the Introducer provides to it or that it otherwise processes in connection with the Agreement or the Services.
- 13.5** The Introducer must ensure that any Personal Data that it provides to Quilter Cheviot is accurate and up to date, and that it promptly notifies Quilter Cheviot if it becomes aware that it is incorrect.
- 13.6** In respect of any Personal Data relating to a third party individual that the Introducer provides to Quilter Cheviot, the Introducer must:
- (a) have satisfied a statutory ground under the Applicable Data Protection Laws permitting the Introducer to transfer the relevant Personal Data to Quilter Cheviot for it to use in accordance with the Privacy Notice;
 - (b) have notified the third party individual that it is providing their Personal Data to Quilter Cheviot and explained the reasons for this;

- (c) draw the attention of the third party individual to the Privacy Notice; and
- (d) promptly notify the third party individual of any changes to the Privacy Notice that Quilter Cheviot notifies to the Introducer.

13.7 If the Introducer is not an individual, it must take reasonable steps to notify its employees, officers (and their associates), trustees, and beneficial owners (as appropriate) that Quilter Cheviot may process their Personal Data in connection with the Agreement and the Services it provides. The Introducer must also draw their attention to the Privacy Notice.

Section 14: Termination

14.1 Without prejudice to any rights that have accrued under the Agreement or any other rights or remedies, either party may at any time terminate the Agreement:

- (a) by giving the other party 12 weeks' written notice to terminate;
- (b) with immediate effect by giving written notice to the other party if the other party commits a material breach of the Agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified;
- (c) with immediate effect if Quilter Cheviot or the Introducer ceases to be authorised by the FCA or the relevant National Regulator or, if the Introducer is an appointed representative (as defined in the FCA Rules), its principal ceases to be authorised by the FCA or no longer has an agreement with us;
- (d) with immediate effect if Quilter Cheviot no longer provides services to any Clients the Introducer has Referred;
- (e) with immediate effect if the other party is unable to pay its debts as they fall due or is to be wound up, an administrator, administrative receiver, receiver, liquidator or similar officer is to be appointed in respect of the other party, the other party is to cease to carry on all or substantially the whole of its business or the other party is incorporated in Jersey or has assets situated in Jersey and is declared "bankrupt" within the meaning of Article 8 of the Interpretation (Jersey) Law 1954; or
- (f) (where applicable) with immediate effect if the Introducer ceases to be the agent of a Client (as determined by Quilter Cheviot in its absolute discretion) in respect of that Client only.

Section 15: Miscellaneous

15.1 Quilter Cheviot may assign, transfer, subcontract or delegate its rights and obligations under the Agreement to its affiliated companies, successors or anyone we transfer our business to provided that the Introducer is given reasonable prior written notice of any such assignment, transfer, subcontracting or delegation. The Introducer may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Agreement.

15.2 Unless expressly stated otherwise, a person who is not a party to the Agreement cannot enforce any term of it (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise).

15.3 Quilter Cheviot is not obliged to accept any Prospective Clients, provide any Service to a Client or agree to novate, transfer or assign any rights or obligations.

15.4 Quilter Cheviot shall not give, and shall not be deemed to have given, legal or tax advice to the Introducer or any Clients it has Referred. Subject to clause 15.9, Quilter Cheviot and its officers, employees and agents shall not be liable for any direct or indirect, punitive, incidental, special or consequential losses or damages, costs or expenses, incurred or suffered by the Introducer.

15.5 The Agreement constitutes the entire agreement between Quilter Cheviot and the Introducer and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether

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written or oral, relating to its subject matter. Each of Quilter Cheviot and the Introducer agrees that it shall have no remedies in respect of any representation or warranty that is not set out in the Agreement, and its only liability in respect of those representations and warranties that are set out in the Agreement shall be for breach of contract.

- 15.6** Quilter Cheviot may change the Agreement by sending the Introducer a written notice describing the relevant changes. Such changes shall apply from the date given in the notice and, unless we say differently, the Introducer will be given at least 30 days' notice before they take effect. For certain valid reasons, Quilter Cheviot may also give the Introducer immediate notice of a change to the Agreement so we can: (i) reflect changes (or anticipated changes) in applicable laws or regulations; (ii) protect any person (including ourselves and the Introducer) against fraud; (iii) change our contact details; (iv) put right any mistakes which may be discovered in it; or (v) make it clearer, fairer or more favourable to the Introducer. If the Introducer does not accept the change(s), it may end the Agreement by giving us at least 14 days' written notice. No changes to the Agreement will affect any legal rights or responsibilities which may have already arisen.
- 15.7** No failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy.
- 15.8** If any court or competent authority finds that any provision of the Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, apply with the minimum modification necessary to make it legal, valid and enforceable, and the validity and enforceability of the other provisions shall not be affected.
- 15.9** Nothing in the Agreement shall limit or exclude: (1) any liability for fraud, (2) any liability which cannot be limited or excluded under English law; or (3) any duties or liabilities imposed upon Quilter Cheviot or the Introducer under the Financial Services and Markets Act 2000 or any other applicable regulatory system.
- 15.10** Except where expressly stated otherwise, the Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) (**Dispute**) shall be governed by, and construed in accordance with, English law. The parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any Dispute.
- 15.11** If the Introducer is established in South Africa, the provisions of Schedule 2 shall apply.

SCHEDULE 1: Third party anti-bribery/corruption and facilitation of tax evasion standard

Section 1: Objectives

The principle objective of this Standard is to ensure that those third parties with whom Quilter Cheviot has a business relationship comply with anti-bribery, anti-corruption and facilitation of tax evasion legislation in the UK and in the other jurisdictions where Quilter Cheviot operates. It is assumed that most third parties will be regulated incorporated or unincorporated entities who are subject to the provisions of the Bribery Act 2010, Criminal Finances Act 2017, the Corruption (Jersey) Law 2006 or other equivalent applicable law or regulation.

There may be differences to the requirements in this Standard for third parties who are individual sole traders. In this event, the requirements relating to processes and controls will be less stringent unless the sole trader appoints another third party to assist in the provision of services for Quilter Cheviot.

Quilter Cheviot has no tolerance for breaches of bribery and corruption or facilitation of tax evasion legislation and/or regulation by any third parties with whom it enters into business relationships.

Where the third party is located outside the UK, and local legislation and regulatory requirements exceed the minimum standards set out in this Standard, the third party must comply with those higher standards.

Section 2: Summary of quilter cheviot's anti-bribery and corruption and facilitation of tax evasion standard

Quilter Cheviot is committed to integrity and high ethical standards in the conduct of its business and expects the same of all persons employed or otherwise engaged to provide services on its behalf.

Gifts by or to Quilter Cheviot employees are subject to a limit of £20 per person, and must be disclosed to and approved by the firm. Entertainment to or from Quilter Cheviot employees is limited in value and frequency and must be disclosed to and approved by the firm. Gifts and entertainment must be for bona fide business purposes only, reasonable in scale and frequency, proportionate to the nature of the relationship and the status of the invitees, and transparent.

Charitable contributions made by Quilter Cheviot are subject to strict criteria and a due diligence process. They must be reviewed and approved before any remittance is made. Quilter Cheviot does not make contributions to, or use its resources to support, any political parties, candidates or causes. Any lobbying activity is carried out through the firm's trade body.

Third parties must be pre-cleared before any understanding with a third party is agreed. Clearance is not granted until a due diligence process and contractual arrangements (including anti-bribery and corruption and facilitation of tax evasion provisions) have been completed.

All candidates for employment or work experience with Quilter Cheviot are subject to a standard recruitment process and all applications are treated solely on their merits. Where a link between a candidate and a Client, third party or public official is identified, the appointment must be reviewed and signed off by senior management.

Quilter Cheviot does not permit the making of facilitation payments in the conduct of its business activities. Where payments are made under severe duress, details must be reported as soon as possible to the firm.

The procurement of goods and services for the firm must be managed in accordance with the firm's Procurement Principles which promote the transparent and fair selection of vendors, and require a due diligence process and anti-bribery and corruption and facilitation of tax evasion contractual provisions.

Quilter Cheviot has no tolerance for the dishonest act of facilitating domestic or foreign tax evasion by employees or other associated persons who are acting for Quilter Cheviot or on its behalf. Quilter Cheviot is committed to maintaining a risk-based and proportionate programme of controls to prevent facilitation of tax evasion by it or its associated persons. Such programme includes business risk assessment, training, reporting concerns, employee vetting and due diligence on third party relationships and procurement/contract management procedures.

Breaches of this Standard may result in the dismissal of an employee and the termination of a business relationship with a third party engaged to provide goods or services for Quilter Cheviot.

Section 3: Definitions

For the purposes of this Standard:

Associated Person is defined as “any legal or natural person who provides services for or on behalf of Quilter Cheviot”.

Bribery is defined as “an offer or receipt of any gift, loan, fee, reward, or other advantage to or from any person as an inducement to do something which is dishonest, illegal or a breach of trust”.

Corruption is defined as “illegal or dishonest behaviour typically involving bribery by those in positions of power”.

Facilitation is defined as “knowingly and dishonestly encouraging or assisting in the commission of a tax evasion offence”. It may be committed by positive action, failure to act when required to do so or wilful blindness.

Tax Evasion is defined as “any form of fraudulent conduct which seeks to divert money from the public revenue depriving it of money to which it is entitled”.

Third party is defined as “a third party who:

- (a) will assist Quilter Cheviot in obtaining or retaining business, such as a consultant, finder, or other business introducer; or
- (b) will assist Quilter Cheviot in conducting business, such as a consultant, agent, joint venture partner or other business Introducer; and
 - (i) is a government official/government entity; or
 - (ii) may have interactions with government officials on behalf of Quilter Cheviot.

Section 4: Principal prohibition

The third party, and anyone employed or engaged (directly or indirectly) by the third party to act for or on behalf of Quilter Cheviot must not:

- offer, promise, give, or authorise others to give anything of value, either directly or indirectly, to any party in order to influence official action, to improperly obtain or retain business or otherwise to gain an improper business advantage;
- receive or agree to receive anything of value that results, or may result, in the improper performance of your duties as an agent of Quilter Cheviot;
- Facilitate or assist the evasion of any UK or foreign tax; or
- do anything to circumvent controls in place to ensure compliance with this Standard.

Section 5: Required procedures

In order to comply with legislation, Quilter Cheviot's risk based approach to managing bribery and facilitation of tax evasion risks to its business is informed by the six principles set out in the UK Ministry of Justice Guidance under s9 Bribery Act 2010 and the Criminal Finance Act 2017.

The third party must ensure that it operates procedures (including controls, processes and operations) designed to minimise and manage the risks of bribery and the facilitation of tax evasion, which are:

- proportionate to the bribery and facilitation of tax evasion risk (as identified in an annual risk assessment exercise undertaken by the third party);
- appropriate and relevant for the type of business;
- communicated to relevant parties (internal and external), including Quilter Cheviot;
- documented in a clear and understandable manner and accessible to all relevant persons; and
- reviewed regularly to ensure they remain up to date and are consistent with current good practice.

A third party who is an individual or sole trader must be able to demonstrate to Quilter Cheviot that he/she understands the bribery and facilitation of tax evasion risks applying to the sector in which they are providing services to, for or on behalf of Quilter Cheviot, and that they operate in a manner that minimises the risk of bribery, corrupt practices or the facilitation of tax evasion occurring in connection with the services provided

to, for or on behalf of Quilter Cheviot.

However, where any part of the services provided to, for or on behalf of Quilter Cheviot are being performed by a third party, whether employee, agent or sub-contractor, the third party will be expected to follow the more detailed procedural requirements set out in this Standard.

Section 6: Due diligence

Due diligence is necessary to identify and mitigate the risk that a bribe is offered in order to obtain or retain business relating to Quilter Cheviot, or to conduct business on behalf of Quilter Cheviot. Similarly that an associated person might facilitate a UK or foreign tax evasion offence.

The third party must complete risk-based due diligence on persons (including individuals and incorporated or unincorporated bodies) who will perform services or provide goods for or on behalf of either the third party or Quilter Cheviot.

In determining whether a person is acting for or on behalf of Quilter Cheviot, the third party must consider the nature of the activity being undertaken. As a minimum, an agent, subsidiary or any other person obtaining, retaining or conducting business or providing services on behalf of Quilter Cheviot must be subject to due diligence.

The third party must notify Quilter Cheviot immediately in the event that a person acting on its or Quilter Cheviot's behalf is suspected or convicted of bribery, corrupt practices or facilitating tax evasion.

The third party will assess the need for, and extent of, ongoing due diligence to identify and mitigate bribery and facilitation of tax evasion risks arising from its employees and agents (where relevant) as part of its annual risk assessment exercise.

Section 7: Monitoring and review

The third party must ensure that arrangements are in place to monitor regularly (at least annually) the continued adequacy and effectiveness of its processes, systems and controls in order to assess compliance with the requirements of this Standard.

Where deficiencies are identified, third parties must resolve them without delay, escalate them to Quilter Cheviot where appropriate, and monitor thereafter to identify and prevent any recurrence.

The third party must ensure that where external persons perform services on behalf of Quilter Cheviot, these are included in their oversight, monitoring and review programmes.

Section 8: Gifts, entertainment and hospitality

The third party must:

- include in its annual risk assessment the level of controls necessary to counter the bribery risks associated with the offering and receiving of gifts, entertainment and hospitality; and
- include in this assessment employees or any other persons acting on behalf of Quilter Cheviot.

The third party is prohibited from offering, either personally or on behalf of Quilter Cheviot, any gifts, entertainment or hospitality intended to influence a decision-maker, vendor or customer unduly in order to gain or retain business on behalf of Quilter Cheviot.

Section 9: Charitable and political contributions

The third party is prohibited from making any charitable or political contribution on behalf of Quilter Cheviot.

Section 10: Facilitation payments

Facilitation payments are illegal under UK law. A facilitation payment is small unofficial payment made to secure or expedite the performance of a routine or necessary action to which the payer has a legal or other entitlement. Examples of such actions might include issuing permits or licences, immigration controls, customs clearances, police protection costs, mail delivery, and telephone services. Also covered are demands for small unofficial payments, usually by public officials, in relation to an alleged breach of the law, such as a road traffic violation.

Facilitation payments which relate in any way to the services provided to, for or on behalf of Quilter Cheviot are prohibited by this Standard. In exceptional cases of duress (but only where there is a material threat to life, limb or liberty), such payments may have to be made. Details of any such payment must be given to Quilter Cheviot immediately.

The third party must ensure that:

- the risk of facilitation payments being requested which relate in any way to the services provided to, for or on behalf of Quilter Cheviot are considered in their annual risk assessment;
- all requests for such payments are reported immediately to Quilter Cheviot;
- suitable risk mitigation and training procedures are in place where there is a likelihood that facilitation payments will be requested; and
- all those acting on behalf of Quilter Cheviot are aware of their responsibilities in relation to facilitation payments even if requests are declined or refused.

Section 11: Reporting

The third party must ensure that:

- any cases of bribery, corruption or the facilitation of tax evasion committed in connection with the services provided to, for or on behalf of Quilter Cheviot are reported to Quilter Cheviot (Compliance Department at 0207 150 4000 or compliance@quiltercheviot.com);
- processes are in place to report where bribes, corrupt payments or the facilitation of tax evasion are known or suspected to have occurred; and
- all employees, agents and sub-contractors are aware of the appropriate routes to report instances of suspected or attempted bribery, corruption or the facilitation of tax evasion.

Section 12: Record keeping

The third party must retain all records (including training records) relating to compliance with this Standard, which may be paper or electronic, for a period of 6 years. This includes all significant decisions relating to the application of this Standard, the rationale for which should be documented.

All documentation retained must be legible, auditable and easily retrievable. Quilter Cheviot reserves the right to:

- (a) examine such records upon written request; and
- (b) visit, either itself or through its auditors, the third party's premises upon reasonable written notice during standard working hours to review and assess these records.

Schedule 2: South African introducers

Section 1:

The Introducer confirms that it is, and will remain for the duration of the Agreement, a licensed financial services provider (FSP) registered with the FSCA in terms of the Financial Advisory and Introducer Services Act 2002.

Section 2:

Unless agreed otherwise in writing, Quilter Cheviot shall pay any remuneration (in line with clause 10) in South African Rand and in accordance with the South African Exchange Control Regulations of 1961, published under the Currency and Exchanges Act 1933.

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QUILTER CHEVIOT

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