InvestAcc

Financial Adviser Terms of Business and Registration Form

www.investaccpensions.co.uk

Financial Adviser Terms of Business and Registration Form

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1. TERMS OF BUSINESS FOR INTERMEDIARIES

1 Definitions and Interpretation

1.1 In these Terms, the following expressions have the following meanings:

'**Applicable Laws**' means all laws, rules and regulations applicable to InvestAcc and/or the Intermediary;

'**Client**' means a person introduced by the Intermediary to InvestAcc with a view to purchasing a Product;

'**Confidential Information**' means information of a confidential nature (including trade secrets and information of commercial value) known to the parties concerning InvestAcc or the Intermediary and/or the Products and communicated to the parties respectively;

'**FCA**' means the Financial Conduct Authority and any successor regulator;

'**Intellectual Property Rights**' means all intellectual property rights and includes without limitation copyrights, patents, trademarks, service marks, database rights and rights to extract data, registered and unregistered designs, trade secrets, rights of confidence, applications for any of the foregoing and all other similar rights recognised in any part of the world;

'**Intermediary**' means an independent financial adviser, discretionary asset manager, stockbroker or other professional adviser who accepts and deals under these Terms and shall, where the context requires, include the Intermediary's employees, directors, officers and/or agents;

'**Intermediary Fee**' means a payment to the Intermediary by InvestAcc out of funds invested by a Client in a Product;

'**InvestAcc**' means InvestAcc Pension Administration Limited or InvestAcc Pension Trustees Limited or any subsidiary, holding company, or any associated company notified to you from time to time, as appropriate.

'**Product**' means the SIPP, SSAS and/or such other financial products and/or related services as may be offered from time to time by InvestAcc as appropriate;

'**Product Account**' means a bank account opened by InvestAcc in relation to each SIPP, SSAS or other financial product purchased by a Client

'**SIPP**' means any Self-Invested Personal Pension product offered or acquired by InvestAcc; '**SSAS**' means any Small Self-Administered Pension Scheme product offered or acquired by InvestAcc.

'**Terms**' means the terms set out in these Terms of Business for Intermediaries (including any application form or appendices) as amended, modified or supplemented from time to time in accordance with Clause 16 of the Terms.

1.2 References to any statutory provision, statutory instrument, regulation, or rule, shall include a reference to such provision as subsequently re-enacted or substituted and reference to a statute shall include all regulations, orders and other provisions made hereunder.

1.3 Reference to a clause means a clause of these Terms.

1.4 Headings used in these Terms are for ease of reference only and shall not affect the construction of these Terms.

2 Application and Scope

2.1 These Terms are the only terms on which InvestAcc will do business with the Intermediary. They are legally binding, and they apply to any dealings in Products which the Intermediary may carry out with or through InvestAcc.

2.2 These Terms shall come into effect when InvestAcc accepts a properly executed copy of these Terms from the Intermediary or when the Intermediary places its first order following receipt of these Terms.

2.3 These Terms are supplemented by the current documents governing or describing the Products.

2.4 InvestAcc and the Intermediary each warrant to the other that it has all necessary authorisations, licences and permits to carry out transactions under these Terms, and undertakes to comply with all Applicable Laws. The Intermediary represents, warrants and undertakes to InvestAcc that (a) it is an "authorised person" for the purposes of the Financial Services and Markets Act 2000 ("FSMA"), and (b) it will do everything within its power to maintain such status as an "authorised person" whilst promoting and/or carrying out any services in relation to the Products pursuant to its authorisation under these Terms.

2.5 The Intermediary will notify InvestAcc immediately, and within 24 hours, if it receives notice that the FCA intends to or has suspended, cancelled, rejected, or amended the Intermediary's authorisation. InvestAcc will not accept business from the Intermediary if it ceases to be authorised by the FCA.

2.6 The Intermediary will promptly supply InvestAcc with any information which InvestAcc may request in order to comply with InvestAcc's obligations under Applicable Laws and in particular InvestAcc's obligations in respect of data protection.

3 Relationship with Clients

3.1 A Client shall remain the client of the Intermediary for the purposes of giving advice on investments. Neither InvestAcc Pension Administration Limited nor InvestAcc Pension Trustees Limited are authorised to provide investment advice and the Intermediary is responsible for ensuring that any investments recommended by the Intermediary are appropriate for the client's circumstances.

3.2 A Client will become the client of InvestAcc for the purposes of the provision of the Product and of any services related to the Product only (for example, arranging the purchase of investments in the SIPP and the operation and administration of the SIPP).

3.3 The Intermediary will be the agent of each Client in its dealings in relation to Products and for other matters relating to the holding of Products. The Intermediary has no rights whatsoever to bind or to act on behalf of InvestAcc. The Intermediary must not misrepresent its relationship with InvestAcc in any way. For the avoidance of doubt the Intermediary will not (a) act as an agent of InvestAcc or any associated company and (b) make any representations or warranties or give any undertakings to Clients or potential Clients that it is acting as an agent for, or represents, in any way, InvestAcc or any associated company.

3.4 InvestAcc may accept investment or dealing instructions from the Intermediary on behalf of the Client provided that such instructions are in writing and are sent by email or fax. InvestAcc shall not be liable if for any reason instructions are not received by InvestAcc. For the avoidance of doubt InvestAcc shall not in any circumstance accept instructions by telephone unless this is authorised by a Director of InvestAcc.

3.5 The Intermediary warrants, represents and undertakes to InvestAcc that whenever it submits to InvestAcc or any associated company an application by a Client for any Product it will be duly authorised by the Client to act on behalf of the Client in respect of such application.

3.6 The Intermediary will use its best endeavours to ensure that all information supplied to it by a Client as part of an application for any Product or otherwise to InvestAcc is accurate. The Intermediary will notify InvestAcc immediately, and within 24 hours, if, at any time, it becomes aware that any material

information from or in relation to a Client is incorrect or has changed.

3.7 The Intermediary must immediately, and without unreasonable delay, pass on, without amendment or alteration, any documentation supplied by InvestAcc for the benefit of, or completion by, a Client in relation to a Product. All documents and other property in the Intermediary's possession that belong to InvestAcc must at all times be available to InvestAcc for inspection and must be delivered by the Intermediary to InvestAcc on demand.

3.8 Where the Intermediary discusses with InvestAcc possible options for a particular client, no part of that discussion shall be deemed as InvestAcc giving advice and InvestAcc shall not be liable for any action taken as a result of any such discussions, for the purposes of this agreement, "discussion" includes written communications, whether by letter, memo, email, or any other format generally accepted as meaning the same or similar.

4 Dealings

InvestAcc has the right, in its discretion and without giving reasons, to decline, to delay implementation of, or to withdraw from, any business placed with it by the Intermediary.

5 Intermediary Fee

5.1 The Intermediary shall be entitled to an Intermediary Fee only if:

5.1.1 a Client purchases a Product;
5.1.2 that Client has confirmed in the relevant product application form, or supplementary instruction, to InvestAcc that an Intermediary Fee should be paid to the Intermediary; and
5.1.3 there are sufficient monies available in that Client's Product Account to pay the Intermediary Fee.

5.2 For the avoidance of doubt, no Intermediary Fee shall be payable if a Client does not provide InvestAcc with the required amount of money to invest in a Product or where a Client withdraws approval for an Intermediary Fee.

5.3 The amount of the Intermediary Fee shall be the amount agreed between the Intermediary and each Client as confirmed in writing by each Client to InvestAcc in the relevant Product application form. The Intermediary Fee shall be taken as a deduction by InvestAcc of the relevant amount from the Product Account. In addition, InvestAcc may require that the Intermediary shall provide InvestAcc with an invoice detailing the amount of fee that should be paid on each occasion that a fee is due (note that no fee shall be paid by InvestAcc without an invoice or equivalent instruction).

5.4 All payments made to the Intermediary shall be deemed to be inclusive of any VAT (if applicable).

5.5 Any error in the amount of the Intermediary Fee paid by InvestAcc may be rectified only if the Intermediary gives InvestAcc written notice of the alleged error within 20 working days of the Intermediary receiving payment of the Intermediary Fee. Upon receiving such notice, InvestAcc shall use all reasonable endeavours to rectify any error that it agrees has been made.

5.6 If a Client exercises a right of cancellation in respect of a transaction, InvestAcc shall be entitled to set off any Intermediary Fee (and any VAT) paid by it in respect of that transaction against any other sums that it owes to the Intermediary, pursuant to these Terms. If no such sums are owed by InvestAcc or if any such sums owed are not sufficient for the purposes of set-off, the Intermediary shall refund the Intermediary Fee in full within 10 days of receipt of a written notice from InvestAcc demanding such payment.

5.7 InvestAcc shall pay all fees, subject to available funds, to advisers preferably by bank transfer to a suitable Intermediary account established for the purpose of receiving fees. Where possible, payment will be made within the timescales published on our website.

5.8 Where a client transfers out before the next annual advisor charge is due, InvestAcc will not deduct or pay any partial or pro-rata charge. This does not affect any separate fee arrangements agreed directly between the client and their adviser.

6 No Agency

Nothing contained or implied in the Terms creates a joint venture or partnership between the parties or makes one party the agent or legal representative of the other party for any purpose. For the avoidance of doubt neither party has the authority to bind or incur liability on behalf of the other.

7 Intellectual Property

7.1 The Intermediary must not use the InvestAcc name or any logo, trademark, or any other intellectual property of InvestAcc without InvestAcc's prior written permission.

7.2 Information obtained from InvestAcc by the Intermediary may only be used or reproduced for the bona fide purposes of the Intermediary's business, in the context of this agreement between InvestAcc and the Intermediary, must be kept confidential except for those purposes and is the property of InvestAcc.

7.3 All Intellectual Property Rights whatsoever in the Products, InvestAcc websites, and any related software, services and facilities provided to the Intermediary by InvestAcc pursuant to these Terms shall remain the exclusive property of InvestAcc, and where applicable, any third party licensing such Intellectual Property Rights to InvestAcc.

8 Money Laundering

The Intermediary shall adhere to all regulations and legislation, official guidance and rules on money laundering issued by the Financial Conduct Authority and the Joint Money Laundering Steering Group in order to comply with the Money Laundering Regulations 2017.

9 Bribery Act 2010

The Intermediary shall adhere to all regulations and legislation, official guidance and rules set out within the terms of the Bribery Act 2010. As such we would expect the intermediary to hold and maintain a current Anti-Bribery and Corruption Policy and for a copy of this to be provided prior to the execution of these Terms.

10 Data Protection

10.1 Personal Data of a Client is processed and shared between InvestAcc and the Intermediary in connection with the provision of the Products and on-going administration and contact with the Intermediary (the "Processing Purpose"). Details of the subject matter, nature and duration of the processing together with the categories of Data Subjects and the type of Personal Data being processed is set out at Part 1 of the Schedule.

10.2 The Intermediary and InvestAcc will each comply with the Data Protection Act 2018, the UK GDPR, and any successor or supplementary legislation applicable in the United Kingdom (the "Data Protection Laws"). Capitalised terms used throughout this clause shall have the meanings set out in the UK GDPR.

10.3 Where InvestAcc agrees that the Intermediary is a joint data Controller with InvestAcc both parties shall comply with Part 2 of the Schedule to this Agreement, clauses 10.4 and clauses 10.13 to 10.15 of this Agreement. Where either party acts as a Controller they shall comply with clauses 10.4 and clauses 10.13 to 10.15 of this Agreement.

10.4 The Controller shall:

(a) obtain all necessary consents or satisfy another lawful ground for processing and provide appropriate privacy notices to Data Subjects (as required by Data Protection Laws) to enable it to share the Data with the other party for the Processing Purpose; and

(b) take reasonable steps to ensure that the Data is accurate and up to date.

10.5 The parties acknowledge that where either party shall be a Processor in respect of its processing of the personal data in connection with the Processing Purpose the obligations in clauses 10.6 to 10.12 of this Agreement shall apply.

10.6 Where a party acts as a data Processor it shall:

(a) process the Data only in accordance with the Controller's written and lawful instructions from time to time (including those set out in this Agreement);

(b) ensure that any of its personnel who have access to the Data are committed to binding obligations of confidentiality when processing the Data;

(c) take such steps as are reasonably required to assist the Controller in ensuring compliance with its obligations under Articles 30 to 36 (inclusive) of UK GDPR. Such assistance shall be at the Controller's cost;

(d) inform the Controller without undue delay if any Data is subject to a Personal Data Breach or is otherwise lost or destroyed or becomes damaged, corrupted or unusable;

(e) notify the Controller as soon as reasonably practicable if it receives a request from a Data Subject exercising their rights under the Data Protection Laws in relation to their Personal Data;

(f) provide the Controller with such co-operation and assistance as may reasonably be required in relation to any request made by a Data Subject to exercise their rights under the Data Protection Laws in relation to their Personal Data. For complex requests such assistance shall be at the Controller's cost;

(g) not disclose any Data to any Data Subject in response to a request from the Data Subject to exercise their rights under the Data Protection Laws other than at the written request of the Controller or as expressly provided for in this Agreement;

(h) provide to the Controller and the Supervisory Authority such information and assistance as is reasonably required to demonstrate or ensure compliance with the obligations in this Agreement and/or the Data Protection Laws; and

(i) subject to paragraph 10.7, at the Controller's request and provided that the Controller shall enter into appropriate confidentiality agreements (as reasonably required by the Processor), permit the Controller or its representatives to access any relevant premises, personnel or records of the Processor on reasonable notice to audit and otherwise verify compliance with this paragraph 10.6.

10.7 Processor shall only be required to permit the Controller or its representatives to access any relevant premises, personnel or records of the Processor pursuant to paragraph 10.6(i) in the event that the Controller knows or has reasonable grounds to suspect that Data which is processed by the Processor pursuant to paragraph 10.6 is subject to a Personal Data Breach or is otherwise lost or destroyed or becomes damaged, corrupted or unusable.

10.8. Where there is an applicable Website, the Controller acknowledges and is deemed to have consented to the Processor engaging those sub-processors listed on that Website. Processor will notify the Controller if this Website changes. Before engaging any new sub-processor, the Processor shall obtain the prior written consent of the Controller.

10.9 When engaging any sub-processor, Processor shall:

(a) enter into a written agreement with the sub-processor which shall:

(i) require the sub-processor to only process Data in accordance with the written instructions of Controller;

(ii) impose substantially similar obligations on the sub-processor to those set out in paragraphs 10.6 to 10.12 of this Agreement; and

(b) remain responsible for compliance with its obligations in paragraphs 10.6 to 10.12 and for any acts or omissions of the sub-processor to the extent that they cause Processor to be in breach of its obligations in paragraphs 10.6 to 10.12.

10.10 Subject to paragraph 10.11, Processor shall, if instructed by the Controller, take reasonable steps to irretrievably delete all Data on expiry or termination of this Agreement and not make any further use of it.

10.11 Processor may retain Data beyond expiry or termination of this Agreement:

(a) unless instructed by the Controller and it agrees (pursuant to paragraph 10.10) to delete it;

(b) even if instructed by the Controller (pursuant to paragraph 10.10) to delete it:

(i) if the Processor is required by applicable law to retain all or part of the Data; or

(ii) for the purposes of establishing, exercising or defending legal claims.

10.12 To the extent that Processor retains Data pursuant to paragraphs 10.11(a) or 10.11(b), it shall:

(a) hold such retained personal data as a Data Controller;

(b) take reasonable steps to ensure the confidentiality of all such Data;

(c) continue to comply with the provisions of this Agreement in respect of such Data; and

(d) notify the Controller of its retention of Data.

10.13 The parties shall fully comply with the provisions and obligations imposed on them by the Data Protection Laws at all times when processing Data under this Agreement and in connection with the Processing Purpose.

10.14 In particular both parties shall:

(a) implement and maintain technical and organisational measures and procedures to ensure an appropriate level of security for the Data, including protecting the Data against the risks of accidental, unlawful, or unauthorised destruction, loss, alteration, disclosure, dissemination or access; and

(b) only transfer Data outside the European Economic Area, if it has ensured that there is adequate protection and appropriate safeguards for the Data when transferred outside of the European Economic Area, as required by the Data Protection Laws.

10.15 If either party receives any complaint, notice or communication which relates directly or indirectly to the processing of Data by the other party or to either party's compliance with the Data Protection Laws, it shall as soon as reasonably practicable notify the other party and it shall provide the other party with reasonable co-operation and assistance in relation to any such complaint, notice or communication. The Intermediary acknowledges that InvestAcc may record and monitor telephone calls and emails where this is necessary to comply with a legal obligation or where this is in InvestAcc's legitimate interests.

10.16 Where InvestAcc grants adviser access to the SIPP Online facility, with a User ID and password, the Intermediary takes responsibility for informing InvestAcc of the requirement to revoke access, e.g. for an adviser that has left the Intermediary's business. The Intermediary shall indemnify InvestAcc for any breach of the Data Protection Laws as a result of not being properly informed in accordance with this clause.

11 Email, Fax and Information Technology (IT) matters

11.1 Unless otherwise agreed, InvestAcc may use conventional (unencrypted) email to communicate with the Intermediary. By accepting these terms, the Intermediary acknowledges that conventional email may present security risks in certain circumstances and the Intermediary shall be taken to have accepted those risks unless it informs InvestAcc not to use that means of communication. If any Intermediary would like InvestAcc to use encrypted email for communication purposes, it should notify InvestAcc in writing. InvestAcc will endeavour to do so, but this is also subject to InvestAcc making the necessary arrangements with the Intermediary and any other recipients. If any Intermediary does not want InvestAcc to fax it at any fax number where Investacc might ordinarily think the Intermediary may be contactable, it must inform InvestAcc of this in writing and provide InvestAcc with any fax number(s) that the Intermediary wishes InvestAcc to use.

11.2 Please note that in order to protect the integrity and security of InvestAcc's IT systems, InvestAcc may prohibit the receipt and opening of certain types of electronic files by its staff. The Intermediary should note InvestAcc's internal IT procedures may also impose a delay on its ability to open and deal with certain types of electronic files.

12 Conflicts of Interest

12.1 InvestAcc will inform the Intermediary if it becomes aware of any conflict of interests in respect of its relationship with the Intermediary or in respect of its relationship with the Intermediary and another client. If there is a conflict of interests that is capable of being addressed successfully by the adoption of suitable safeguards to protect the Intermediary's interests, then InvestAcc will adopt those safeguards. However, where a conflict is identified which cannot be managed in a way which protects the Intermediary's interests then InvestAcc may need to terminate or vary this agreement.

12.2 InvestAcc has the right to cancel this agreement, and to cease to accept business from the Intermediary at any time, without reason or notice.

13 Complaints

InvestAcc is committed to providing a high-quality service that is both efficient and effective. However, should there be any cause for complaint in relation to any aspect of InvestAcc please contact The Compliance Officer by phone, email or by post to c/o InvestAcc Pension Administration Limited, Solway House Business Park, Kingstown, Carlisle, CA6 4BY. InvestAcc will look into any complaint carefully and promptly and do everything reasonable to put it right.

14 Indemnity and Liability

14.1 Each party (the "Indemnifying Party") shall indemnify and keep indemnified the other party and its affiliates, directors, officers and employees against all direct losses, costs, and expenses arising out of or in connection with:

14.1.1 any material breach by the Indemnifying Party of these Terms;

14.1.2 any breach of Applicable Laws by the indemnifying Party; or

14.1.3 the negligence, fraud or willful misconduct of the Indemnifying Party;

14.1.4 any infringement or alleged infringement of the Intellectual Property Rights of the other party or of any third-party licensor, to the extent caused by the Indemnifying Party;

14.1.5 any loss, damage, or costs arising from the Indemnifying Party's improper use, application, or transfer to any third party of information supplied by the other party concerning any Client or prospective Client.

14.2 Subject to Clause 14.3, neither party shall be liable to the other for or any indirect, special, incidental, or consequential losses or damages, including but not limited to loss of profits, business opportunity or goodwill, arising out of or in connection with these Terms.

14.3 Nothing in these Terms shall exclude or limit either party's liability for:

14.3.1 fraud or fraudulent misrepresentation; or

14.3.2 any other liability that cannot lawfully be excluded or limited.

14.4 InvestAcc will only be liable to the Intermediary for losses arising directly as a result of negligence, fraud or wilful default by it or any of its employees or agents. In no event shall InvestAcc be liable for special, indirect, incidental, or consequential damages or losses. InvestAcc is not responsible for the accuracy of information obtained from it by the Intermediary other than information prepared by InvestAcc.

14.5 Nothing in these Terms shall exclude or limit the liability of either party for fraudulent misrepresentation, deceit, or dishonesty or for death or personal injury resulting from its negligence or any other liability that cannot be excluded by Applicable Laws.

15 Limitation of Third Party Rights

15.1 With the exception of a Client, the advice and information InvestAcc provides to the Intermediary as part of this agreement is for its sole use and not for any third party to whom the Intermediary may communicate it, unless InvestAcc has expressly agreed in writing that a specified third party may rely on InvestAcc's work.

15.2 We accept no responsibility to third parties, to whom this agreement is not addressed. A party to this agreement is the only person who has the right to enforce any of its terms and no rights or benefits are conferred on any third party under the Contracts (Rights of Third Parties) Act 1999.

16 Variation and Termination

16.1 InvestAcc has the right to vary this agreement at any time on giving 28 days' written notice to the Intermediary.

16.2 Either party may terminate this agreement at any time on giving the other party one month's written notice.

16.3 This agreement shall terminate immediately if an Intermediary ceases to be authorised by the FCA.

16.4 Termination of this agreement will not affect a party's accrued rights and obligations at the date of termination.

16.5 Within 10 working days of termination, the parties shall settle in full all outstanding payments owed to one another.

16.6 Termination of these Terms shall not affect the operation of any clause which is intended to survive termination, including this clause 16, which shall remain in full force and effect.

17 Cooling Off Rights

17.1 The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 may apply to an agreement between InvestAcc and the Intermediary. This gives the Intermediary the statutory right to terminate the agreement within a cooling off period of 14 working days beginning with the day after the agreement was concluded. The Regulations also say that work should be completed within 30 days of the day after the Intermediary asked InvestAcc to complete work for them, unless otherwise agreed. In this respect, this agreement is on the basis that InvestAcc shall not be required to meet the 30-day deadline, given that InvestAcc's services generally require more time to complete. The Intermediary's acceptance of these Terms constitutes agreement that InvestAcc will not complete the required work for the Intermediary within 30 days.

17.2 If the Regulations apply to any agreement between InvestAcc and the Intermediary InvestAcc will send the Intermediary a notice setting out the Intermediary's rights to cancel.

18 Confidentiality

18.1 The parties agree that they shall at all times (both during the duration of these Terms and after its termination) keep Confidential Information confidential, and shall not use Confidential Information other than strictly for the purposes of these Terms or disclose Confidential Information to any third party, unless the information was public knowledge or already known to the parties at the time of disclosure or subsequently becomes public knowledge other than by breach of these Terms.

18.2 To the extent necessary to implement the provisions of these Terms (but not further or otherwise), the parties may disclose the Confidential Information to any relevant governmental or other authority or regulatory body their employees or officers who have a legitimate need to know such information for the purposes of these Terms, provided that each party ensures that such individuals are subject to confidentiality obligations no less onerous than those set out in these Terms, whether under contract of employment or otherwise.

18.3 All of InvestAcc's Confidential Information must be returned to InvestAcc within 30 working days (or such other period as may be agreed) of a written request or termination of any agreement between InvestAcc and the Intermediary.

19 Assignment

19.1 The Intermediary is not entitled to subcontract or transfer any of its rights and obligations under these Terms without the prior written consent of InvestAcc.

19.2 InvestAcc may assign its rights and obligations under these Terms to any associated company on notice to the Intermediary.

20 Documentation

InvestAcc may from time to time have statutory or other obligations to send documentation directly to Clients and reserves the right to do this.

21 Recommendations

If InvestAcc should recommend the services of anyone to the Intermediary such as lawyers, accountants, or anyone else, InvestAcc shall do so in good faith, and this shall be the sole extent of InvestAcc's liability with regard to the recommendation in question.

22 General

22.1 Nothing in these Terms shall prevent InvestAcc or the Intermediary from entering into arrangements similar to those provided for in these Terms with any other person.

22.2 If any provision of these Terms is held illegal, invalid or unenforceable such illegality, invalidity or unenforceability will not affect the other provisions of these Terms which shall remain in full force and effect.

22.3 A failure to exercise or delay in exercising a right or remedy provided by these Terms or law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by these Terms or by law prevents further exercise of the right or remedy or the exercise of another right or remedy.

23 Governing Law

23.1 These Terms are governed by English law and the courts of England and Wales have exclusive jurisdiction to settle any dispute arising under these Terms.

23.2 These Terms are issued by InvestAcc Pension Administration Limited (Company number: 7118349) of Solway House Business Park, Kingstown, Carlisle, CA6 4BY. Authorised and regulated by the Financial Conduct Authority and registered in England and Wales.

24 Accepting the above Terms of Business

InvestAcc will only accept applications for SIPP and / or SSAS business from intermediary firms that have accepted InvestAcc's Terms of Business, as amended from time to time. By submitting applications for customers, the intermediary firm is expressly confirming their acceptance of InvestAcc's Terms of Business applicable at the time. The current version of these terms can be found at www.investaccpensions.co.uk/termsofbusiness and should this page not be available then they can be obtained from us on request, by writing to us at any of our offices.

Version 4.3 (September 2026)

The Schedule - Data Processing

Part 1 - Details of processing activities undertaken by the parties

Subject matter and duration of processing	Personal Data is processed for the Processing Purpose, the legitimate interests of both InvestAcc and the Intermediary and to comply with any legal obligation which either party is subject to. Personal Data about Data Subjects will be processed by the parties for as long as necessary to fulfil the purposes for which it was collected for including for the Processing Purpose, and to satisfy any legal, accounting, or reporting requirements. To determine the appropriate retention period for Personal Data, both parties will consider the amount, nature, and sensitivity of the Personal Data, the potential risk of harm from unauthorised use or disclosure of the Personal Data, the purposes for which the parties process the Personal Data and whether the parties can achieve those purposes through other means, and the applicable legal requirements.
Nature and purpose of Processing	Processing of a Data Subject's personal data in order to provide the Products and in order to comply with legislation including the Data Protection Laws.
Type of Client Personal Data	Type of Data Subject's Personal Data being Processed as part of the Processing Purpose, includes but is not limited to the following information: • name; • contact details; • date of birth; • financial information; and • health information and other special data as required from time to time.
Categories of Data Subjects	• SIPP and SSAS pension scheme members • SIPP and SSAS pension scheme beneficiaries • Parties' personnel (including consultants) • Client's third party suppliers

Part 2 - Joint Data Controllers

Where the parties are acting as joint Data Controllers, they shall each comply with their respective obligations under the Data Protection Laws and shall co-operate with each other to ensure compliance. The parties agree to divide their responsibilities as follows:

Article 13 of the UK GDPR	Both parties agree to provide appropriate privacy notices to Data Subjects for the purposes of Article 13.
Article 33 of the UK GDPR	Both parties shall take joint and several responsibility for notifying a Personal Data Breach to the Information Commissioner's Office, where required and where appropriate.

2. FINANCIAL ADVISER REGISTRATION FORM

1. Financial Adviser Firm and Financial Adviser Details

Name of Company
Trading Names

1st line of address		
2nd line of address		
City	County	Postcode
Details of primary shareholder/owner		
Number of Regulated Advisers	Telephone number	
Fax number		
Email address		

We will use this email address to send you notifications about our online systems, as well as literature changes and other important company announcements.

FCA Number:

◯ Directly Authorised
◯ Appointed Representative

If you are an appointed representative of another firm, please provide the name of your principal company and FCA number:

Total number of staff (include all authorised individuals and directors):
Total assets under advice / management of your firm:

Do you advise clients that have overseas connections?

◯ Yes ◯ No

If **'Yes'**, please provide countries:

Where did you hear about us?

Are you entering into this Terms of Business Agreement because you have clients with AJ Bell Platinum SIPP or SSAS products and wish to continue being the appointed adviser firm after InvestAcc has taken over the administration of those schemes?

◯ Yes ◯ No

How do you generate new business? *(please feel free to tick more than one)*

◯ Word of mouth/referrals
◯ Lead generation companies
◯ Marketing
◯ Other

If **lead generation companies**, please specify:	If **other**, please specify:

Do you have any restrictions on your permissions?

◯ Yes ◯ No

If **'Yes'**, please provide details:

Have any sanctions been made against the company historically by any regulatory or official body such as HMRC/FCA?

◯ Yes ◯ No

If **'Yes'**, please provide details:

Do you have any connections via people, corporate structures or premises to any investment firm, product/fund provider or introducer of business?

◯ Yes ◯ No

If **'Yes'**, please provide details:

What level of professional indemnity insurance do you hold and what is your policy excess per claim?

Level of professional indemnity insurance:	
Policy excess for DB transfers:	Policy excess Other:

Do you hold permissions to advise on defined benefit transfers?

◯ Yes ◯ No

If **'Yes'**, please also complete section 4.

2. Investment Strategy

Please tick the boxes below to confirm which investments you will be selecting in respect of your Clients:

◯ Platform / Wrap
◯ Commercial Property
◯ DIM / DFM / Model Portfolios
◯ Structured Deposits
◯ Advisory stockbroking
◯ Funds (direct not via a platform)
◯ Deposit accounts

Will you be running/managing portfolios on behalf of any Clients?

◯ Yes ◯ No

If **'Yes'**, will this be on:

◯ an Advisory basis
◯ a Discretionary basis

If you are running/managing portfolios, please send an example portfolio with this form.

We appreciate financial advisers work with a large amount of investment companies; however, please can you detail some of the companies that you will be using with us.

Investment Company	**Investment Type**

Do you recommend clients invest in non-Standard Assets (i.e. those which are not on the list of Standard Assets published in the FCA Handbook under IPRU-INV 5.9 or those which are not capable of being accurately and fairly valued on an ongoing basis, or not readily realisable within 30 days, whenever required)?

◯ Yes ◯ No

If **'Yes'**, please provide details:

3. Bank Account Details

Account name

Account number

Sort code / /

Building Society Reference:

4. Defined Benefit (DB) Transfer

This section is mandatory if you hold permissions to advise on DB transfers.

How many Advisers within your business are permitted to advise on DB Transfers?

How many members of staff provide a supervisory position in relation to DB transfers?

Are you a member of PFS DB Gold Standard?

◯ Yes ◯ No ◯ In progress

Number of DB transfers in previous 12, 24 and 36-month period - please state cumulative numbers:

Number in previous 12 months: Total value: £

% of transfers that relate to DB transfers as a % of all pension transfers: %

Number in previous 24 months: Total value: £

% of transfers that relate to DB transfers as a % of all pension transfers: %

Number in previous 36 months: Total value: £

% of transfers that relate to DB transfers as a % of all pension transfers: %

Number of complaints in previous 12, 24 and 36-month period that were in direct relation to DB transfer advice:

Number in previous 12 months: Number of cases on which redress was offered:

Number in previous 24 months: Number of cases on which redress was offered:

Number in previous 36 months: Number of cases on which redress was offered:

What percentage of your DB transfers over the last 12 months were to allow members to immediately access their pension benefits via pension freedoms?

%

Is your 'Pension Transfer Specialist' internal or external?

◯ Internal ◯ External

If **'Internal'**, do you act as 'Pension Transfer Specialist' for other FCA regulated firms?

◯ Yes ◯ No

If **'Yes'**, please provide details of firms:

If **'External'**, please provide contact details of your Pension Transfer Specialist:

Contact name
Email address
Telephone number

What is a typical investment strategy for a DB transfer i.e. DFM, and with whom?

What is the minimum CETV you would normally consider appropriate for a transfer into a Scheme?

£

Do you conduct DB transfers for self-invested Clients making their own investment decisions?

◯ Yes ◯ No

Do you accept insistent clients on DB transfers?

◯ Yes ◯ No

Do you work with unregulated lead generation firms / websites for DB transfers?

◯ Yes ◯ No

If **'Yes'**, please provide details:

Do you receive referrals from other FCA regulated adviser firms that do not have permission to advise on DB transfers?

◯ Yes ◯ No

What percentage of your DB transfer business does this make up? %

If **'Yes'**, please provide details:

How do you source your DB Clients?

Do you have any relationships with final salary scheme trustees / sponsoring employers?

◯ Yes ◯ No

If **'Yes'**, please provide details:

Do you work on a contingent charging basis?

◯ Yes ◯ No

If **'Yes'**, please specify when contingent charging is used and why.

Do you offer a triage service?

◯ Yes ◯ No

Do you have an advice fee and implementation fee?

◯ Yes ◯ No

Please provide a breakdown of the typical charging structure of a personal recommendation for a DB Pension Transfer.

5. Agreement

The following are parties to this agreement:

Signed on behalf of Financial Adviser Firm

Signature	Date

Position
Senior Management Function(s) held
Financial Adviser Number

Signed on behalf of InvestAcc Pension Administration Limited

Signature	Date

Position

Signed on behalf of InvestAcc Pension Trustees Limited

Signature	Date

Position

Our SIPP products are offered without advice of any kind. A SIPP may not be suitable for all investors. If in doubt you should consult a suitably authorised financial adviser.

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Investors should consult their own tax advisers in order to understand any applicable tax consequence.

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InvestAcc Pension Trustees Limited is registered in England and Wales, Company number 2875892.

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