

Terms of business for intermediaries

These *terms of business* are effective from June 2019 and replace all previous versions.

This document is for your use only and you should not pass it to your clients.



Countrywide Assured

1. Definitions

In this section, we have set out the specific meaning of terms used throughout the document.

Where we refer to Countrywide Assured plc ("Countrywide Assured") in this document, this includes CASFS Ltd ("CASFS") where appropriate.

Adviser fees: a fee (which may be initial, ongoing or ad hoc) due to you from a client in relation to the provision of advice and/or related services provided or to be provided by you to such client.

Client: where appropriate, an individual, individuals or corporate entity (including, where relevant, trustees) who have nominated you to provide them with services (including advice) and/or for whom you are acting as agent.

Clients' investments: the value of your clients' investments with us, including cash, whether invested in a product or not. For a group pension arrangement, if your client is the employer or trustee, it is the value of the investments held by or on behalf of the individuals who belong to that group pension arrangement.

Commission: the amount we agree to pay you, or have paid you, which is described in detail in the 'Remuneration' section.

Premium: the premium, contribution or subscription paid to us by, or on behalf of, your client.

Product terms: the full terms and conditions and/or policy provisions that apply to each of our products, which clients must read before they purchase our products, together with any related documents sent or made available to your clients, all as amended from time to time.

Regulator: the Financial Conduct Authority, 12 Endeavour Square, London, E20 1JN and/or the Prudential Regulation Authority, 20 Moorgate, London EC2R 6DA and/or your relevant local regulatory body.

Regulatory rules: the *Handbook of rules and guidance* issued by the regulator and/or the rules and guidance of your relevant local regulatory body as amended from time to time.

Remunerate: paying you remuneration, including facilitating payment of adviser fees on your clients' behalf.

Remuneration: adviser fees and/or commission.

TCF: the principle of treating customers fairly, as set out in the regulatory rules.

UK: the United Kingdom of Great Britain and Northern Ireland, excluding the Isle of Man and the Channel Islands.

Vulnerable client: someone who, due to their circumstances, is especially susceptible to detriment, particularly when a firm is not acting with appropriate levels of care.

We, us or our: Countrywide Assured and CASFS.

Website: www.countrywideassured.co.uk

You or your: the person or firm named in our registration form to set up an intermediary account with us; who is authorised by the regulator or the relevant professional body; and whose authorisation number (provided by the regulator or the relevant professional body) is used to submit business to us. You may be a sole trader, a partnership, a limited liability partnership, a limited company, a parent or holding company or a company that operates as a network of intermediary firms and/or business writers (network) or an appointed representative.

2. Scope

These *Terms of business* govern our relationship with you. By submitting business to us, you agree to be bound by our *Terms of business* and act in accordance with them. You are responsible for ensuring your employees, agents and subcontractors, and any network of which you are a member, are aware of these *Terms of business* and comply with them.

The *Terms of business* replace any previous versions we have issued.

Other documents that may apply to our relationship with you and which you should read in conjunction with these *Terms of business* include the following:

- **Product literature:** each of the products we offer has its own product terms. Our product literature is available through our website or on request.
- **Remuneration terms:** we will issue (or make available through our website) documents that set out the terms of the remuneration options available to you, such as commission terms and terms for facilitating payment of adviser fees on your clients' behalf.

The Supplemental terms of business for intermediaries contained in the appendix sets out the basis on which business is accepted in respect of the Platform and therefore apply to you if you submit business to the Platform.

- **Terms of use for additional services:** additional terms and conditions may apply if you use certain additional services, such as any online services we make available to you.
- **Other terms we may agree:** we may agree additional terms and conditions in writing with you. Please note this does not affect our right to change the terms of this document as provided below under 'Changes to these *Terms of business*'.

3. Submitting business

3.1 Accepting business from you

We do not have to accept any business from you or any of your business writers. We reserve the right to reject business submitted by you at our discretion and regardless of whether we have previously accepted business from you or you are submitting business for the first time.

We can only accept business from you and your business writers if:

- you or your business writers are authorised to submit business to us as an intermediary by the Regulator and/or by your or your business writers' professional body; and
- your client meets our eligibility requirements (including residency) for the product or service that we may provide.

We are required to monitor and record the business you submit to us. If you submit business to us outside your scope of permissions granted by the Regulator, this may be a matter that we are bound to report to the Regulator. We may also hold you liable for any costs incurred by us if we have to cancel or re-write the business.

3.2 Verifying your Identity

You must quote your current registration identification number or code that we may have given you and authorisation number provided by the Regulator (or relevant professional body) each time you submit business to us.

3.3 Acting for your client

Before submitting business to us, you should obtain your clients' authorisation to be their agent in respect of the business and you may not submit business to us otherwise.

You understand that we are required to report to the regulator the basis on which business is conducted between you and your client (whether it is advised or non-advised). You acknowledge that we will treat business as being conducted on an 'advised' basis unless you tell us otherwise when you submit the business.

You are not and may not purport to be an agent of ours unless specifically authorised by us in writing. Similarly, we are not your agent and should not be so construed.

If you fail to comply with your respective legal or regulatory obligations and, because of this, we suffer loss or have to make any payment to a third party, you will make good such loss or payment if we ask you to do so. You shall be responsible for ensuring compliance with all legal and regulatory obligations that may exist in relation to your part in any regulated activity where business is conducted with us.

3.4 Treating Customers Fairly (TCF)

In accordance with the requirements of the regulator, we are committed to embedding the principles of TCF into our business. You are also subject to these requirements, and we expect you to follow these principles. You must ensure that all business submitted is in accordance with the principles of TCF. We will not accept any business submitted where it appears to us, acting reasonably, that you have not met TCF principles. We may request information from you about your adherence to TCF and the measures that you have in place to ensure compliance, in order to comply with our own TCF obligations. If we make such a request, you will do your best to meet the requested timescale and provide the required information.

3.5 Vulnerable clients

If you have a new or existing client and you've identified a vulnerability that you'd like us to be aware of, please contact us so we can discuss how best to assist in dealing with your client.

Remuneration

4. Adviser fees

4.1 Facilitation by us

For some products, we may be able to facilitate the payment of adviser fees on behalf of your clients. The product terms will specify whether this feature is available and what the options are. If the product supports this feature and one of your client asks us to facilitate payment of adviser fees on their behalf, this sub-section applies.

4.2 Obtaining your clients' instructions for adviser fees

If one of your client asks us to facilitate payment on their behalf, you must:

- agree the amount of adviser fees payable with your client; and
- provide and explain to your client our terms and conditions for facilitating payment of adviser fees.

Your client must provide us with clear instructions that are acceptable to us about the adviser fees they are asking us to facilitate on their behalf.

You must give us any information about the instructions that we may reasonably require, such as your clients' home address. We may contact your client to validate their instructions.

We will only act on your clients' instruction in connection with any increases or changes to the nature of adviser fees to be paid. We will only accept instructions from you where adviser fees are being cancelled or reduced.

If after reasonable effort on our part, we are unable to contact you or trace your bank account in order to pay you an adviser fee, we will stop the payment of any future adviser fees to you. Any adviser fees already deducted from a product but not yet paid to you will be re-credited back to the product.

In facilitating adviser fees, we may ask clients if the terms of their adviser fee instructions still accurately reflect the nature of the continuing services provided to them by you.

4.3 Carrying out your clients' instructions for adviser fees

We do not have to accept any instructions to facilitate payment of adviser fees on

behalf of your clients. We may refuse to continue facilitation of adviser fees at our absolute discretion. We reserve the right to determine the type and level of adviser fee that we may offer to facilitate and the type of business from which an adviser fee can be facilitated by us in future.

If we agree to facilitate payment of adviser fees on behalf of any of your clients, we will do so in accordance with:

- your clients' instructions;
- the product terms; and
- any other terms we agree with your client and communicate to you.

We cannot facilitate payment of adviser fees unless your client has provided us with sufficient funds.

When properly due, we will deduct the adviser fees from your clients' premium (or, depending on the product terms, from your clients' investment under the product) and credit your adviser account held with us.

You agree that once we have deducted an amount for adviser fees:

- the adviser fee is no longer your clients' money;
- the adviser fee becomes a debt that we owe to you; and
- your clients' obligation to pay the adviser fee to you is discharged and you will not make a claim against your client for the amount of adviser fees deducted by us.

Where we have agreed to facilitate the payment of an adviser fee on the basis that you will provide an ongoing service, we shall cease to facilitate such payment if you cease to provide an ongoing service to your client. You must notify us immediately if you cease to provide an ongoing service and you shall indemnify us in respect of any costs and losses suffered by us arising from a failure by you to make such notification. You shall repay to us any adviser fees paid by us to you in respect of any period where you were not providing an ongoing service.

Where we have agreed to facilitate the payment of an adviser fee on the basis that there are regular premiums, we shall cease to facilitate such payment if regular premiums cease.

4.4 Disclaimer

You acknowledge that we are not party to the remuneration arrangements between you and your client and that we are not responsible for setting the remuneration payable under those arrangements.

We will not be liable to you if we refuse to facilitate payment of any adviser fee or for carrying out any of your clients' instructions in relation to the facilitation of adviser fees.

At no time shall we be responsible for the non-payment or any shortfall in adviser fees due to you.

In particular, if your client cancels their investment during the cooling-off period or you or your client informs us that an error has been made with respect to the facilitation of adviser fees, we may at our absolute discretion reimburse your client. This will be either by paying your clients directly or crediting your clients' products, or for transfers, crediting your clients' products with the previous provider and recovering the charges from you. It will be your responsibility to obtain any payment that is due from your clients directly.

5. Commission

5.1 Preconditions

We may be able to pay commission or continue to pay commission to you for some types of business. This is subject to the overriding rule that we shall only pay commission where we are permitted to do so in accordance with the regulatory rules. Subject to this rule, payment of any commission will depend on the terms and conditions of the relevant product we offer.

If you are entitled to commission, it will not become payable under the product terms unless we have received the relevant premium from the client.

We will credit or pay you commission on business submitted by you at rates we advise, provided the following conditions are met:

- You have an adviser account with us.
- Our records show that you are retained by the client as their intermediary at the time we receive the premium for the product.
- The client has agreed in writing to payment of commission to you and the frequency of commission payments and the percentage or fixed amount and basis of commission.
- The business is of a type in relation to which commission is payable and you have selected an appropriate commission option.

- The business in relation to which commission is payable remains in force or is renewed.

Where you receive commission from us, you must immediately notify us of any circumstances which mean you are no longer permitted to receive that commission under the regulatory rules and you shall indemnify us in respect of any costs and losses suffered by us arising from a failure by you to make such notification. In circumstances where we cease to pay commission we may, where permitted by the regulatory rules, agree to facilitate the payment of adviser fees in accordance with these *Terms of business*.

All matters relating to our payment (and, where applicable, your repayment) of commission shall be governed by the regulatory rules.

Our statement of account shall be the conclusive record of commission due to you. Where you have a choice of how you are paid commission, we will endeavour to pay you in accordance with your chosen option.

Where we accept a transfer from one of our products to another, commission may cease to be payable as determined by us.

All commission quoted or otherwise stated is not guaranteed and, in the event that it is subsequently found to have been stated incorrectly, we may amend any error to reflect the correct commission, without any further liability.

5.2 Changes to commission

We reserve the right to change our commission terms (including repayment terms), our commission structure and our commission rates at any time.

We reserve the right to apply the changes to commission to new business submitted to us and/or any existing business.

Although we will notify you of changes to our commission rates in relation to existing business, it is your responsibility to check the rate of commission being paid.

6. Remuneration: when it is not payable

We reserve the right not to remunerate you, or to stop remunerating you, if:

- You are not (or cease to be) authorised by the regulator in full or in part, or you apply to become de-authorised in full or in part, or the regulator or your professional body suspends your authorisation in full or in part.
- The business submitted is outside the scope of permissions granted to you by the regulator.

- You do not have (or cease to have) the necessary regulatory permissions to continue providing services in respect of the business to which the remuneration relates.
- We tell you that we will not accept any business from you and you continue to submit business to us.
- The business is submitted by one of your business writers from whom we have told you we will accept no further business.
- It appears to us that another intermediary is entitled to the remuneration for the business submitted to us.
- Any of the events described in section 10 occurs.
- You tell us that you have stopped providing the services to which the remuneration relates.
- You or your client tells us not to, or tells us to stop.
- Your client does not pay any premiums at all, or terminates the contract for the business placed with us or transfers the business to another product provider.
- Your client appoints a new intermediary.
- Your client bank is transferred or you no longer act for the client to which the remuneration relates.
- Your client dies.
- We reasonably believe any event listed in the “When remuneration is repayable” section may occur.
- You have breached these *Terms of business*.
- We end our relationship with you.
- You die and were a sole trader.

7. Remuneration: when it is repayable

You will repay to us any remuneration that:

- you were not entitled to receive. For example, if we have paid you in error or overpaid you or the contract to which the payment relates is declared void or does not come into effect;
- is related to business your client cancels during the cancellation or cooling-off period, except as otherwise provided in the product terms; or
- has been reimbursed to your client for any reason.

In addition, you will repay to us any commission:

- that was paid up front but the premiums subsequently reduced or stopped, or the term decreased, or your client took the business away from us;
- in respect of business your client cancels after making a complaint against you; or
- that depends on conditions being met and these conditions were not met.

We will automatically debit remuneration you are obliged to repay to us from your adviser account held with us. Your adviser statement will show details of the amounts that have been debited. We may also contact you to discuss any repayment that is due.

8. Remuneration: general

8.1 Regulatory rules

If any legislation and/or regulatory rules apply to how we remunerate you, we will comply with them and they will prevail over any other terms we agree with you.

8.2 Settlement

We will pay your remuneration in accordance with the settlement frequency and minimum settlement amount notified to you.

All payments will be made by BACS.

We will not pay any interest on your remuneration, nor will we make any advance payment of remuneration.

8.3 Value Added Tax (VAT)

It is your responsibility to account for the applicable VAT payable (if any) in relation to the remuneration that we pay you. All remuneration payments made to you by us will be deemed to include VAT where appropriate.

8.4 Set-off

We may at any time, without notice to you, set off any liability you have to any member of the Chesnara group against any liability we have to you, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under these *Terms of business*.

If the liabilities to be set off are expressed in different currencies, we may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise of our rights under this clause shall not limit or affect any other rights or remedies available to us under these *Terms of business* or otherwise.

8.5 Statements of remuneration

We provide electronic and paper statements of remuneration available to you. We rely on our statement of remuneration as the record of your remuneration. If we become aware that the statement of remuneration does not contain the right information, we will look at our other records to correct the statement and make the corrected statement available to you. It is your responsibility to access and review your statement of remuneration regularly and reconcile this to ensure that it is accurate and is consistent with your own remuneration records.

8.6 Debt

We reserve the right to charge you interest on debts that have been outstanding for three months or more. We will apply the same interest rate as the rate for English County Court judgment debts, compounded monthly. You will also have to pay us any legal fees we incur in recovering the debt from you.

We reserve the right to impose stricter terms on you as a result of your failure to repay debt within the timescales we set or where we incur recovery costs in respect of your debt.

If you fail to comply with these terms and you have a parent or holding company or you are a member of a network, we may demand repayment from your parent or holding company or network.

If you are a parent or holding company or network and/or have a number of intermediary accounts with us, if the debt on one account is not repaid to us, we may freeze any of your accounts and use any money within any of those accounts to reduce the debt.

Your undertakings and warranties

9. You must:

- In all your dealings with us and your clients, act lawfully, in good faith, with integrity and in a professional and diligent manner and not in ways that could adversely affect our reputation.
- Treat as confidential and not disclose to a third party any information you receive from us that is confidential or relates to our business or affairs.
- Use all adviser information received from us for adviser purposes only and not pass it to your clients.
- Provide information to us that is true, accurate and complete in all material respects.
- Be authorised and conduct all your business in accordance with applicable regulatory rules.
- Embed the TCF principles in your business and be able to evidence this in your business culture and practices.
- Comply with all obligations imposed on you by the regulator, any applicable legislation and us.
- Comply with all the anti-money laundering obligations imposed on you by the regulator and applicable legislation and our own requirements for client identification, and on request, provide us with copies of the verification data, documents, procedures or other information.
- Comply with all applicable laws and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (as amended).
- Ensure you disclose to your client all remuneration and non-monetary benefits that the regulator requires to be disclosed in respect of each piece of business sold. We will help you make this disclosure by providing you with details of the remuneration that must be disclosed to your client.
- Ensure you promptly, and without amendment, provide to your client any information that we provide or make available to you in relation to your client. In particular, if we send information to you that your client needs to complete or review, you must forward it to your client immediately and return any information

to us as soon as reasonably possible after being completed by your client.

- Ensure you promptly provide to us any documents that we require to obtain, validate or carry out your clients' instructions.
- Before you submit to us any applications for products on behalf of your clients, discuss and explain to your clients, and give them a reasonable opportunity to read the relevant documentation including, the product terms, relevant key features document, charging and rebate information, pre-sale illustrations and any other literature specified by us.

10. You must notify us immediately if any of the following happen:

- (a) You stop acting as an agent for any client who has placed business with us including as a result of the transfer of a client bank.
- (b) You stop providing an ongoing service to any client where we are remunerating you with ongoing adviser fees.
- (c) You cease to be authorised by the regulator or your professional body in full or in part, you apply to become de-authorised in full or in part or the regulator, or your professional body suspends your authorisation and/or any of your permissions in full or in part.
- (d) You change the legal set up of your firm. For example, if you change from being a partnership to a limited company.
- (e) You, your principal, or any of your directors or partners or business writers:
 - have been charged with or convicted of an offence of dishonesty, such as fraud or theft;
 - enter administration;
 - enter into a voluntary arrangement with creditors;
 - have filed against you (or them) a petition or pass a resolution for your (or their) bankruptcy or winding up; or
 - have a receiver or administrative receiver appointed over your (or their) assets.
- (f) If a business writer ceases to be one of your business writers.

(g) You have reason to believe that our records regarding your client bank, and/or individual clients who you have authority to act for, are incorrect.

11. Client bank transfers

If you agree to transfer your client bank to another intermediary, or you agree to accept a transfer, you confirm that the clients being transferred have been informed that:

- the transfer is taking place and the relevant clients have given consent;
- the new intermediary will receive access to their personal data; and
- any remuneration that would have been paid to the transferring intermediary on or after the transfer date may be paid to the new intermediary instead.

If you are the transferring intermediary, you will remain liable for the repayment of any unearned commission until we receive confirmation that the new intermediary has accepted this liability. For this reason, we may not agree to transfer your client bank until it has been confirmed to us that the new intermediary has accepted this liability.

We may notify you of additional terms which shall apply to any client bank transfer and the procedure for verifying to us that the client consents to such transfer.

12. Intellectual property

12.1 You must respect our intellectual property rights. You must not:

- Use any of our trademarks or copyright materials in such a way that it adversely affects our brands or reputation, or suggests that you are connected to us or that there is a partnership or joint venture between us.
- Except as permitted by the paragraph immediately below, copy, store or reproduce any of the materials that we make available to you (including our copyright and trade mark materials) without our prior written consent.
- Register any domain name, create any subdomain or apply to register any trade mark that includes or is confusingly similar to any of our domain names (or subdomains), company names, trading names, brands or trademarks.

- Use any of our trademarks, or any other words confusingly similar to any of our trademarks, company names, trading names or brands in sponsored links, URLs, websites, subdomains or metadata, or as sponsored keywords in internet search engines and internet referencing services.

12.2 You may be allowed to link from your website to the home pages of our websites and to our PDF materials only. In addition, you are licensed to use our logos and PDF materials to recommend us to your clients and potential clients, subject to the following conditions:

- You must always use the latest versions of our logos and PDF materials.
- You must only use our logos and PDF materials in the format we make them available to you.
- Other than for the purposes of record keeping, you must not store (whether electronically or otherwise) any of our logos or PDF materials.
- Your licence is limited and non-exclusive and may not be assigned or sub-licensed.
- We can revoke your licence at any time.

12.3 If you or any of your employees, agents or subcontractors provide us with any intellectual property rights to use in connection with your relationship with us, you:

- confirm you have the right to allow us to use such intellectual property rights; and
- grant us a non-exclusive licence to use such intellectual property rights in connection with our relationship with you.

13. Indemnity

You must indemnify us for any loss incurred by us if any of the following happen:

- You submit business to us beyond your authorisation.
- You supply incorrect information to us.
- You infringe any of our or our licensors' intellectual property rights.
- Any intellectual property provided by you to us, infringes the intellectual property rights of a third party.
- We make any compensation, goodwill or other payment to any of your clients that (i) relates or is connected to any failure by you to fully comply with these terms, or (ii) relates to the relationship between you and your client.
- You fail to notify us of any of the activities you are required to notify us about, set out above.

14. Data protection

You and we shall comply with the Countrywide Assured Privacy statement for intermediaries in respect of data processed under these *Terms of business*, which is available at www.countrywideassured.co.uk

15. Security

You must keep secure any security information (for example, identifiers, passwords and digital certificates) you use to access information provided by us on our computer systems or on a third-party's computer system (for example, portal service providers and back-office software providers).

You must inform us immediately if one of your employees, agents or subcontractors ceases to be entitled to access any of our secure online services, including our website and our platforms (for example, if an individual is no longer employed by you or an appointed representative contract comes to an end).

16. Financial crime

You shall be responsible for obtaining, recording and maintaining:

- records for a minimum of five years after your relationship with a client ends;
- evidence of identity for all clients (and the clients' beneficial owners or any person acting on behalf of the client) introduced to us in accordance with the requirements of FCA; and
- all applicable anti-money laundering and anti-terrorist financing legislation and Guidance of the Joint Money Laundering Steering Group (JMLSG).

With any application you shall send us Confirmation of Evidence of Identity in accordance with JMLSG Guidance. On request, you must immediately provide copies of any identification and verification data and any other relevant documentation on the identity of the customer, customer's beneficial owner, or any person acting on behalf of the customer. We reserve the right to carry out checks on client identity evidence and other client information held by you.

By performing your obligations under these *Terms of business* you have not done, and shall not do, any act or thing that contravenes the Bribery Act 2010 or any other applicable law or regulation. You also shall have, and shall maintain in place, adequate procedures required by the Bribery Act 2010 and applicable guidance.

You will also comply with the requirements of the Criminal Finances Act 2017 in relation to the corporate offence of failing to prevent the facilitation of tax evasion and shall have in place adequate policies and procedures designed to prevent the facilitation of tax evasion.

You agree to provide us with copies of your policies and procedures in relation to the matters in this section on request.

General terms

17. Communications

17.1 Method

We may communicate with you in various ways including by telephone, post, email and other forms of electronic messaging. We do not accept communications by SMS message.

You must advise us if your contact details change, including email addresses and telephone numbers.

We are entitled to rely on any communications you send and we receive.

17.2 Emails

We may prefer to communicate with you by email. You must provide us with valid email addresses for you and your employees, agents and subcontractors. We scan all outgoing emails for viruses but will not be responsible for any damage caused by a virus or alteration by a third party after an email is sent. We recommend you employ reasonable virus detection and protection measures when accessing emails we send you.

Please remember there can be no guarantee that we will receive any e-mail you send to us, or that the content of the e-mail will remain private or unaltered during its transmission to us. We do not accept responsibility for any loss or damage you may suffer as a result of failed, delayed, undelivered, altered or corrupted e-mails or other electronic messages.

17.3 Monitoring

We reserve the right to monitor the use and content of emails you send us for the purposes of ensuring compliance with our own email policy, and identifying and taking action against unlawful or improper use of our systems, including, but not limited to, spoofing and the transmission of computer viruses. Calls may be monitored and/or recorded to protect both you and us and help with our training.

18. Client contact

We reserve the right to send documents and communications directly to your clients where we deem necessary. For example, for legal reasons or to enhance operational efficiency.

18.1 We may contact clients in the following situations:

- (a) To undertake client research in such areas as we may reasonably decide, which may include but are not limited to: client service surveys, risk appetite and product preferences, opinions on product performance and general views on issues affecting the financial services industry including regulatory issues.
- (b) To allow us to deal with and process new and existing business and to administer business on an ongoing basis including collecting and continuing the collection of premiums and providing information to clients on product options and benefits.
- (c) If and when required under these *Terms of business* or the regulatory rules.
- (d) If and when we receive a complaint from a client with reference to business placed under these *Terms of business*.
- (e) If we wish to confirm that the principles of TCF have been met.
- (f) If and when a client contacts us.

18.2 Notwithstanding section 18.1 above, if we obtain client details from an independent third party with no connection to you, we may contact such clients for any reason, without your consent.

18.3 Except in circumstances outlined above, we will endeavour not to initiate contact directly with clients for the purpose of sales and promotions without your consent, unless any of the following apply:

- (a) If in our opinion you can no longer service the client because you no longer hold the appropriate permissions of the regulator, other relevant regulatory permission or by reason of these *Terms of business* being terminated.
- (b) If in our reasonable opinion you no longer provide an ongoing service to the client and this is confirmed by the client.

- (c) The client has advised us that you no longer act as intermediary for them, or requested direct financial advice from us.
- (d) Where the client responds directly to a promotion sent by us.

19. Your responsibility regarding documents and information

- 19.1 In your capacity as your clients' agent you will pass on to us, without amendment (unless otherwise agreed), any relevant documents.
- 19.2 In your capacity as your clients' agent you will pass on to us, without amendment, any material information provided by the client in relation to any business that you submit to us, including an insurance contract.
- 19.3 You shall ensure that our current literature is used at all times and will destroy out-of-date stocks.
- 19.4 All books, documents and computer software provided by us and in your possession must be available to us at all times for inspection and be returned to us immediately if we request you to do so.
- 19.5 Where you request us to provide you with data relating to your clients and book of business, including for the purposes of reconciling the data we hold with the data you hold, we reserve the right to charge you for our reasonable administration costs incurred in providing this data. These costs will reflect the nature and volume of the data you request.

20. Liability

- 20.1 Nothing in the terms of this document will exclude or limit our liability for death or personal injury that has been caused as a result of our negligence, fraud, fraudulent misrepresentation or wilful default, or for any other liability which we are not permitted to limit or exclude by law. Subject to this, we will only be liable to you for losses you suffer to the extent that these arise directly as a result of our negligence, fraud, fraudulent misrepresentation or wilful default.
- 20.2 Subject to the paragraph immediately above, we use reasonable endeavours to ensure that all information and data we supply to you is accurate, current and complies with all relevant UK laws and regulations at the time of issue. However, we cannot guarantee that

this will be the case. We do not accept liability or responsibility for any loss or expense you may incur by relying on information and data we may provide or produced by a third party. For example, this may be out of our control where we are reliant on a third party to provide accurate information or data. Although carefully verified, data calculations that are not generated by us are not guaranteed by us and may not be complete or accurate.

21. Additional services

We may offer you additional services, such as training, online or platform services. We will notify you of any additional terms of use for these additional services.

Where the additional terms of use require acceptance by you, we will consider you to have agreed to any additional terms of use if any of your employees, agents or subcontractors agree to the terms on your behalf.

You will comply with and be bound by the additional terms and conditions with effect from the first use of the relevant services by you or any of your employees, agents or subcontractors.

22. Changes to these *Terms of business*

We may change these *Terms of business*, for example due to changes in legislation, new industry regulations or changes to our business requirements.

We will aim to give you at least 30 days' notice of the change. If the reason for the change is because of a change in legislation or a change by a regulator then we may not be able to give you 30 days' notice but we will let you know about the change as soon as we can. Any new version of this document will automatically replace the previous version and will govern your relationship with us and all business you place, or have placed, with us.

If you are not prepared to work with us on the basis of any new terms, you must contact customer services at the address shown below to let us know that you wish to end your relationship with us.

23. Notices

Any notice we give you under these *Terms of business* (including notice of any changes we make to them) may be validly served by:

- posting it clearly on our website;
- sending it by email to the email address you have notified us; or

- posting it to your main place of business or any other address you may notify us.

Any notice will be deemed to have been served:

- on the day it was posted by us on our website;
- on the day it was sent by email, provided no non-delivery message is received by the sender; or
- five business days after posting the notice.

You must send written notices to us at the address specified at the end of these *Terms of business*, or such other address we have notified you of for this purpose.

24. Termination

Either party may terminate these *Terms of business* at any time on written notice. Such written notice must be sent to the principal place of business of the party.

If your relationship with us is terminated for any reason then:

- We will stop remunerating you.
- We will endeavour to ensure your clients' interests are protected and they are treated fairly during any transition period.
- Any provision of these *Terms of business* that is expressly or by implication intended to come into, or continue in force, on or after your relationship with us ends will not be affected by the ending of the relationship. For example, you will remain liable to us for any reclaims of remuneration arising after your relationship with us has ended.

25. Ex-gratia payments

If you are required to carry out additional work of an exceptional nature, we may offer compensation by way of an ex-gratia payment to cover the reasonable loss caused to you as a direct result of any maladministration on the part of us. The determination of whether additional work of an exceptional nature has been required and the amount of the ex-gratia payment shall be our decision, which shall be final. Each case shall be considered on its own merits and payment will only be made if, in our opinion, it is both reasonable and prudent to do so and any such payments will be paid on a full and final settlement basis.

26. Miscellaneous

Nothing in the terms of this document is intended to, or will create, a partnership or agency relationship between us and you. You are not authorised to make or enter into any commitments for or on behalf of us.

If we fail to enforce any of our rights regarding our relationship with you on any occasion, this will not stop us from enforcing them on another occasion.

If any of these terms are found to be unenforceable by a court then that will not affect the other terms.

These *Terms of business* shall not be enforceable by anyone other than you or us. For clarity, each member of the Chesnara group shall be entitled to recover any loss suffered by it in connection with these *Terms of business* and generally to enforce these *Terms of business* in its own right in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

These *Terms of business* and your relationship with us will be governed by English law and the parties submit to the non-exclusive jurisdiction of the English courts.

Schedule 1

I confirm that:

- I acknowledge and accept Countrywide Assured's current Terms of Business for Intermediaries.
- I am appropriately authorised to conduct this type of business and if this application form includes an application to transfer safeguarded benefits, I confirm that I am authorised by the FCA to provide advice on safeguarded benefits in accordance with article 53E of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001.
- I have read and understood the Guide to Adviser Charging for Financial Advisers.

Signature

Date

Name

Firm reference number

Position

Name of regulated firm

Address

Postcode

Contact number

Email

Agency number

I would like any future adviser fee payments to be paid by BACS to the following bank account.

Bank name

Address

Postcode

Bank Account Name

Bank Account Number

Sort Code

Please return this form to:

Countrywide Assured, PO BOX 13493, Chelmsford, CM99 2GP. Alternatively please email the fully completed form to clientservices@countrywide-assured.co.uk.

Appendix



Supplemental terms of business
for intermediaries on the Platform

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Introduction

These supplemental terms of business for intermediaries (“Supplemental Terms”) set out the basis on which we accept business submitted by you on behalf of Clients to the Platform and the responsibilities of you and any User.

These Supplemental Terms are supplemental to the Terms of Business for Intermediaries issued by (the “Terms”). The Terms, these Supplemental Terms and any other

documentation issued to you by us in respect of the Platform govern all business submitted by you and any User in respect of the Platform and are together referred to as the Intermediary Terms.

Defined terms used in this document have the meanings set out in the Terms unless otherwise stated.

Scope

You are responsible for ensuring your Users, employees, agents and subcontractors, and any network of which you are a member or principal, are aware of the Intermediary Terms and comply with them. If you delegate or sub-contract your activities to any person or firm you remain responsible for their compliance with the Intermediary Terms.

The Intermediary Terms shall take effect from the date on which you first access the Platform.

You acknowledge that we shall also enter into terms with Clients in order to provide the Platform and we shall not accept business in respect of any Client who has not agreed to the Platform Terms and Conditions. You

acknowledge we shall not be liable for any Loss suffered by you as a result of any delay or failure to accept business in relation to a Client who has not accepted the Platform Terms and Conditions.

We reserve the right to issue additional terms for any new services or functionality provided in connection with the Platform.

Access to the Platform

The Platform is made available to firms and/ or individuals authorised (or otherwise exempt from authorisation) by the Regulator, either directly or as part of a network, and their Users. It is your responsibility to ensure you and any Users understand the functionality and operational features of the Platform. You acknowledge the Platform is made available in accordance with the Platform Terms and Conditions and you agree to comply with such terms to the extent applicable.

The Platform enables Users to view, create and/or amend Client information and Accounts and to submit instructions in respect of the same, in accordance with their Access Rights.

We reserve the right to limit, suspend, change or withdraw Access Rights in respect of the Platform if we have any concern about the use or access to the Services or if we are required to by the Regulator.

You must notify us via the Platform of the persons you wish to be Users of the Platform. You shall ensure that any User is appropriately trained and competent to submit business to the Platform and to keep any log in and password details secure.

If you cease to act for a Client we may continue to provide any such Client with continued access to the Platform. If you or your Client notifies us that your appointment has been terminated, your access to the Client's Account will be removed and we will cease to pay Adviser fees to you in respect of that Client's Account.

A User may grant a Client online access to the Client Platform Portal on the Platform, depending on their administration rights. You shall remain responsible for providing Clients with all information made available to them via the Platform in accordance with the Platform Terms and Conditions if a Client is not given online access to the Client Platform Portal. You acknowledge you are responsible for ensuring any access to the Platform you provide to a Client is 'view only' and Clients are prevented from dealing or otherwise providing instructions via the Platform.

Availability of the Services is dependent upon the availability of systems and services operated by third parties and normal internet activity. We shall endeavour to provide you with reasonable prior notice of any planned downtime however we shall not be liable if the Service is unavailable for any reason.

We reserve the right to alter the content, presentation, performance, user facilities and availability of all or any part of the Service at our sole discretion. We do not make any warranties, express or implied, as to the accuracy, adequacy, completeness and quality of the Service, and shall not accept any liability to you resulting from your use of the information made available, any such use being at your sole risk.

You undertake to notify Countrywide Assured immediately if you are no longer authorised to act for a Client in respect of the Platform or your authority has been limited.

Use of the Platform

You retain sole responsibility to a Client for any investment advice and for advising Clients on the suitability of the Platform. Countrywide Assured accepts no liability for assessing the suitability of the Platform in connection with any investment made through the Platform.

You warrant that prior to submitting any application or investment instruction in respect of the Platform and/or any Account you have provided the Client with all applicable documentation relating to the Platform and their Account(s), including but not limited to the Platform terms and conditions, applications, client declarations, any key features documents, key features illustrations and key investor information documents, and any other documentation required to be provided by applicable law and Regulatory rules.

You warrant and undertake that information submitted in relation to each Application has been provided by the relevant Client who has authorised you to submit the Application, provide instructions in relation to the relevant Account(s) and receive reports and correspondence related to the Account(s).

You shall retain all copies of application documents submitted including but not limited to application forms, trust and power of attorney documents. On our reasonable request you shall provide us with all information and supporting documentation relating to a Client and any business submitted to the Platform and promptly take such action as we may require in order to comply with applicable Regulatory rules.

Intellectual property rights in the material, documentation, data, websites (including content) which we make available to you or which you access when using the Service belong to us or our licensors. You may not replicate the appearance of the website or any other systems or adopt a trade mark, business name, domain name or other name that is similar to our domain names or marks, or those of our licensors or the Chesnara group.

You and your Users are responsible for ensuring the accuracy of any information submitted to us in respect of the Platform. We shall assume any person purporting to give instructions to us on your behalf has authority to do so but we reserve the right to ask for evidence of such authority and confirmation of instructions.

You shall comply with all applicable laws and regulations when undertaking due diligence on Clients including but not limited to anti-money laundering, anti-bribery and corruption and terrorist financing. You acknowledge we are reliant on you carrying out relevant checks as part of your money laundering responsibilities in accordance with the Regulatory rules and any applicable laws and regulations. You shall provide us on request with any relevant information concerning the identity of the Client and any relevant third party, verification of Client bank accounts and source of funds as we may require from time to time.

The Platform is not permitted for use outside the United Kingdom where such use would not be compliance with any applicable laws or regulations. Neither Countrywide Assured nor Hubwise Securities Limited (Hubwise) shall be liable for any Loss arising as a result of or in connection with any breach of any such applicable laws or regulations.

You are responsible for explaining to your Client the risks associated with investing via the Platform, and the functions of each of the relevant operating parties, including but not limited to the fact that by agreeing to the Platform Terms and Conditions the Client will authorise us, as agent of the Client, to:

- a) appoint Hubwise as custodian of investments and cash held in a Client's Account(s), and
- b) appoint alternative providers in respect of any Account available on the Platform, in accordance with the Platform Terms and Conditions.

Submitting applications and instructions via the Platform

You are responsible for understanding the functionality of the Platform and features of the Service. You shall remain liable to us for any Loss we may incur as a result of any misuse or wrongful use of the Platform by you and your Users, including but not limited to any loss incurred by a Client.

When submitting business in respect of the Platform you and any User shall comply with the Platform Terms and Conditions. Instructions submitted to the Platform will be actioned during Business Hours on any Business Day, and in respect of trading instructions during Market Hours but will not be priced and traded until the next valuation point. You acknowledge certain administration and dealing functions are provided by Hubwise.

Instructions submitted via the Platform must comply with any process, security measures and disaster recovery requirements which we and/or Hubwise may stipulate from time to time. You will be notified of any changes to the online functionality including changes to screens and domain names and shall comply with any such changes. You further agree to participate in a maximum of two disaster recovery tests per annum where reasonably requested by us and/or Hubwise.

You acknowledge trading instructions shall be executed in accordance with the Hubwise Best Execution Policy which is available at: www.hubwise.co.uk.

You confirm you shall:

- a) use the relevant Client Reference when submitting payments to be credited to a client's Account.
- b) provide all relevant Account documentation referred to in the Platform Terms and Conditions to Clients in good time before establishing the relevant Account(s), including but not limited to any client declarations, the order handling policy, best execution policy and conflicts policy and applicable privacy notices.
- c) provide any communication issued in respect of an Account via the Platform that has been requested by a Client on an ad hoc basis. All scheduled correspondence and reports including but not limited to corporate action notifications, contract notes, custody statements, consolidated tax certificate,

tax report, quarterly statements, portfolio depreciation notification and notification of amendments to a Client's Account, as applicable, will be issued automatically in accordance with a Client's preference where it has been notified to us.

- d) provide instructions in respect of a corporate action notification to the Platform at least 3 Business Days prior to the relevant action date.
- e) immediately notify us of a change to a Client's nominated bank account for payment purposes.
- f) immediately notify us of any required changes to a Client's Account if the Platform Adviser Portal cannot facilitate a Client's request.
- g) notify Clients that they should direct all enquiries and instructions relating to the Platform in the first instance to you.

We are entitled to rely upon any instruction you place via the Platform and it is your responsibility to ensure such instructions are accurate and complete. We reserve the right to seek clarification of any instruction which you and/or any User submit via the Platform and which we, acting reasonably, believe is incomplete or unclear. We reserve the right not to act on any instruction which we reasonably believe may result in a breach of Regulatory rules or applicable laws. We shall not be liable for any resulting Loss and/or delay under this provision.

We reserve the right not to accept instructions from you:

- a) if you cease to be authorised to act from the Client or your authority has been limited; or
- b) where to do so would in our reasonable opinion breach (or potentially breach) the Regulatory rules and any applicable laws;
- c) if you fail to provide all information we require in order to comply with Regulatory rules and applicable laws.
- d) where we, acting reasonably, consider it appropriate.

You are responsible for maintaining your own records in relation to each Client. Once Access Rights are removed you will not have access to the Client's Accounts on the Platform.

Valuations

All valuations are as at the specific date indicated and do not reflect surrender or transfer values and are not guaranteed. The value quoted is therefore indicative only and is not guaranteed.

Model portfolios

We require confirmation that the appropriate agreement is in place with the discretionary investment manager in order to provide access to model portfolios via the Platform, where you, acting as agent of your Client, appoint a discretionary investment manager in respect of model portfolios on the Platform.

You warrant the Client authorises you to act as their agent to appoint the discretionary investment manager to provide the model portfolio(s) including any rebalancing, and obtaining the Client's consent to facilitating the payment of the discretionary investment manager's fees from the relevant Client Account(s).

You acknowledge you shall not make any rebalances and/or other amendments to the investments within any model portfolios available on the Platform which are managed by a discretionary manager.

You confirm you shall:

- a) promptly link a Client to the correct model portfolio(s) in accordance with the procedures of the Platform.
- b) satisfy yourself as to the suitability of the model portfolio service and advise and agree with the Client which model portfolio is suitable;
- c) immediately notify us if your appointment of the relevant discretionary manager is terminated for whatever reason.

Third party product providers

Accounts provided by third party product providers may be made available by us on the Platform. It is your responsibility to ensure relevant Applications are completed and submitted correctly and investments are

managed in accordance with the relevant third party provider's requirements as set out in the Platform Terms and Conditions and any other documents that may be issued to you.

Security

You shall, and shall procure that any User shall, comply with such security procedures regarding verification of instructions as we may from time to time require.

Users shall be issued with Access Rights. You are responsible for ensuring the accuracy of User's details and status and for notifying us of any change within 2 Business Days.

You shall ensure:

- a) Users keep their Access Rights secure and do not disclose them to any other person.
- b) the software you and Users use to access the Platform has adequate security features to prevent unauthorised access to the Platform.
- c) you and your Users comply with the administration access rights granted by Countrywide Assured to access the Platform.
- d) you and your Users only access information to which you are entitled and shall notify us immediately if you or your Users access information to which you are not entitled.

- e) ensure information accessed through the Platform is securely stored.
- f) you and any User shall notify us immediately in the event any password and/or log in details have been breached, lost or otherwise compromised.
- g) you and any User utilises a reliable and effective industry standard virus detection and scanning program updated to the most recent version.

You and your Users shall use the Services for your internal business purposes only and shall refrain from any act or omission which may damage or impair the Platform.

You remain responsible for your User's use of the Platform and shall notify us immediately if you become aware of any security breach in respect of any Access Rights.

You indemnify us and our affiliates against any Loss we may incur as a result of a User leaving the intermediary firm and continuing to access the Service, any person using the Access Rights other than the User, or a User continuing to access the Service having ceased to be authorised to advise or act for the relevant Client(s).

Your warranties

You warrant and undertake:

- a) you are acting with the Client's full authority at all times to place instructions.
- b) you will act in the Client's best interests, comply with the Regulatory Rules including but not limited to suitability, and manage any conflicts between you and a Client.
- c) you shall at all times hold the relevant regulatory and legal permissions to use the Platform and to provide investment advice to your Clients.
- d) any instructions provided to us in respect of the Client's Account(s) have been authorised by the Client.
- e) you have obtained the relevant Client's written consent for any Adviser fees, discretionary investment management charges and any other fees we are instructed to collect and pay in respect of an Account.
- f) to notify Countrywide Assured immediately if you or your Users become aware of any defect or error with the Platform.

- g) to provide any additional information in respect of business submitted in respect of the Platform which we may reasonably require, including but not limited to information in respect of anti-money laundering checks you are responsible for under the Regulatory rules and any applicable laws.
- h) you shall, and shall procure that the Client shall, take all actions which are necessary or expedient are taken in relation to the Services and any transactions.
- i) you shall notify us immediately if you cease to be authorised to act for a Client.

Product governance

To the extent that investments held in Accounts on the Platform constitute financial instruments for the purposes of the Regulatory rules, we and you agree that, in respect of such investments, we act as a Distributor and not a Manufacturer in respect of such investments.

You agree that in providing a service to Clients in connection with the Terms you distribute the investments to Clients for the purposes of the Regulatory rules in the PROD Sourcebook and you are therefore responsible for ensuring that the Regulatory rules are met in respect of the distribution of the investments to such Clients.

You acknowledge to us that, pursuant to the Regulatory rules in the PROD Sourcebook, you shall (or you shall procure that your sub-distributors or other delegates shall):

- a) determine your own target market for each investment in accordance with applicable laws, with reference to the Manufacturer's target market for the relevant investment;
- b) identify any Negative Target Market and take all reasonable steps to ensure that no Asset is distributed to Clients within the Negative Target Market except as provided for under applicable laws;
- c) notify us as soon as reasonably practicable if you become aware that an Asset has been distributed to a client in the Negative Target Market.

Confidentiality

You shall keep confidential any information relating to any technical or commercial know-how, inventions, processes or initiatives, and other information relating to Clients, Platform and us and strategic business information concerning our future business plans for the duration of the Terms and thereafter. This obligation does not apply in the event such information becomes public other than by way of breach

of the Terms, where required to comply with Regulatory rules or legal requirements.

We may disclose information regarding business submitted by you to market research organisations for the purpose of analysing such data and preparing strategic or other business plans. Such information may be shared with other product providers and within the Chesnara group.

Liability

We do not give any warranty and are not responsible for the suitability of the, the Accounts and/or Services.

We shall not be responsible to you, your Users, your employees, agents, delegates or sub-contractors for any losses which may be suffered or incurred as a result of us acting on instruction which we reasonably believe to have been provided by you or your Users. We shall not be liable for any instructions placed on the Platform in error.

You remain responsible for the acts and/or omissions of Users, your employees, agents, delegates or sub-contractors.

You agree to indemnify us for any Loss howsoever arising which we may suffer or incur in relation to:

- a) any breach by you, your Users, your employees, agents, delegates or sub-contractors of the Terms, the Regulatory rules, or arising from negligence, wilful default or fraud on your or their part.
- b) any inaccurate, incomplete or delayed information or instruction provided to us or Clients by you, your employees, agents, delegates or sub-contractors.
- c) any claim by a Client that you should not have been paid remuneration or you have been overpaid.
- d) any tax liability a Client may claim from us including but not limited to VAT and any unauthorised payments as a result of payment of your remuneration.

- e) failure to provide cleared funds on or before the applicable settlement date.
- f) any payment we are required to make to a Client following a decision or ruling of the Regulator, the Financial Ombudsman Service, or any applicable regulator or court in connection with a breach by you, your employees, agents, delegates or sub-contractors of the Terms or otherwise due to negligence, fraud or wilful default on your or their part.

Neither you or us shall be responsible to each other for loss of profits, business interruption, loss of anticipated savings, any special, indirect or consequential loss or damages, or any loss, corruption or destruction of data, or loss of goodwill or business continuity.

We use reasonable endeavours to ensure the accuracy of the information on the Platform and to correct any errors or omissions within our control as soon as practicable once we are aware of them. However we do not represent the accuracy, completeness or timeliness of the information available on the Platform. We do not accept responsibility for information obtained from third parties (such as fund prices) and we use reasonable endeavours to identify such information.

General

In the event of any conflict between these Terms and the Terms of Business for Intermediaries, these Terms shall prevail in respect of any business submitted in relation to the Platform.

You may not assign, or transfer any rights and obligations under these terms without our prior written consent. This includes where there is a change of control or ownership in respect of you. We may transfer these terms to a member of the Chesnara group and will endeavour to give you reasonable prior notice in such event.

Neither you nor us shall be responsible for any failure to perform, or delay in performing, any of its obligations under the Terms that is caused by events outside its reasonable control, including but not limited to: acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic;

terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; any law or any action taken by a government or public authority; collapse of buildings, fire, explosion or accident; any labour or trade dispute, strikes, industrial action or lockouts; interruption or failure of utility service.

The terms and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is governed and construed in accordance with the laws of England and Wales. Any dispute arising from, or related to the Terms (including non-contractual disputes or claims) shall be subject to the non-exclusive jurisdiction of the English courts.

Termination

We or you may terminate these terms on serving written notice to the other. We and you shall work together to ensure the impact on any affected Clients is limited.

Definitions

Access Rights: means the username, password and any permissions (such as view and amend) provided to Users of the Service.

Account: the accounts available on the Platform as part of the Service from time to time.

Application: an application submitted to the Platform to open, or vary an existing, Account.

Business Day: any day other than a Saturday, Sunday or bank holiday, or on which the banks are open for business in London.

Business Hours: are 08.00 to 17.00 on a Business Day.

Distributor: a firm which offers, recommends, or sells financial instruments (including investments on the Platform) or provides investment services to Clients and does not act as a Manufacturer.

Hubwise: means Hubwise Securities Limited, Waverley Court, Wiltell Road, Lichfield, Staffordshire WS14 9ET.

Loss: loss, liability, costs, claim, damages, penalties.

Manufacturer: a firm which creates, develops, issues and/or designs financial instruments (including investments on the Platform) either on its own or in collaboration with another manufacturer.

Market Hours: means 08.00 to 16.30 on Business Days.

Negative Target Market: means any groups of Clients for whose needs, characteristics and objectives, the investments or relevant investment service is not compatible.

Platform: the platform administration service made available by us at www.countrywideassured.co.uk.

Platform Terms and Conditions: the terms between us and the Client, as amended from time to time, governing the provision of the Platform Service.

Service: the administration, investments, features, products and functionality accessed through the Platform from time to time.

Target Market: means those Clients within the target market of the relevant investment as identified by the relevant Manufacturer, us or you (as applicable) from time to time as being the customer population for whom the relevant investment will most likely be compatible, and those customers for whom the investment is not compatible, in accordance with the Terms and Regulators rules.

Terms: the terms of business issued by Countrywide Assuredm to which these Terms are supplemental, as amended from time to time.

User: any person authorised to use the Platform and provided with Access Rights, including anyone acting on your behalf when accessing the Platform.

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