# Financial Adviser Terms of Business

*These terms of business come into effect 16 September 2026*

Quilter

These **terms of business** and the **guides** set out the basis of our relationship with you and replace any previous versions of the **terms**. If any provisions of the **terms of business** at any time conflict with any provisions of the guides, the **terms of business** shall prevail.

Words that appear in bold are explained in the glossary on page 4.

Please read these **terms of business** and the **guides** carefully and save them for future reference. If there is anything you do not understand, please contact your Quilter contact or our Customer Service Centre either by email to ***ask@quilter.com*** or by telephone on 0808 171 2626.

You are responsible for ensuring that your employees and financial advisers, and your **appointed representatives**, their employees and financial advisers, are aware of the **terms** and comply with them.

These **terms of business** and the **guides** are for financial advisers only and should not be made available to **clients**.

These **terms of business** apply to the following **products**:

(a) Quilter Investment Platform Limited

- (i) Individual Savings Account (ISA)
- (ii) Junior ISA (JISA)
- (iii) Collective Investment Account (CIA)

(b) Quilter Life & Pensions Limited

- (i) Collective Retirement Account (CRA)
- (ii) Collective Investment Bond (CIB)

If you wish to do business with any Quilter company not listed above, you will need to apply separately for terms with them.

Certain provisions of these terms, including those relating to instructions, use of online services, fraud prevention, client authority, verification and indemnities, also apply to instructions and activities undertaken by you through our online services in relation to third-party products or services made available through those services.

You can find practical information on doing business with Quilter on our website, at ***quilter.com***.

**Our contact details:**

Quilter,
SUNDERLAND
SR43 4JP

0808 171 2626

***ask@quilter.com***

# Contents

## Glossary

In these **terms** the following expressions have the meanings set out below:

**Account** – An ISA, JISA or Collective Investment Account provided by Quilter Investment Platform Limited or Collective Retirement Account provided by Quilter Life & Pensions Limited.

**Act** – The Financial Services and Markets Act 2000.

**Adviser Extranet** – The **online services** provided in respect of the ISA, JISA, CIA, CRA and CIB.

**Adviser fee** – An adviser initial fee, adviser initial regular fee, adviser ongoing servicing fee and adviser ad hoc fee as described in the Remuneration Guide.

**Adviser fee authorisation form** – A form signed by the **client**, which authorises the deduction of **adviser fees** in such format as we may require.

**Application** – A form or electronic application which satisfies our requirements and includes the **client's** acceptance of our Terms and Conditions.

**Appointed representative** – Any company, partnership or **person** who is exempt from the requirement to be an authorised person for the purposes of the **Act** by reason of section 39 of that Act, and for whom you have accepted responsibility in the conduct of **business**.

**Assets List** – The list of assets available for **clients** who hold each **product** with us which can be found on our website at ***quilter.com/investments/platform-funds/***.

**Bond** – A Collective Investment Bond provided by Quilter Life & Pensions Limited.

**Business** – Arranging and/or advising on any of our **products** for a **client**.

**Control** - has the meaning given in section 1124 of the Corporation Tax Act 2010, and a Change of Control occurs if a person who controls any body corporate ceases to do so or if another person acquires control of it.

**Charge Basis 1** – The basis of charging under which an **account** or **bond** is subject to the Investor Charge and the **financial adviser firm** is entitled to receive **commission**.

**Charge Basis 2** – The basis of charging under which an **account** or **bond** is subject to the Investor Charge and the **financial adviser firm** is remunerated through adviser charging.

**Charge Basis 3** – The basis of charging under which an **account** or **bond** is subject to the Product/ Service Charge and the **financial adviser firm** is remunerated through adviser charging.

**Charge date** – The charge date is based on the date that the first **account** or **bond** was opened. If the charge date is not a **working day**, any sale of assets relating to the charge or fee will be placed on the next **working day**.

**Client** – Has the meaning given in the **COBS**, including in the case of a firm based and authorised in the Isle of Man, Guernsey or Jersey a **person** who could be a client for the purposes of the **COBS** if that firm were carrying out its business in the UK.

**Client money** – Has the meaning given in the **FCA glossary**.

**COBS** – The Conduct of Business Sourcebook which forms part of the **FCA's rules** made pursuant to the **Act** or such other equivalent regulations issued by the **FCA.**

**Commission** – Commission as described in the Remuneration Guide.

**Data** – any data we agree to provide to you from time to time including (without limitation) bulk transaction history and bulk valuation data.

**Data protection law** – All applicable laws and regulations pertaining to the security, confidentiality, protection or privacy of **personal data**, from time to time in force, including (without limitation and to the extent applicable) the UK Data Protection Act 2018 and the **UK GDPR**.

**Data protection regulator** – A regulator with jurisdiction over the **personal data** processing activities contemplated by these terms.

**Exempt professional firm** – Has the meaning given in the **FCA glossary.**

**FCA** – The Financial Conduct Authority, including any successor regulators.

**FCA glossary** – The **FCA's** glossary of defined expressions used in its handbook of rules and guidance, as amended or replaced from time to time.

**FCA rules** – The principles, rules, directions, evidential provisions and guidance of the **FCA** from time to time as set out in its Handbook of Rules and Guidance.

**Financial adviser firm** – A firm, partnership or company holding the relevant permission from a regulatory body to carry out **business**.

**Guides** – The Remuneration Guide.
– Assets Lists
– Legal Framework Document
– Managed Portfolio Service Terms

**HMRC** – His Majesty's Revenue & Customs.

**Instruction** – An instruction to us in accordance with these **terms**, to carry out a transaction relating to the **client's product**.

**Intellectual property rights** – Any and all patents, trademarks, registered designs (and any applications for any of the foregoing), copyright, database right, unregistered design right, trademarks, business names, rights in software, domain names, know-how and any other intellectual property right in each and every part of the world together with all applications, renewals, revisions and extensions in relation to any of them.

**Online services** –The **Adviser Extranet** and any other **data** feeds, systems and tools which we make available to you electronically including through the internet.

**OS information** – Any **data** we provide to you either directly or via your Adviser Back Office system provider, or information obtained from our **online services**.

**Permission** – Permission under Part IV of the **Act** to carry out regulated activities in the United Kingdom, or equivalent permission in the Isle of Man, Guernsey or Jersey.

**Person** – Any person, including a body of persons corporate or unincorporated.

**Personal data** – Personal data (as defined in Art 4(1) of the **UK GDPR**) that is processed in furtherance of the arrangements contemplated by these **terms**, including personal data relating to **clients**.

**Portfolio planning tool** – The tool accessed via our **online services** which is designed to assist **financial advisers** in choosing potential investment fund links for their **clients**, both at the outset and on an ongoing basis.

**Postal address** – Quilter, SUNDERLAND, SR43 4JP.

**Privacy Information** – The information that must be provided to data subjects in relation to the processing of their **personal data**, as required by Articles 12, 13 and 14 of the **UK GDPR** (or equivalent provisions of any other **data protection law**).

**Product** – Any product or service offered for sale or arranged by us from time to time.

**Regulations** – The **Act** and the **FCA rules** so far as applicable.

**Remuneration** – Any form of payment, as described in the Remuneration Guide, that we make to you in relation to **business**, whether **commission** or **adviser fees**.

**Remuneration account** – your account administered by us, which records **remuneration** transactions.

**Security Incident** – Any breach of security affecting **personal data** (including (without limitation) a **personal data** breach as defined in the **UK GDPR**).

**Terms** – These **terms of business** and the **guides.**

**Terms of business** – These terms of business.

**UK GDPR** – Regulation (EU) 2016/679 (the GDPR) as incorporated into UK law.

**User** – Your employees and financial advisers and those of your **appointed representatives** to whom you have given access to our **online services.**

**Working day** – A day on which we are open for business.

**X-Hub** – A discretionary model portfolio solution which allows us to offer a range of independently managed portfolios, and enables bulk or individual management of investor accounts under discretionary or advised mandates.

In these **terms**:

(a) any other words or phrases which are defined in the **FCA rules** shall have the same meanings in these **terms** unless the context requires otherwise; and

(b) references to any statute, statutory provision, regulations, notices or the **FCA rules** shall include any amendment, extension, replacement, consolidation, substitution or re-enactment thereof.

(c) references to us, we and our mean Quilter Investment Platform Limited and Quilter Life & Pensions Limited.

(d) references to you, your and yourself mean the authorised firm applying for **terms**, and where appropriate, its employees and financial advisers, and the employees and financial advisers of its **appointed representatives**.

## 1. Our relationship

**1.1** We reserve the right not to accept **business** from you or your **appointed representatives**. We do not have to give you a reason for our decision.

**1.2** We will not accept **business** from you if you do not have the correct regulatory **permissions**, or if your regulatory **permissions** are removed or suspended. We will only accept **business** from:

(a) **financial adviser firms** authorised and regulated by the **FCA**, their **appointed representatives** and their financial advisers and employees

(b) **exempt professional firms**

(c) in the case of Quilter Life & Pensions Limited, firms based and authorised in the United Kingdom

(d) in the case of Quilter Investment Platform Limited, firms based and authorised in the United Kingdom, Isle of Man, Guernsey or Jersey.

We do not accept **business** from EEA passported-in firms.

**1.3** You must not use the insurance mediation (as defined in the **FCA glossary**) services of **persons** who are not authorised or exempt for the purposes of the **Act**.

**1.4** You must ensure that at all times you, your employees and financial advisers, and the employees and financial advisers of your **appointed representatives**, have all relevant **permissions** from the **FCA** and other regulatory bodies for the types of **business** submitted to us and any other regulated activities (as defined in the **FCA glossary**) that you or your **appointed representatives** carry out, and (where relevant) are authorised or certified in respect of all relevant functions (as defined in the FCA glossary) required for the activities that you or they perform. If you, your employees or financial advisers, or the employees and financial advisers of your **appointed representatives** lose your **permissions**, or cease to be authorised to perform any such function required to carry out a particular type of **business**, you must cease doing that type of **business** immediately.

**1.5** By agreeing to these **terms** you warrant that you have in place and will maintain a written contract with your **appointed representatives** which covers all **business** to be conducted by that **appointed representative**, and their employees and financial advisers, with us and which complies with all applicable regulatory requirements.

**1.6** You must tell us immediately if:

(a) there is any change in the legal structure of your business (for example, the formation of a partnership, limited company or limited liability partnership), or a **change of control**, or you sell, transfer, assign or charge any part of your business to another legal entity

(b) your authorisation has been cancelled, suspended or withdrawn or your **permission** altered or restricted or made subject to any condition

(c) any of your **appointed representatives** or financial advisers have restrictions placed on them by any regulator or any of your **appointed representatives** are suspended or cease to be engaged by you, or ceases to be authorised as an approved person by the **FCA** or any similar regulator

(d) any contract with one of your **appointed representatives** is suspended or terminated for any reason

(e) you are an **exempt professional firm** and you cease to meet any of the conditions which must be met in order to be treated as such and/or you cease to be on the **FCA's** register

(f) any **client** moves to another country

(g) any **client** relationship ends

(h) you enter into a voluntary arrangement with your creditors, a bankruptcy or a winding up order is made against you or a receiver is appointed over your assets or you enter into liquidation, whether voluntary or compulsory (or if any similar or analogous process in any jurisdiction occurs).

**1.7** You must notify us in writing if you or one of your **appointed representatives** has a change of name, registered office, postal or email address.

**1.8** You are the **client's** agent for all aspects of **business** (except when carrying out your own responsibilities to us as set out in these **terms of business**). You shall not hold yourself out to be or describe yourself as a former or current agent, officer or employee of ours.

**1.9** We will treat all **clients** as retail clients.

**1.10** We may communicate directly with the **client**.

**1.11** We assume, and you must ensure, that any and all instructions submitted to us on behalf of a **client** are legitimate, have the full authority of the **client** and meet the eligibility criteria for the **account** or **bond** to which they relate.

**1.12** You must ensure that any **instruction**, **application**, **account** transaction, data input, payment detail change, withdrawal request, transfer request, sale **instruction** or other communication submitted to us on behalf of a **client**:

(a) has been properly authorised by the **client**

(b) has been subject to appropriate verification of the identity and authority of the person giving the instruction

(c) is complete and accurate in all material respects

(d) is submitted only when you are satisfied that it is genuine and not the result of fraud, impersonation, social engineering, undue influence or other unauthorised activity.

**1.13** We are entitled to rely on any **instruction**, **application**, **account** transaction, data input, payment detail change, withdrawal request, transfer request, sale **instruction** or other communication submitted by you or on your behalf as having been properly authorised by the relevant **client**, and we shall not be required to make any further enquiry as to its authenticity, validity or authority unless required by law or regulation or where we otherwise consider it appropriate to undertake additional verification, authentication, fraud prevention or security checks.

**1.14** You must use due care and diligence to ensure that all information you provide to us about a **client** is complete and accurate in all material respects and that all data input into **applications** and **instructions** is correct before they are submitted to us.

**1.15** We will confirm to you receipt of each **application** and **instruction**. If you do not receive confirmation, the **application** or **instruction** (as the case may be) may have not been successful.

## 2. Our online services

### Applying for access to the Adviser Extranet

i A copy of the master user registration form can be found on our website at ***quilter.com***

**2.1** In order to obtain access to the **Adviser Extranet**, you will have to complete and submit the master user registration form. We will then give you designated master user access.

**2.2** We permit you, your employees and financial advisers, and your **appointed representatives**, their employees and financial advisers, to use the **Adviser Extranet** for the submission and management of **business**. You must ensure that all **business** carried out using the **Adviser Extranet** is in accordance with the requirements set out in these **terms of business**.

i You can find practical information on doing business with us on our website, at ***quilter.com***

### Security

**2.3** You are responsible for all access to and use of our **online services** by you, your users, your employees, your financial advisers, your **appointed representatives** and their employees and financial advisers, including any access or use which is fraudulent, unauthorised or improper.

**2.4** You must ensure that:

(a) each **user** has their own unique username, password and security credentials

(b) usernames, passwords and security credentials are kept confidential and not shared or reused

(c) appropriate multi-factor authentication, step-up authentication and other security controls required by us from time to time are implemented and complied with

(d) access rights are granted only to individuals who require access for legitimate business purposes

(e) access rights are reviewed regularly and promptly revoked when no longer required

(f) devices, systems and software used to access our **online services** are appropriately protected against unauthorised access, malware and other security threats

(g) your **users** comply with all procedures, guidance and instructions we issue in relation to access to and use of our **online services**

(h) your **users** amend their password whenever any individual who is not entitled to use or have access to such password gains access to it.

**2.5** You shall take appropriate technical and organisational measures against:

(a) unauthorised access to or disclosure of the **OS information** to a third party

(b) accidental loss of or damage to the **OS information** by you, your employees or financial advisers, or your **appointed representatives**, their employees or financial advisers or any third party, in whatever form the **OS information** is displayed or stored.

**2.6** You shall maintain the confidentiality and security of the **OS information**, and shall not pass on details of the same to any third party.

**2.7** You must notify us if you become aware of, or reasonably suspect:

(a) any unauthorised access to or use of our **online services**

(b) any compromise, loss, theft, disclosure or misuse of any username password or security credential

(c) any compromise of any device, system or software used to access our **online services**

(d) any fraudulent, unauthorised or suspicious instruction submitted or attempted through our **online services**

(e) any actual or suspected security incident affecting client data, **OS information** or our **online services**.

**2.8** Notwithstanding term 14, all notifications under term 2.7 must be made by email to ***Privacy@Quilter.com*** within 24 hours of becoming aware. You must provide us with such assistance and cooperation as we reasonably request in order to address and resolve any issue referred to in term 2.7.

**2.9** We may suspend, restrict, disable or terminate access to our **online services** where we reasonably consider it necessary or appropriate to do so for security, fraud prevention, legal, regulatory, operational or risk management reasons.

**2.10** You shall immediately notify us and desist from any future use of the online services if as a result of a change of employment (or for any other reason), you are no longer entitled to use the online services

**2.11** If a user leaves your firm your master user should immediately remove their access to the online services.

### High-risk instructions and payment detail changes

**2.12** You acknowledge that certain **instructions** carry an increased risk of fraud, including:

(a) changes to a **client's** bank account or payment details;

(b) withdrawal, transfer, sale or payment instructions;

(c) **instructions** submitted shortly after a change to bank account or payment details;

(d) **instructions** received by telephone, email or other remote communication where the **client's** identity or authority has not been verified face-to-face; and

(e) any other **instruction** which we notify to you as requiring additional verification.

**2.13** Before submitting any high-risk **instruction** to us, you must take reasonable and appropriate steps to verify:

(a) the identity of the **client**, or of the individual giving the **instruction** on the **client's** behalf;

(b) that any individual giving the **instruction** on the **client's** behalf has appropriate authority from the **client** to do so;

(c) that the **instruction** is genuinely intended by the **client**;

(d) that any new or amended payment details belong to the **client** or are otherwise properly authorised by the **client**; and

(e) that the **instruction** is not the result of fraud, impersonation, social engineering, undue influence or other unauthorised activity.

**2.14** You must retain appropriate records of the verification steps taken and provide them to us promptly on request.

**2.15** We may decline, delay, suspend, reverse or refuse to process any high-risk **instruction** where we reasonably consider it necessary or appropriate to do so for fraud prevention, security, legal, regulatory, operational or risk management reasons. We shall not be liable to you for any loss arising from doing so except to the extent required by law or regulation.

### Electronic payments

**2.16** Where the **client** wishes to make payment to us electronically by Direct Debit instruction or otherwise and authorises you to provide payment details to us, you must inform the **client** of the collection date(s) of any payment(s) to be collected by us.

### Use of our portfolio planning tool

**2.17** Use of our **portfolio planning tool** is at your own risk. We do not accept responsibility for the risk categorisation of particular **clients** or the appropriateness of the funds which may be highlighted by the tools using that risk categorisation.

**2.18** We do not provide advice on the selection of investments and cannot accept any responsibility for losses which may arise as a consequence of action taken after using the **portfolio planning tool**.

**2.19** You should be aware that not all the information provided by the **portfolio planning tool** complies with the financial promotion rules for use with retail clients.

### General use of our online services

**2.20** You must ensure that your financial advisers have the appropriate regulatory **permissions** or are able to satisfy the appropriate **regulations** concerning client authority and record keeping for non-discretionary transactions before using the switch and rebalancing tools for existing **clients**.

**2.21** The time of receipt or delivery of an **instruction** or communication sent or received electronically by us will be determined by the time recorded on our systems.

**2.22** We will maintain suitable business continuity arrangements to recover and restore our **online services** and data in the event of a disaster.

**2.23** Our **online services** and all **OS information** are protected by **intellectual property rights** (including copyright, database, trademark and design rights protection). You shall not acquire or purport to own any **intellectual property rights** in our **online services**. You may make use of the **OS information** solely for your own internal business purposes. The **OS information** may be reproduced and merged with other information held by you only to the extent that this is necessary in the ordinary course of business.

**2.24** Unless specifically authorised by us, you must not affix your logo, brand name or corporate details to any documentation produced by us, or any other company within the Quilter plc group of companies.

**2.25** We may immediately suspend or terminate your right to access our **online services** if you use them for any purpose which is not permitted by us.

**2.26** We make no warranties, implied or otherwise, that our **online services** can be used legitimately in any jurisdiction outside the United Kingdom.

## 3. Documents

**3.1** We may supply and accept documents through our **online services** but we are not obliged to do so.

**3.2** **Instructions** must be submitted via the **Adviser Extranet** unless we require paper **instructions** and/or supporting documents, in which case, these must be sent to our **postal address**.

**3.3** You must pass on any documents supplied by us intended for the **client** and vice versa. You must pass these on immediately without alteration.

**3.4** You must not:

(a) issue any circular, advertisement, leaflet or other promotional material about us unless we have supplied the document or approved it in writing

(b) prepare and issue or vary a plan, policy, **account**, **bond**, **application** form, endorsement, note, contract note, quarterly performance report, certificate or receipt or other document on our behalf.

**3.5** We are able to inspect, or ask you to deliver to us, any books, documents, computer software or hardware belonging to us or in connection with **business** placed with us and in your possession.

## 4. Data

**4.1** We may agree to provide you with **data** from time to time using such secure and/or encrypted transfer methods as we require. You shall only provide the **data** to those of your employees and financial advisers and your **appointed representatives** and their employees and financial advisers who have a need to use it.

**4.2** Such **data** is provided 'as is' without guarantees, representations or warranties, whether express or implied, as to the **data's** non-infringement or currency, accuracy, timeliness, completeness or fitness for any particular purpose.

**4.3** If we provide you with **data**, you must implement and maintain appropriate technical and organisational security measures, in accordance with good industry practice, to safeguard the **data** from unauthorised access, disclosure, alteration or loss. You are responsible for ensuring your security controls remain effective. In accordance with term 8, you must notify us of any data breach, unauthorised access, or material control failure which impacts the security of the **data**.

**4.4** We reserve the right to introduce charges for the provision of any such **data** at any time. If we do decide to introduce a charge, then we shall notify you in writing no less than 30 days in advance.

## 5. Remuneration payments

**5.1** We will credit or pay **commission**, or we may facilitate **adviser fees** on behalf of **clients**, on **business** arranged by you or your **appointed representatives** and accepted by us, as set out in the Remuneration Guide.

**5.2** All **remuneration** payments to you are inclusive of VAT if applicable.

> i The Remuneration Guide can be found on our website at ***quilter.com***

**5.3** If you instruct us to make a payment of any **remuneration** due to you to any third party (including an **appointed representative**), you acknowledge that:

(a) this instruction is a payment instruction only

(b) the relevant **business** has been introduced exclusively by you

(c) the payment fully satisfies our obligation to you

(d) you will be responsible for making any repayment that is necessary.

**5.4** We may terminate any such arrangement to pay a third party immediately. We are not obliged to give you any reason for our decision.

### Payment method, minimum payment balance and frequency

**5.5** All payments are made by direct credit and are subject to the three-day BACS clearance process.

**5.6** You can choose to be paid:

(a) weekly

(b) monthly

(c) quarterly

(d) half-yearly

(e) yearly.

Weekly payments are made on a Friday and other payments are made on the 28th of the month, unless the payment date is not a **working day** in which case, the payment will be made on the next **working day**.

**5.7** If you want to change your selected frequency please email: ***ask@quilter.com***

**5.8** **Remuneration** statements are made available on the **Adviser Extranet**.

**5.9** Where we are passing on a payment to you from a third party, such as a fund manager or a **client**, we shall only be required to do so to the extent that we have received that payment in cleared funds from that third party free of any charge or other restriction.

## 6. Repayment of remuneration to us

### Cancellations and refunds

**6.1** If a **client** exercises the right to cancel any contract or investments, or if contributions or premiums are refunded to a **client** for any reason, such as an ISA being voided or a **client** complaint:

(a) we will not pay you any **commission**

(b) you will repay to us any **commission** already paid

(c) we will not facilitate the reimbursement of any **adviser fees** to any **client**.

### Repayment of remuneration

**6.2** If you become liable to repay **remuneration** or any overpayment to us, you must do so within three months of the date you first become liable to repay it.

**6.3** If you do not repay any outstanding sum to us when you first become liable to repay it, we reserve the right to charge interest on that sum at a rate determined by us, which is currently 0.67% per month, compounded monthly, calculated from the first day of the month following the month in which you become liable to repay the sum to us.

**6.4** We are entitled to set off any sums owed to us by you against any other sum payable by us to you or any other firm where there is evidence of common ownership, directorship or other links with you. The right to set off payments applies across the Quilter group of companies. If the sum due to you is insufficient, you must repay any outstanding balance to us in accordance with term 6.2.

## 7. Client money

**7.1** If you handle **client money** you must:

(a) have the relevant **permission** from the **FCA**

(b) pass **client money** to us promptly and without deduction

(c) act for the **client** and not as our agent.

## 8. Data protection

**8.1** Terms defined in **data protection law** have the same meaning when used in these **terms of business**, unless the context requires otherwise.

### Client data

**8.2** For the purposes of **data protection law** and in relation to the processing of **clients' personal data**, both parties agree that they each act as an independent controller and neither party acts as a joint controller with, or processor for, the other party.

**8.3** Each party must:

(a) comply with its obligations under **data protection law**; and

(b) process **personal data** in a manner that ensures appropriate security of the data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures.

**8.4** Without limiting term 8.3, in relation to all **personal data** that you provide to us, you must ensure that you have:

(a) an appropriate lawful basis, including where necessary under **data protection law**, appropriate consent from the data subjects of the **personal data**; and

(b) provided all necessary **privacy information**, in each case to transfer the **personal data** to us and to enable us to lawfully process the **personal data** for the purposes contemplated by these **terms**.

**8.5** You must notify us as soon as you become aware of any data subject of the **personal data** who objects, or (where applicable) withdraws consent, to their **personal data** being processed by us or disclosed by us to you.

**8.6** You must keep records of the manner in which you have complied with terms 8.4 and 8.5 and promptly provide these records to us upon our request.

**8.7** You must promptly notify us if you:

(a) receive a complaint, claim or other communication (including any communication from a **data protection regulator**) which relates to either party's actual or alleged non-compliance with **data protection law** with respect to any clients' **personal data**; or

(b) become aware of an actual or suspected **security incident** with respect to any clients' **personal data**.

**8.8** Notwithstanding term 14, all notifications under term 8.7 must be made by email to ***Privacy@Quilter.com*** within 24 hours of becoming aware. You must provide us with such assistance and cooperation as we reasonably request in order to address and resolve the complaint, claim, communication or **security incident** referred to in term 8.7.

**8.9** Notwithstanding term 8.2, where **clients' personal data** is exported for processing, the parties shall ensure that such exports are undertaken in accordance with **data protection law**, including the inclusion of applicable clauses in subcontractor terms and the completion and adherence to a transfer risk assessment.

### Adviser data

**8.10** We collect and process **personal data** from you, your employees and **financial advisers** and your **appointed representatives**, their employees and **financial advisers**, in order to communicate with you, provide you with services and/or for business administration purposes. We collect the following types of data:

(a) your name

(b) address and other contact details

(c) financial details (eg for fees and **commission**)

(d) information about your health or dietary requirements (please note we will only collect such sensitive information in relation to the provision of certain services, eg seminars)

**8.11** We may share your **personal data**, by electronic or other means to:

(a) other companies within the Quilter plc group of companies, where it may be used for assessment and statistical analysis purposes

(b) discretionary investment managers who are using **X-Hub**

(c) a closed group of life assurance companies including Quilter Life & Pensions Limited (via the Elixir 2000), for the purpose of due diligence on your firm

(d) a third party to verify your identity in line with money laundering or other requirements

(e) third parties who provide services to us (eg: IT services, research and marketing services and for statistical and analytical purposes)

(f) third parties where required by law, court order or regulation

(g) other organisations, including the police or fraud prevention agencies and databases, to prevent and detect fraud.

**8.12** We will always keep your **personal data** safe and secure. We will not sell your **personal data**, and we will not send you communications about unrelated services without your consent.

**8.13** Our full Privacy Notice holds much more information about how we collect, use and share your **personal data** and that of your **clients** and it provides information about the rights you and your **clients** have in relation to your and their **personal data**, and how to contact us if you have any concerns. Please go to ***www.quilter.com/privacy-notice/*** or write to: Quilter Group Data Protection Officer, Senator House, 85 Queen Victoria Street, London, EC4V 4AB.

## 9. Financial crime

**9.1** You will be responsible as agent of the **client** for obtaining, recording and preserving (for a minimum period of five years after your relationship with the **client** ends) evidence of customer due diligence for all relevant parties introduced to us by you, in accordance with:

(a) the requirements of the **FCA** and any other relevant regulator

(b) all applicable UK anti-money laundering and counter-terrorist financing legislation.

(c) the recommendations published from time to time by the Joint Money Laundering Steering Group

(d) any requirements we may have relating to anti-money laundering and counter-terrorist financing which we notify to you.

**9.2** You will be responsible as agent of the **client** for ensuring that all customer due diligence information remains current and accurate and you will update records as necessary.

**9.3** You will immediately notify us of any material changes including:

(a) a change in the **client's** financial crime risk profile

(b) identification of suspicious activity that may require escalation

(c) regulatory investigations or legal actions pertaining to financial crimes relating to the **client**.

**9.4** With any **application**, you will need to send us a completed 'Confirmation of Verification of Identity' (or alternative confirmation as agreed by us and communicated to you) for all relevant parties involved with the **application**. The Confirmation of Verification of Identity must be in a format approved by the Joint Money Laundering Steering Group or by us.

**9.5** On request you must immediately:

(a) make available to us any information about any **clients** (and any related parties) which you have obtained when applying customer due diligence measures

(b) forward to us copies of any identification and verification data and other relevant documents on the identity of any **clients** (and any related parties) that you have obtained when complying with term 9.1.

**9.6** We may request additional information from you about any **client** at any time.

**9.7** We may return or cancel an investment if there is any delay or failure to provide information to us to enable us to satisfy ourselves that you have complied with your obligations in this term.

**9.8** You shall act at all times in compliance with all applicable laws and regulations including (without limitation) those relating to:

(a) anti-bribery and corruption, including, without limitation, the Bribery Act 2010, and you shall have, maintain and comply with adequate procedures of the type described in section 7(2) of the Bribery Act 2010

(b) the prevention of the facilitation of tax evasion, including but not limited to the Criminal Finances Act 2017, and shall have in place and maintain such policies and procedures as are reasonable to prevent the facilitation of tax evasion,

(c) fraud including but not limited to the Fraud Act 2006 and the Economic Crime and Corporate Transparency Act 2023 and shall have in place and maintain such policies and procedures as are reasonable to prevent fraud.

**9.9** You must maintain and comply with policies, procedures, systems and controls which are reasonable and appropriate to prevent, detect and respond to fraud, impersonation, social engineering and other unauthorised activity affecting **clients** or **instructions** submitted to us.

**9.10** You must notify us of any actual or suspected fraud, impersonation, social engineering, unauthorised instruction, suspicious activity or compromise affecting any **client**, **client instruction**, payment details, access to **online services** or **OS information**.

**9.11** Notwithstanding term 14, all notifications under term 9.10 must be made by email to ***Privacy@Quilter.com*** within 24 hours of becoming aware. You must provide us with such assistance and cooperation as we reasonably request in order to address and resolve the issue referred to in term 9.10.

**9.12** Where you identify or suspect fraud, impersonation, social engineering or other unauthorised activity, you must not submit any related **instruction** to us unless and until we have completed such enquiries and verification as we consider appropriate and have confirmed that the instruction may proceed.

## 10. Market timing

> Market timing is a form of speculative investment that usually involves a high volume of fund transactions and short holding periods. This can force fund managers to carry out transactions that do not reflect the normal investment strategy of the fund. It can also penalise other investors, due to the extra dealing costs incurred or a decline in the long-term performance of the fund.

**10.1** You must not take part in market timing activities.

**10.2** If we or any asset manager or external third party identify market timing taking place, we will take appropriate action. We may refuse to accept **business** from you or a **client** who is considered to have a history of short-term or excessive trading in any assets, or whose trading has been or may be disruptive.

**10.3** Where we reasonably consider any activity to constitute market timing your **remuneration** may be impacted. In such circumstances we will notify you of any measures imposed and agree a consequent course of action.

## 11. Indemnities

**11.1** You will indemnify us and keep us indemnified against all liabilities, costs, expenses, damages and losses suffered or incurred by us, or for which we become liable, in each case arising out of or in connection with:

(a) introduction of **business** beyond your authorisation, or when your authorisation has been cancelled or withdrawn

(b) the facilitation of **adviser fees** where you are unable to provide us with evidence that these have been authorised by the **client**

(c) provision of incorrect information by you, including but not limited to a breach of term 1.11 of these **terms of business**

(d) infringement of our **intellectual property rights**

(e) any intellectual property provided by you which infringes the **intellectual property rights** of a third party

(f) misuse of our **online services** by you or any of your **users**

(g) breach of your obligations under term 8 of these **terms of business** and **data protection law**.

(h) any fraudulent, unauthorised, incorrect or improperly verified **instruction**, application, account transaction, data input, payment detail change, withdrawal request, transfer request, sale instruction or other communication submitted to us by you or on your behalf;

(i) any failure by you, your users, your employees, your financial advisers, your **appointed representatives** or their employees or financial advisers to verify the identity or authority of any person purporting to act for or on behalf of a **client**;

(j) any fraud, impersonation, social engineering, phishing or other unauthorised activity affecting you, your users, your employees, your financial advisers, your **appointed representatives**, their employees or financial advisers, or any **client**;

(k) any unauthorised access to or misuse of our **online services** arising from any act or omission of you, your users, your employees, your financial advisers, your **appointed representatives** or their employees or financial advisers;

(l) any compromise, loss, theft, disclosure or misuse of any username, password, security credential, device, system or software used by you or on your behalf to access our **online services**;

(m) any failure to comply with our authentication, verification, access management, security, fraud prevention or **online services** procedures; and

(n) any amount we pay or become liable to pay to a **client**, regulator, ombudsman, counterparty or other third party as a result of any matter referred to in paragraphs (h) to (m), including administration costs, investigation costs, remediation costs and legal costs.

**11.2** For the purposes of term 11.1, our losses shall include any administration expenses or costs we have suffered or incurred and any sums paid to third parties as a result of dealing with the matter.

**11.3** This indemnity shall survive the termination or expiry of these **terms**.

**11.4** We reserve the right to make a charge to cover any administration costs where you ask us to carry out work not covered by our normal administration processes.

**11.5** Where you have made an error which requires correction and which has a cost consequence to either the **client** or us, we reserve the right to make a charge to cover the cost of ensuring that the **client** is not disadvantaged by your error and that our resulting administration costs are met.

## 12. Termination

**12.1** Either party may terminate these **terms** by giving not less than 30 days' notice in writing to the other.

**12.2** We may terminate these **terms** with immediate effect by giving notice in writing to you on the occurrence of any of the following events:

(a) you or one of your **appointed representatives** commits a material breach of these **terms**

(b) you or one of your **appointed representatives** commits a material breach of **regulations** or the rules of any other regulator to which you or they are subject

(c) you or one of your **appointed representatives** persistently breaches these **terms** including (without limitation) if you are unable to provide **adviser fee authorisation form(s)** upon our request

(d) you enter into a voluntary arrangement with creditors, the making of a bankruptcy or a winding up order against you or upon the appointment of a receiver over your assets or your entry into liquidation, whether voluntary or compulsory (or any similar or analogous process in any jurisdiction).

(e) (where you are an individual), your death or long term incapacity

(f) your authorisation has been cancelled, suspended or withdrawn or your **permission** altered or restricted or made subject to any condition where the effect is to limit or prevent you from lawfully conducting **business** with us

(g) you or any of your **appointed representatives** acts, or omits to act, in a way which in our opinion is unprofessional and/or may bring us into disrepute

(h) you are an **exempt professional firm** and you cease to meet any of the conditions which must be met in order to be treated as such and/or you cease to be on the **FCA's** register

(i) you cease for any reason to be permitted by us to offer **products** for sale.

**12.3** On notice being served to terminate these **terms** for whatever reason:

(a) all entitlement to **commission** will immediately cease

(b) there will be no proportionate payment of **commission** to cover the period between the last payment date and the date of termination

(c) we will no longer facilitate any **adviser fees**, but any **adviser fees** which we are currently holding on your behalf will be payable to you in accordance with these **terms**, except where:

(i) any of the events described in terms 12.2(d) or 12.2(e) has occurred

(ii) it would not be lawful for us to pay them to you

**12.4** On termination of these terms for whatever reason:

(a) we will no longer send or release to you any **client**-related information

(b) we will immediately withdraw access to our **online services** for all **users**

(c) you must return all books, documents, computer software or hardware belonging to us and in your possession, custody or control, immediately upon request

(d) your licence to hold or use any software of ours in your possession will cease

(e) you will remain liable for all accrued liabilities and repayment of **remuneration** (including interest).

**12.5** All duties of non-disclosure, data protection (including term 8), confidentiality, disclaimers, indemnities and exclusions contained within these **terms** shall survive termination of these **terms**.

## 13. Variation

**13.1** We reserve the right to vary these **terms**. Notice of any change will be given to you through our **online services** and via email. We will give you at least 30 days' notice of any changes to these **terms** which operate to your disadvantage, unless the change is for legal or regulatory reasons in which case it shall take effect immediately upon deemed receipt of notice as set out in term 14. You will be deemed to have accepted the revised **terms** by continuing to deal with us.

## 14. Notices

**14.1** Notices shall be in writing and may be given by either party by being sent to the other party's email address and shall be deemed to have been received at 9.00am on the **Working Day** following the day that it was transmitted to the correct email address.

**14.2** All notices from you under these **terms** must be in writing on your firm's headed paper, signed by an authorised signatory. In the case of your **appointed representatives**, notification of changes relating to an **appointed representative** can come from you or the **appointed representative** in question, with the exception of moving **business** away from an **appointed representative** where the instruction must come from you.

**14.3** Our email address for service of notices is: ***WFPAMAdviserServicing@quilter.com***. Your email address for service of notices is as stated in your application to do business with us, or as notified to us from time to time.

## 15. General

**15.1** These **terms** cannot be enforced under the Contracts (Rights of Third Parties) Act 1999 by someone who is not a party to these **terms**.

**15.2** If we waive any of these **terms** it does not mean that subsequent breaches will be allowed.

**15.3** No delay or omission by us in exercising any right, power or remedy provided by law or under these **terms** shall affect that right, power or remedy or operate as a waiver of it.

**15.4** You may not assign, novate or otherwise transfer your rights or obligations under these **terms** to any other person without our prior written consent.

**15.5** These **terms** do not create any partnership, joint venture or agency relationship between the parties.

**15.6** These **terms** are subject to English law and each party agrees that the courts of England shall have exclusive jurisdiction



**Approver: Quilter**

QIP19115/143/16522/September 2026