Countrywide Assured

Terms of Business for advisers

January 2026

Contents

Introduction

We believe that relationships only work in the long term when they are mutually beneficial, and so we look for and value mutually respectful and sustainable business relationships.

Our company is built on values of trust, respect, commitment and transparency, ensuring positive measurable outcomes for our mutual customers.

Putting our customers first is a commitment we take very seriously. This involves not only making the most of their money to ensure a rewarding future but also providing a customer service that makes sense to them and to you, their financial adviser.

The Terms of Business are referred to as the “Agreement”. Please note that references to Countrywide Assured plc ("**Countrywide Assured**") in this document, also includes CASFS Ltd ("**CASFS**") where appropriate.

Please read this Agreement carefully, as it sets out our terms for accepting business from You (as defined below). By submitting, or having submitted, business to us, You agree to these Terms of Business and to comply with them. This document supersedes any previous Terms of Business You may have with us.

Each of our Products has product terms, which are available through our website or on request, together with our product literature.

1. Definitions and Interpretation

Adviser Fees: a fee which is payable by the Customer to You in respect of advice and/or related services provided or to be provided by You to the Customer.

Anti-Bribery Laws means any anti-bribery or anti-corruption laws or regulations, including, but not limited to, the UK Bribery Act 2010, the US Foreign Corrupt Practices Act 1977 or any similar law of any relevant jurisdiction.

Anti-Money Laundering Requirements means all requirements designed to prevent, detect and report money laundering and terrorist financing as laid down and amended from time to time by applicable and available legislation or regulation or guidance. This includes, but is not limited to, the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, the Joint Money Laundering Steering Group Prevention of Money Laundering Guidance Notes for the Financial Sector, the Terrorism Act 2000 and the Proceeds of Crime Act 2002 and other applicable requirements as notified from time to time to You by us, which relate to criminal proceeds and terrorist financing.

Appointed Representative has the meaning as set out in section 39 of the Financial Services and Markets Act 2000 and the FCA handbook.

Asset Whitelist means the list of investments that are deemed acceptable by us and which are at all times subject to the General Investment Restrictions for investment in the Platform and are therefore deemed to be acceptable to be held within an Onshore Bond.

Consumer Duty means the obligations under Principle 12 and PRIN 2A of the FCA handbook and associated guidance which came into force on 31 July 2023.

Customer where appropriate, an individual, individuals or trustees who have appointed You to provide them with services (including regulated advice) and/or for whom You are acting as agent.

General Investment Restrictions means the investment restrictions applicable to the Products as may be amended from time to time.

Intermediary means the intermediary as identified in the Application Form, from whom we accept business and includes any intermediary acting as a network and/or as a Principal for any agents.

Onshore Bond means an onshore life assurance bond issued by us forming part of our long term business fund.

Platform(s): the third-party wrap platforms from time to time which we have agreed may be used to provide investment administration services in relation to the Product.

Principal has the meaning as set out in section 39 of the Financial Services and Markets Act 2000 and with appropriate regulatory permissions in accordance with the Regulations.

Product(s): each product made available to a Customer by us.

Product terms: the full terms and conditions and/or policy provisions that apply to the Product, which Customers must read before they purchase our Product, together with any related documents sent or made available to them (including being made available on applicable Platforms), all as amended from time to time.

Regulations: means all applicable laws, regulations and rules including, but not limited to, the Financial Services and Markets Act 2000, the Anti-Money Laundering Requirements, and Anti-Bribery Laws, Economic Crime and Corporate Transparency Act 2023 and regulations and rules issued under the Act or made by any Regulator and the handbook of rules and guidance issued by the Regulator(s), including, without limitation, Consumer Duty (and all legislation, regulations, rules and guidance notes, which amend, add to or substitute the same)

Regulator: the Financial Conduct Authority ("**FCA**") and/or the Prudential Regulation Authority ("**PRA**").

Relevant Documentation means the documentation required by Regulations and by Countrywide Assured to be disclosed to the Customer when submitting business to us and on an ongoing basis. Where business is written through a Platform, this includes the Platform documentation.

You or Your means the firm, being either a Principal or Appointed Representative, as the context requires and named in our registration form, to set up an intermediary account with us, which 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. Your obligations

2.1. You must tell us immediately and in writing about any material changes to your business and if any of the following happens:

2.1.1 Anything materially affects your ability to perform your obligations under this Agreement.

2.1.2 There is any change to the legal structure of your business.

2.1.3 Your authorisation is cancelled or suspended, or your permission is altered.

2.1.4 You are subject to regulatory investigation, fine or disciplinary action.

2.1.5 You, your Principal (if applicable), 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 of winding up or, have a receiver or administrative receiver appointed over your (or their) assets.

2.1.6 You stop acting as an agent for any Customer who has placed business with us.

2.1.7 You have reason to believe that our records for the Customer, whom You have authority to act for, are incorrect.

2.2 You have responsibility for the conduct, all actions and omissions of your employees, Appointed Representatives (if applicable) and anyone else who represents You, and You will have appropriate monitoring in place to ensure all business carried out is in accordance with the Regulations. You will also make ensure that all relevant persons are aware of, understand and act in accordance with this Agreement.

2.3 Where applicable, if at any time a Product no longer meets the requirements of the Asset Whitelist, you will take all appropriate steps to bring the Product back in line with those requirements.

3. Our obligations

3.1 We will conduct our business materially in accordance with applicable Regulations and in the spirit of Consumer Duty through our business culture and practices, to support You in providing positive outcomes for Customers.

3.2 This includes:

3.2.1 In relation to the manufacturing and distribution of the Products.

3.2.2 To assist, where possible, those Customers identified as vulnerable.

3.2.3 To apply due care and diligence to ensure that all customer information we hold is complete, accurate and up to date.

3.2.4 To provide a robust and effective customer complaint process.

4. Business Conduct

4.1 You agree to:

4.1.1 Conduct your business in the spirit of Consumer Duty and demonstrate how this permeates through your business culture and practices, and outcomes for the Customers.

4.1.2 Work collaboratively with us to ensure good outcomes for Customers, including supporting the expectations for monitoring the outcomes.

4.1.3 In all your dealings with us and the Customer, act lawfully, in good faith, with integrity and in a professional and diligent manner, and not in ways that could adversely affect our reputation.

4.1.4 Comply with all applicable Regulations, and provide all reasonable assistance, documentation, confirmations or information we request from You.

4.1.5 Ensure appropriate quality assurance processes are in place.

4.1.6 Have suitable training, competency and monitoring schemes in place to deliver good Customer outcomes.

4.1.7 Make sure Customers understand the information they are given so they can make timely and informed decisions.

4.1.8 Make us aware of any new or existing Customer identified as vulnerable, to discuss how best to assist in supporting them.

4.1.9 Only distribute the Product according to the characteristics, objectives and needs of the target market, as specified by us on our website, for the Product, along with all appropriate information on the Product. Unless stated otherwise, it is Your responsibility to ensure that the Customer meets the requirements for the target market and that this is monitored and documented on an ongoing basis and that all necessary steps are carried out by You in the event that the Customer does not meet the target market requirements.

4.1.9.1 Use all adviser information received from us for adviser purposes only and not pass it to the Customers.

4.2 Each Party shall use their reasonable endeavours to mitigate and/or avoid any loss, damage or claim for which the other Party may be liable under this Agreement, provided that it can do so without unreasonable inconvenience or cost or detriment to its own interests.

4.3 We reserve the right to turn down business from You at any time and at our discretion. We can only accept business from financial adviser firms and their Appointed Representatives that are authorised and regulated by the FCA. We reserve the right to make changes to the availability of any Platforms for administration of the Products at any time and at our discretion.

5. Submitting Business

5.1 All references to submitting business to us, include submitting business or giving instructions to a Platform in accordance with section 7 below.

5.2 When submitting business to us, You confirm that:

5.2.1 You hold all relevant authorisations, consents and permissions required by the Regulations to perform Your obligations under this Agreement and that all information and instructions provided to us, or to a Platform, are accurate and complete and in line with the Regulations and the Customer's instructions, including in relation to any appointment of a discretionary investment manager and corresponding fees.

5.2.2 You have fully explained Your role to the Customer and made it clear that You act in all respects as agent of the Customer. For the avoidance of doubt, You confirm that investment advice and instructions that You provide in relation to the Product are appropriate and suitable for the Customer.

5.2.3 You have carefully reviewed the Product terms and our eligibility requirements, and, where applicable, the Platforms' eligibility requirements for a Product and that any information and instructions given comply with such requirements on an ongoing basis.

5.2.4 The selection of investments within the Product or portfolios is in line with the chosen Product in which the Customer will invest and is in line with the General Investment Restrictions.

5.3 To help us verify Your identity, You agree to quote Your current registration identification number, or code that we may have given You, and Your authorisation number provided by the Regulator (or relevant professional body) each time You submit business to us.

6. Product suitability

6.1 When submitting business, You agree that:

6.1.1 You will only do so if the Product is suitable for the Customer, and the Customer meets our eligibility requirements for the Product. You are responsible for undertaking any suitability assessment, appropriateness assessment or assessment of the Customer's demands and needs (as appropriate) in line with the Regulations.

6.1.2 You have taken all reasonable steps to ensure that the Customer understands the Product terms and, where relevant to the Product, our approach to policyholder tax deduction for the Product, which can be found in the Adviser Hub section of Countrywide Assured website.

6.1.3 Before submitting applications for a Product on behalf of the Customers to us, You have:

6.1.3.1 provided the Relevant Documentation to the Customers

6.1.3.2 given the Customers an opportunity to read any Relevant Documentation

6.1.3.3 discussed and explained the Relevant Documentation with the Customers.

6.2 We will not provide investment advice to the Customer or assess the appropriateness of a Product or investments.

6.3 We reserve the right to send documents and communications directly to the Customers when we consider it necessary.

7. Using Platforms

7.1 Where You have agreed terms of business with a Platform, we may permit the Product to be invested for a Customer using a Platform. You must take all appropriate steps, in line with the Regulations, to determine if the use of a Platform is appropriate for the relevant Customer and their Product.

7.2 Where applicable, You are responsible for completing and submitting all necessary documentation correctly to us and as may be required by the relevant Platform from time to time. This may include opening an account in our name, providing instructions ultimately on behalf of the Customer in relation to investments, providing instructions in relation to the ongoing management of the Product, Adviser Fees, or obtaining other documents requested by us and the relevant Platform from time to time.

7.3 You must promptly provide to us or the Platform (if applicable) any documents that are required to obtain, validate or carry out the Customers' instructions.

7.4 You should make sure the Customer receives all Relevant Documentation and is provided with read-only access to the Platform to facilitate the provision of Platform information and/or Relevant Documentation.

7.5 You must comply at all times with the requirements of the terms of business for the Platform.

8. Transparency

8.1 You agree that You will, on an ongoing basis:

8.1.1 Communicate and share all Relevant Documentation with the Customers regarding the Product. You must take all reasonable steps in accordance with Consumer Duty to ensure that Customers understand the Relevant Documentation.

8.1.2 Use due care and diligence to make sure all information You provide to us is complete and accurate.

8.1.3 Disclose to the Customer all remuneration and non-monetary benefits that the Regulator requires to be disclosed in respect of each piece of business sold, including the details of the Platform charges and benefits. We will help You make this disclosure by providing You with details of our charges that must be disclosed to the Customer.

9. Complaints

9.1 You agree to have an appropriate complaints handling and monitoring process in place and that You deal with complaints or Customer dissatisfaction about Your service, in line with the Regulations.

9.2 For Customer complaints about our products, promotional material and administration or servicing for which we are responsible, under this Agreement, You should notify us immediately and explain to the Customer that such complaints should be directed to us.

9.3 If You are using a Platform to manage the investments in the Product, any complaint relating to the use of the Platform, their services, or which otherwise relates to the management of the investments in the Product on the Platform, You should submit the complaint to the Platform in the first instance, to manage the complaint appropriately in line with the complaints procedure for the relevant Platform.

9.4 We agree to give You, and You agree to give us, fully and as promptly as possible, any necessary information to allow either You or us to investigate any complaints or dissatisfaction made by a Customer in relation to the Product.

9.5 We shall not be liable for any complaints, losses, claims, damages, expenses or liabilities (including indirect losses), which may be sustained or suffered, and have arisen due to Your action or omission. This includes any advice provided by You to Customers in the course of, or in connection with, the performance of this Agreement. We do not exclude liability for any matter in which it would be illegal for us to limit or exclude our liability or attempt to do so.

10. Adviser Fees and charges

10.1 If we agree to facilitate payment of Adviser Fees, or any other fees, from the Product on behalf of any of the Customers, we will do so in accordance with:

10.1.1 The Regulations,
10.1.2 The Customers' instructions,
10.1.3 The Product terms,
10.1.4 Any relevant Platform requirements being met;
and
10.1.5 Any other terms we agree with the Customer and communicate to You.

10.2 Where a Customer instructs us to facilitate the payment of an Adviser Fee on the basis that You will provide an ongoing service, we shall stop such payment if You are no longer providing an ongoing service to the Customer.

You must tell us immediately if You stop providing an ongoing service. You shall repay to us any Adviser Fees paid by us to You that You are not authorised to receive for any period where You were not providing an ongoing service.

10.3 We reserve the right to refuse our facilitation of the payment of Adviser Fees, at any time (including where these are facilitated by a Platform), at our absolute discretion.

10.4 It is your responsibility to account for VAT payable (if any) in relation to the remuneration that we pay You. All remuneration payments we make to You will be deemed to include VAT where appropriate.

11.Commission

11.1 We may pay commission to You for some types of business. This includes commission for products closed to new business. We will only pay commission where we are permitted to do so in line with Regulations. Subject to this clause, payment of any commission will depend on the Product terms of the relevant Product.

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

11.2.1 You have an adviser account with us.

11.2.2 Our records show that You are retained by the Customer as their adviser at the time we receive the premium for the product.

11.2.3 The Customer 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.

11.2.4 The business is of a type for which commission is payable and You have selected an appropriate commission option.

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

11.3 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.

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

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

11.6 We reserve the right to not pay or refuse to continue to pay commission under this clause at our absolute discretion.

11.7 You will repay to us any commission You were not entitled to receive, should a Customer cancel their Product during the cancellation or cooling-off period, or which has been reimbursed to a Customer for any reason.

11.8 It is Your responsibility to account for VAT payable (if any) in relation to the remuneration that we pay You. All remuneration payments we make to You will be deemed to include VAT where appropriate.

11.9 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 judgement debts, compounded monthly. You will also have to pay us any legal fees we incur in recovering the debt from You.

12 Indemnity

12.1 You will indemnify us for all losses suffered should any of the following happen:

12.1.1. Business is submitted to us which is not in accordance with Your authorisation.

12.1.2. You supply incorrect information or instructions to us or to a Platform and/or it is not in accordance with the requirements of this Agreement.

12.1.3. You infringe any of our or licensors' intellectual property rights or rights of a third party.

12.1.4. We make any compensation, goodwill, or other payment (including in respect of any losses arising from breaches of the General Investment Restrictions) to any of your Customers that relates to or is connected to any failure by You to fully comply with this Agreement or relates to the relationship between You and the Customer.

12.1.5. You fail to notify us any of the circumstances You are required to notify us about, as set out in sections 5, 6 and 10 of this Agreement.

12.1.6. You breach the terms of the Agreement or any Regulation.

12 Transfer of Customer bank

13.1 If You agree to transfer Your Customer bank to another intermediary, or You agree to accept a transfer, You confirm that the Customers being transferred have been informed that:

13.1.1 The transfer is taking place and the relevant Customers have given consent.

13.1.2 The new intermediary will receive access to their personal data.

13.1.3 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.

13.2 If You are the transferring intermediary, You will remain liable for the prepayment of any unearned commission until we receive confirmation that the new intermediary has accepted this liability. We may not agree to transfer Your Customer bank until it has been confirmed to us that the new intermediary has accepted this liability.

13.3 We may notify You of additional requirements, documentation or terms which shall apply to any Customer bank transfer and the procedure for verifying to us that the Customer consents to such transfer.

14 Financial Crime

14.1 In providing regulated services to a Customer, You are responsible for compliance with the Regulations.

14.2 In accordance with such legislation and regulation You shall operate effective screening processes to guard against making economic resources or financial services available to sanctioned individuals or entities and take appropriate measures should Your screening identify such sanctioned individuals or entities.

14.3 You should obtain and accurately record appropriate evidence of the identity and source of wealth of all Customers, beneficial owners and any other third parties. This must include, but is not limited to, enhanced Customer due diligence on politically exposed persons and other Customers that represent high risk from a money laundering perspective. Copies of all documentation must be provided as soon as reasonably practicable upon our request.

14.4 You should notify us in a timely manner of any Customers that You have identified and assessed to present a heightened level of sanctions, money laundering, fraud and or bribery or corruption risk, as notified to You as part of the Anti-Money Laundering Requirements.

14.5 Payments to or from the Customer can only be made directly using a bank account into the Customer's name.

14.6 You confirm that neither You nor the Customers are subject to sanctions.

14.7 You shall not deal directly or indirectly with any party subject to sanctions in connection with your dealings with us or in relation to this Agreement.

14.8 You have not and undertake that You shall not, directly or indirectly, offer, pay, promise to pay or authorise any bribe, other undue financial or other advantage or make any facilitation payments to or receive any bribe or take any other action in breach of the Anti-Bribery Laws.

14.9 You shall not take any action that would cause You or us to be in breach of the Regulations or relating to the failure to prevent the facilitation of tax evasion, including the UK Criminal Finances Act 2017 or any foreign anti-tax evasion facilitation laws.

14.10 You are not currently under actual threatened investigation inquiry or audit by any government authority in relation to any potential offence involving money laundering sanctions, bribery corruption or failure to prevent the facilitation of tax evasion.

14.11 You confirm that You consent to us relying on You for the purposes of the Anti-Money Laundering Requirements.

14.12 You will promptly report any breach of this clause to us.

14.13 We reserve the right to make relevant searches, screening and checks (including credit checks) itself, or through selected third parties, on You and Your owners, including directors, employees, co-partners, agents, Principals and Appointed Representatives and You will provide all necessary consents and information to allow the checks to be performed.

15 Intellectual property

15.1 In this clause 15, the term "Intellectual Property Rights" means any and all patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

15.2 All Intellectual Property Rights in any material provided to You relating to the product, Countrywide Assured or otherwise made available to You in connection with these terms (**"Materials"**) shall be owned by Countrywide Assured plc.

15.3 We grant You a non-exclusive, royalty-free licence for the duration of these terms to use the Materials only for the purpose of performing Your obligations under these terms in connection with the sale of our product to the Customers.

15.4 You shall not sub-licence, assign or otherwise transfer the rights granted under clause 15.3.

15.5 You must not use any of our trademarks or 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.

15.6 You must not copy store or reproduce any of the Materials without our prior written consent.

15.7 You must not register any domain name, create any subdomain or apply to register any trademark that includes, or is confusingly similar to, any of our domain names (or subdomains), company names, trading names, brands or trademarks.

15.8 You must not 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.

15.9 You shall not use, and we do not consent to the use of, any Materials or any of the content we make available via our domain names (or subdomains) for the purposes of developing, training, fine-tuning or validating any AI system or model.

16 Confidential information

16.1 Each party shall keep any information concerning the business affairs, agents, Customers, or suppliers of the other party including the business strictly confidential and use it solely to exercise its rights and fulfil its obligations under this Agreement.

16.2 A party may disclose confidential information only:

16.2.1 If the other party has given prior written consent.

16.2.2 If it is required by law.

16.2.3 To its professional advisers in respect of this Agreement.

16.2.4 If it is already in the public domain.

17 Data Protection

17.1 In this clause 17, the following terms shall have the following meanings:

"controller", **"data subject"**, **"personal data"**, **"personal data breach"**, **"processor"** and **"processing"** shall have the meanings given to them in the UK GDPR (as defined below); and

"Data Protection Laws" means, for the periods in which they are in force, all applicable laws and regulations relating to the processing of personal data from time to time in the UK, including: (i) the Data Protection Act 2018; (ii) the UK GDPR (as defined in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018) (**"UK GDPR"**); and (iii) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426), in each case as may be amended from time to time, and including any judicial or administrative interpretation of any of them; and where applicable the guidance and codes of practice issued by the UK Information Commissioner's Office or any other relevant or successor data protection supervisory authority in the UK (**"ICO"**).

17.2 The parties may collect and share personal data of Customers (**"Customer Personal Data"**) with one another as separate controllers as necessary for:

a) enabling You to provide Your services (including advice) to the Customers;
b) enabling us to provide our products to Your Customers; and
c) enabling both parties to comply with their respective obligations under the Regulations;

17.3 Each party shall comply with all Data Protection Laws applicable to its processing of Customer Personal Data.

17.4 Each party will ensure that any Customer Personal Data that it provides to the other party has been obtained in compliance with the applicable Data Protection Laws and shall take such steps as are required including the giving of information, making of notices and obtaining of valid consents, to ensure that the other party is entitled to process such Customer Personal Data for the purposes of the Agreement including any ongoing administration of the product.

17.5 Each party should be responsible for providing appropriate privacy notices in respect of processing of Relevant Personal Data for which it acts as data controller. Such privacy notices should include the fact that Customer Personal Data may be shared with the other party, either referenced by name or as a recipient category. You shall provide your Customers with a copy of our privacy notice, alongside the Product terms and any other pre-contractual documentation, prior to transferring their Customer Personal Data to us.

17.6 Each party shall use reasonable commercial endeavours to ensure that any Customer Personal Data it provides to the other party from time to time is accurate and up to date. The parties acknowledge and agree that as regards processing of the Customer Personal Data, it is not intended that either party shall act as a processor to the other party in respect of any Customer Personal Data. Should You receive a complaint, request, inquiry, or demand from or on behalf of the Customer or the ICO in relation to the processing of Customer Personal Data You should promptly notify us without undue delay in writing of such request. Where any such complaint, request, inquiry or demand is also made to us or has an impact on us,

18.5 If this Agreement is terminated, we will no longer be able to facilitate any Adviser Fees

You shall cooperate with us as necessary to resolve any such complaint, request, inquiry or demand in a timely fashion.

17.7 Each party will implement appropriate security technical and organisational measures in respect to the integrity and confidentiality or the Customer Personal Data.

17.8 You should immediately notify us of any personal data breach or breach of the provisions of this clause and keep us informed of any developments in relation to any such personal data breach or breach of this clause. You agree to provide reasonable information and assistance to us as necessary to mitigate any impact on us of such personal data breach or breach of this clause.

17.9 We reserve the right to request the name and contact details of your Data Protection Officer.

18 Termination

18.3 Either party may terminate this Agreement at any time on written notice. Such written notice must be sent to the principal place of business of the party.

18.4 We will automatically terminate and with immediate effect in the following circumstances:

18.4.1 You are an individual and become bankrupt or die.

18.4.2 You become subject to a corporate insolvency event.

18.4.3 You cease trading.

18.4.4 The Regulator suspends or revokes authorisation and You do not have the necessary permissions to continue providing services in respect of the business.

and we will not accept any further instructions from You in relation to the Products or Customers and You warrant that You will no longer provide any instructions in relation to any Products managed on a Platform.

19 Variation

19.1 We can vary the terms of this Agreement at any time with immediate effect. We will make You aware of any variation as soon as we reasonably can.

19.2 Any business submitted to us after the date of variation shall be subject to the amended terms, and Your submission of business will affirm Your acceptance of the amended terms.

20 Notice

20.1 Any notice we give You under this Agreement (including notice of any changes we make to them) may be validly served by any of the following:

20.1.1 Posting it clearly on our website

20.1.2 Sending it by email to the address provided

20.1.3 Posting it your main place of business or any other address provided.

20.2 Depending on the method of notice, it will be deemed to have been served:

20.2.1 On the day it was posted by us on our website

20.2.2 On the day it was sent by email, provided no non-delivery message is received by the sender

20.2.3 Five business days after posting the notice.

20.3 You must send written notices to us at our registered office, 2nd Floor, 33-34 Winckley Square, Preston, Lancashire PR1 3JJ, or such other address we have notified You of for this purpose.

21 General

21.1 This Agreement and Your relationship with us will be governed by English law and the parties submit to the non-exclusive jurisdiction of the English courts.

21.2 This Agreement shall not be enforceable by anyone other than You or us. For clarity, each member of our group shall be entitled to recover any loss suffered by it in connection with this Agreement and generally to enforce this Agreement in its own right in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

21.3 We shall not be liable to You or any third party for any act or omission by You in the course of or in connection with the performance of this Agreement.

21.4 Nothing in the terms of this document is intended to or will create a partnership or agency relationship between us and You. Subject to providing instructions to any Platform regarding an account in our name in accordance with this Agreement, You are not authorised to make or enter into any commitments for or on our behalf.

21.5 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 or Your firm. We may transfer these terms to a member of our group and will endeavour to give You reasonable prior notice in such event.

21.6 Neither party shall be deemed to be in breach of this Agreement, or otherwise liable to the other for delays or failures due to Force Majeure.

Force Majeure may include, but is not limited to, act of God, fire, act of Government or supranational bodies or authorities, war, civil commotion, insurrection, act of terrorism or threat thereof, embargo, industrial dispute, inability to communicate with market makers, unanticipated dealing volumes, failure of any telecommunication, computer dealing or settlement system, prevention from or hindrance in obtaining any energy or other supplies, labour disputes, late or mistaken delivery or payment by any bank or counterparty of any other circumstances beyond the reasonable control of that party (a “Force Majeure Event”).

21.7 Should a Party’s performance of its obligations under the Agreement be affected by a Force Majeure Event, it shall give notice to the other Party specifying the nature and extent of the Force Majeure Event promptly upon it becoming aware of it and will, at all times, take reasonable steps to mitigate or minimise the effect of the Force Majeure Event on the other parties.

21.8 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.

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

CA-OBNB-TOB-0126(3)