

# INTRODUCER TERMS OF BUSINESS

These Introducer Terms of Business set out the terms and conditions on which we will accept business from you

Our **Introducer Terms of Business** govern your relationship as an introducer for the **Scheme** with **Carey Pensions UK LLP** a limited liability partnership incorporated in England and Wales (with registered number OC345142) whose registered office is at 1<sup>st</sup> Floor, Lakeside House, Shirwell Crescent, Furzton Lake, Milton Keynes, MK4 1GA ('**Carey**').

These **Introducer Terms of Business** set out the terms and conditions on which we will accept **Business** from you. References to 'us', 'our', or 'we' means Carey. References to the "**Introducer**" or 'you' means a person, firm or company which to the extent relevant is either authorised or exempt under the Financial Services and Markets Act 2000 or any other **Applicable Laws** to carry on activities in relation to the **Scheme** and to provide appropriate advice and who conducts business with us on behalf of a **Client** under these terms. 'You' includes, where appropriate, your partners, directors, employees, **Appointed Representatives** and any person for whom you are responsible and "your" is interpreted accordingly.

Terms in bold are defined for the purposes of these **Introducer Terms of Business** in clause 23.

## 1. **OUR RELATIONSHIP**

1.1 Our **Introducer Terms of Business** will come into force from the date on which **Business** is first accepted by us from you and will apply to that **Business** and any other **Business** we accept from you. We will also apply our **Introducer Terms of Business** to you in respect of all **Business** that is in force with us prior to the date these **Introducer Terms of Business** come into force.

1.2 You are not required to sign or acknowledge our **Introducer Terms of Business** in order for them to become effective and binding on you. By submitting **Business** to us, you agree to our **Introducer Terms of Business** and accept that they will take precedence over any other terms of business you may have entered into with us in respect of any **Scheme**.

## 2. **YOUR ROLE, OBLIGATIONS AND RESPONSIBILITIES**

2.1 We will treat you as your **Client's** agent (unless you, or your **Client**, inform us, and we agree to treat you, otherwise) and you must explain to your **Client** what this involves. As their agent you will, whenever appropriate, advise them of all the relevant terms and conditions that apply to the **Business** placed with us and on the suitability of the **Scheme** to them. Under no circumstances will you act, or will we be deemed as treating you, as our agent.

2.2 You warrant and represent, and we are entering into our **Introducer Terms of Business** with you on the understanding that, you will only provide **Regulated Advice** in connection with any **Scheme** if you are authorised to do so pursuant to the **Act** and such advice is compliant with all **Applicable Laws**. If you are not authorised to provide **Regulated Advice**, you undertake not to provide **Regulated Advice** in relation to any **Scheme** or otherwise.

2.3 You warrant and represent that the information you have provided in your **Introducer Profile** is complete and accurate. You acknowledge that we are relying on the information provided in your completed **Introducer Profile** in agreeing to accept **Business** from you.

2.4 You are only entitled to introduce **Business** to us in accordance with these **Introducer Terms of Business**. Without prejudice to clause 2.14, you will always act in your **Client's** best interests and ensure all communications provided to **Clients** are clear, fair and not misleading and comply with your **Regulator's** applicable rules and guidance.

2.5 You will at all times run your organisation in an appropriate and professional manner and to the highest standards expected from your profession. You are responsible for the conduct, actions and omissions of your partners, directors, employees, any **Appointed Representatives** and anyone else who represents you. You will have appropriate monitoring in place to ensure they are reliable and, as is appropriate to their role, are properly trained, competent and, at all relevant times, hold a statement of professional standing. You will also make sure they are aware of, understand and act in accordance with our **Introducer Terms of Business**.

2.6 If you become aware or have any reason to believe that any of your partners, directors, employees, **Appointed Representatives** and anyone else who represents you has acted outside the scope of these **Introducer Terms of Business** you will inform us immediately.

2.7 If you have any concerns or become aware of anything unusual in your relationship with us and/or the **Client**, those you are responsible for, and/or any **Business** you have submitted to us, you will inform us immediately, including in the event that a conflict of interest may arise or has arisen which could impact on any **Client** in any way. Without prejudice to the provisions of clause 5, you will use all reasonable efforts to avoid a **Conflict** arising.

2.8 You will notify us immediately if notice of any regulatory, public, financial or other sanction is, or is intended, to be taken against you, your partners, directors, employees, **Appointed Representatives** and anyone else who represents you.

2.9 You will ensure that any information you give us about the **Client** has come directly from them, or with their consent, and is true, complete and accurate to the best of your knowledge and belief. You will tell the **Client** in good time before submitting any **Business** to us that they must disclose all material facts and you must explain to them the consequences of not doing so.

2.10 You will ensure you pass on immediately any documentation we give to you for the **Client** without making any amendments to it and obtain their signature where we need it or where otherwise appropriate.

2.11 You will immediately pass to us the up to date contact details for the **Client** and any documentation the **Client** gives you in relation to the **Scheme**, keeping copies on your file.

2.12 You will immediately pass to the **Client** any notification of amendments we propose to make in relation to the **Scheme** and you will explain the amendments to them. You will confirm, where necessary, the **Client's** written rejection or acceptance of any amendments as soon as you receive it from them.

2.13 You will maintain professional indemnity insurance as required by the **Regulator** or **Accredited Body** you belong to in accordance with **Applicable Laws**, or otherwise as agreed with us, and will provide us with a copy of your policy on request.

2.14 You will comply with all **Applicable Laws** including the requirements of any **Accredited Body** of which you are a member.

2.15 Our **Introducer Terms of Business** operate between you and us only and they do not create any contractual relationship between us and any adviser, employee, agent and **Appointed Representative** firm of yours. If you are a **Network**, you will provide us on our request with the names, addresses and business details of advisers, employees, agents and **Appointed Representative** firms you have engaged to conduct **Business** with us. We reserve the right not to deal with any such advisers, employees, agents and **Appointed Representative** firms and we will notify you accordingly. You will give us regular updates of anyone joining or leaving your organisation who submits **Business** directly to us.

2.16 You warrant that you have full authority from the **Client** and any and all necessary authorisations required by the **Data Protection Legislation** and/or any other **Applicable Laws** to enable you to act under our **Introducer Terms of Business**.

2.17 If you undertake to the **Client** to pass monies to us, you must do so promptly and without deduction, unless previously agreed in writing with us. You will only agree to pass on client monies where you are permitted to do so by **Applicable Laws**.

2.18 You have no authority to bind us in contract in respect of the **Scheme** or otherwise. For the avoidance of doubt, these **Introducer Terms of Business** do not create a relationship of agency between you and us.

2.19 You will not create, issue, publish, circulate in any way, authorise or sponsor any advertisement, promotion or communication relating to the **Scheme** and/or including any reference to us other than as supplied or approved by us. Approval may be withheld without reason, or where approval has been previously granted it can be rescinded by us on notice at any time.

2.20 Where requested to do so by us, you will use the disclaimers and/or statements provided by us in relation to the **Scheme** and will make any changes to the disclaimers and/or statements contained in any literature or communications relating to the **Scheme** immediately upon receiving notice from us to do so.

2.21 You will only use our literature in respect of the **Scheme** and no amendments will be made to such literature without our prior written consent, which we may withhold without reason.

2.22 You will not on our behalf vary any application form, endorsement, contract note, certificate of receipt or any other document relating to our agreement with a **Client** without our express written permission to do so.

2.23 You will supply to us any documentation required and information about you and/or shareholders as reasonably requested by us as part of our due diligence process about you.

### 3. RECEIVING INSTRUCTIONS FROM YOU

3.1 We may accept instructions from you as agent of the **Client**, or directly from the **Client**.

3.2 Prior to submitting **Business** to us you will ensure that you:

3.2.1 provide the **Client** with all necessary information relating to the **Scheme** in relation to which you are making the introduction of the **Client** and as required by the **Applicable Laws**; and

3.2.2 provide the **Client** and/or us with any documentation we require, as notified to you from time to time.

We accept **Business** from you in reliance on you complying with this Clause 3.2 and we will not be liable for any losses, costs, actions, proceedings, claims or demands which may be incurred by any **Client** or you arising directly or indirectly from your failure to do so.

3.3 We will rely and treat as fully authorised and binding on the **Client**, any instruction received by us from you which purports to have been provided to you by the **Client** without any further enquiry to the genuineness of the agreement, consent or instruction or the authority or identity of the person giving or purporting to give the instruction. We will not be liable for any losses, costs, actions, proceedings, claims or demands which may be incurred by any **Client** or you arising directly or

indirectly from us having acted in good faith pursuant to the instructions received by us from you, on behalf of the **Client**.

3.4 We will not be liable to you, or any **Client** for any loss that may be incurred as a result of any error by you and/or the **Client** in transmitting an instruction to us, other than as a direct result of our negligence, wilful default or fraudulent actions.

3.5 We will not be liable for any failure or delay in implementing any instruction received by us from you or the **Client** which is caused by circumstances beyond our reasonable control, including but not limited to acts of God, fires, strikes, terrorism, power failures, court orders, failure or error of any equipment, telecommunications, intermediary, exchange, counterparty, product provider or bank.

#### 4. OUR RIGHTS

4.1 We may disclose and/or use any information or data you give us for the purposes of exchanging information, crime prevention, conducting market research, preparing strategic or other marketing plans or gauging product sales or product performance. We may also exchange the information with associated companies, service providers, distributors of our products or agents (who may be located in other countries) with which we have a contractual relationship, or to any party in connection with the approved uses of such information set out above.

4.2 In doing so, we will always comply with **Applicable Laws** and where appropriate we will amend the information or data so as not to identify the **Client**.

4.3 We reserve the right to run relevant searches and checks on you (including your credit worthiness) as we in our absolute discretion see fit.

4.4 We reserve the right not to accept any business from you, and we will not be required to specify the reasons for non-acceptance of any business for you. However, under normal circumstances and subject to the need to respect confidentiality and to comply with **Applicable Laws**, reasons for such a refusal may be given to you by us.

4.5 We reserve the right to send communications and information directly to the **Client** and make direct contact with the **Client**, including, but not limited to, when the **Client** notifies us, or you notify us, that you are no longer able to act for the **Client** in its dealings with us or to advise on the **Scheme** or that the **Client** no longer wishes you to act on their behalf.

4.6 We may contact **Clients** from time to time to administer the **Scheme** with them, deal with their queries and to provide information to them about us and our business and services. We will endeavour to refer **Clients** of yours to you if they request advice. Nothing in our **Introducer Terms of Business** prevents us from contacting **Clients** for any purpose where we have acquired their details other than via you.

4.7 We reserve the right to vary the terms and price of the **Scheme** without reference to you at any time and will notify you of such variations in writing as soon as reasonably practicable.

4.8 You may not use any intellectual property (which will include our or any of the **Carey Group** names and brands) owned by us or any member of our group except as otherwise agreed with us or expressly set out in our **Introducer Terms of Business**. Nothing in our **Introducer Terms of Business** will operate to transfer the ownership of any intellectual property rights from us or any member of our group to you. In the event that ownership of any intellectual property rights is so transferred, you will do all things and execute all documents necessary from time to time in order to assign those intellectual property rights to us or a member of the **Carey Group** as instructed.

## 5. CONFLICTS

5.1 You will notify us promptly of any actual or potential conflict of interest that arises or may arise, or any circumstances which may lead to such a conflict, in connection with **Business** you undertake relating to any **Client** ("**Conflict**"). Following notification, you must promptly carry out such reasonable actions in respect of the **Conflict** as we require.

5.2 You will comply with all Applicable Laws relating to any **Conflict** and avoiding a **Conflict** and you will put in place and keep up to date a policy to deal with any such **Conflicts** appropriately (whether or not required by the Applicable Laws).

5.3 If a **Conflict** arises or is likely to arise, between your obligations or activity in relation to us and your obligations or activity in relation to your **Client** you must, unless expressly agreed in writing with us otherwise and without prejudice to clauses 5.1 and 5.2, cease to act for the relevant **Client**.

5.4 You will not under any circumstances accept, pay or provide, or agree to accept pay or provide, any inducement or similar benefit (whether monetary or non-monetary), in relation to any **Business**, except strictly as permitted pursuant to **Applicable Laws**.

## 6. CHANGE OF ADVISER

6.1 If you intend to transfer some or all of your business (including **Client** contact details, database or servicing rights) to another adviser firm, you will provide us with prior notice of your intention to do so in order for us to undertake certain checks before we take any action.

6.2 You will provide us with such information that we may reasonably request concerning the transfer. The information must contain sufficient details for us to determine which business and **Clients** are to be re-registered in the name of the new adviser firm. We will also require a confirmation from the new adviser firm that it will undertake the servicing obligations to the **Clients** to be re-registered to it.

6.3 You will provide us with such information as we may reasonably request to confirm that all relevant **Clients** have been informed of the proposed re-registration to the new adviser. We may write to the **Clients** to be re-registered to advise them of the change of adviser firm. We will also require confirmation from you of the **Clients** which are not to be transferred to the new adviser firm and information about how they are to be serviced in the future.

6.4 Where a **Client** requests that its business conducted by you is to be transferred to another adviser firm, we reserve the right to act on the **Client's** instruction even if it is contrary to yours.

## 7. MONEY LAUNDERING AND TERRORIST FINANCING

7.1 In providing services to **Clients** and introducing **Business** to us, you are responsible for compliance with **Applicable Laws** governing the prevention of money laundering and terrorist financing (including the **Regulator's** rules and guidance, the Money Laundering Regulations 2007, the Proceeds of Crime Act 2002 and the Terrorism (United Nations Measures) Order 2009 or other applicable money laundering or terrorist financing legislation) and with the Joint Money Laundering Steering Group's Guidance Notes for the Financial Sector.

7.2 In accordance with **Applicable Laws**, you will operate effective screening processes to guard against making economic resources available to sanctioned individuals or entities. In addition, you will obtain and accurately record appropriate evidence of the identity of all **Clients** and any other third

parties introduced to us by you. You will forward to us any confirmation of verification of identity for all relevant parties, in order to satisfy your own and our obligations under the **Applicable Laws** governing the prevention of money laundering and terrorist financing. In accepting a confirmation of verification of identity, we are, for the purposes of Regulation 17(1) of the Money Laundering Regulations 2007, placing reliance on you to undertake the **Client** due diligence.

7.3 Further, we reserve the right to:

7.3.1 carry out random checks on **Client** identity evidence and other **Client** information held by you. You will on request and as soon as practicable, forward to us relevant copies of any identification and verification data and other relevant documents on the identity of the **Client** and other third parties, which you obtained when undertaking **Client** due diligence and any other documentation reasonably required by us to verify the identity of any **Client**; and / or

7.3.2 contact the **Clients** directly to obtain evidence to verify the identity of the **Clients** and any third parties introduced to us by you.

7.4 We require you, your business and/or your officers and/or employees in any relevant jurisdiction, to comply with all the legal obligations imposed on you in connection with **Bribery and Corruption**. To the extent that any such applicable **Bribery and Corruption** obligations apply to you in providing services to **Clients** and introducing those **Clients** to us, you represent that you, your business and your officers and employees are compliant, and will remain compliant, with such **Bribery and Corruption** obligations and that you will have in place adequate and effective procedures and regularly audit and monitor such procedures to prevent a breach of any such compliance and report promptly to us in writing any breaches of such compliance (including where there is a suspicion of a breach or an allegation of a breach) which are or may be relevant to our **Introducer Terms of Business**.

## 8. DATA PROTECTION, DATA SECURITY AND ELECTRONIC MAIL

8.1 The expressions "data controller", "processing", "personal data", "data processor", "data subject" and "subject access request" will bear their respective meanings given in the Data Protection Act 1998 and any other grammatical forms of those expressions will be interpreted accordingly.

8.2 You warrant to us that you have made the appropriate notifications and have complied with the notification provisions under the **Data Protection Legislation** in respect of your obligations under our **Introducer Terms of Business** and that performance of your obligations under our **Introducer Terms of Business** will not breach or contravene such notification, nor cause us to breach our requirements under the **Data Protection Legislation**.

### Your data

8.3 We will hold personal data about you or any person employed by you and relating to your dealings with us for the purpose of administering the **Client's** business, maintaining our relationship and for regulatory issues. We will use this personal data to provide you with information and to administer and manage your account with us. We may carry out credit and / or reference checks on you or any director, partner, **Appointed Representative** or employee of you. By accepting a relationship with us, you and any director, partner, **Appointed Representative** or employee of you agree to these checks taking place throughout the duration of the relationship where we, in our sole opinion, feel it is necessary to do so.

8.4 We will keep your personal data (and your employees' personal data) for a reasonable period. We may also share your personal data (and your employees' personal data) with third parties to the

extent we consider reasonably necessary, including members of the **Carey Group**, potential clients and our third party service providers and sub-contractors.

8.5 We may contact you by mail, phone, fax, email or other electronic messaging with further offers, promotions and information about products and services which may be of interest to you and / or your

8.6 **Clients.** By giving us the relevant contact details for fax, phone and email you consent to contact by these methods. You have the option to object to marketing contact by any of these methods by contacting us in writing at any time.

8.7 We may monitor and record phone calls and keep them for the purposes of training and quality assurance and to ensure we have an accurate record of instructions.

8.8 To provide the services under our **Introducer Terms of Business**, it may be necessary to transfer your or your employees' personal data to countries that provide a different level of data protection from the UK. In such circumstances, we will ensure that the relevant country has an adequate level of protection.

8.9 You must keep secure all security information which you use to access information provided by us, both on your systems and a third party's and ensure that you have adequate security measures to prevent harmful viruses being sent to us electronically. Security information may include, but is not limited to passwords, digital identifiers/certificates. You must inform us as soon as you become aware of anyone ceasing to be eligible to access any of our or a third party's system to which you have access.

8.10 Email communications are not necessarily secure, and may be intercepted or changed after they are sent. We do not accept any liability where such communications are changed or are not delivered.

#### **Clients' personal data**

8.11 We will both comply with the **Data Protection Legislation** in respect of personal data which either we or you collect or process in respect of the **Clients** under our **Introducer Terms of Business**. Please note we are not able to advise you on your obligations under the **Data Protection Legislation**.

8.12 To the extent that either of us is acting as a data processor on behalf of the other, the party acting as data processor will:

8.12.1 bring into effect and maintain appropriate technical and organisational measures to prevent unauthorised or unlawful processing of any personal data of the **Client** and accidental loss or destruction of, or damage to, any personal data of the **Client**, including but not limited to taking reasonable steps to ensure the reliability of employees having access to the **Client's** personal data.

8.12.2 only process the **Client's** personal data on behalf of the data controller in accordance with their instructions, and for the purposes set out in, our **Introducer Terms of Business**;

8.12.3 promptly notify the data controller and the **Client** about any matter which may cause the data controller to become non-compliant with the **Data Protection Legislation**, including in case of accidental or unauthorised access and provide such information about remediation as the data controller will reasonably require;

8.12.4 not transfer the **Client's** personal data outside of the European Economic Area without the prior written consent of the data controller; and

8.12.5 allow representatives of the data controller to audit the data processor's compliance with the requirements of this clause 7 on reasonable notice and/or, at the option of the data controller, on request to provide the data controller with evidence of its compliance with such requirements.



8.13 You will use all reasonable endeavours to assist us to comply with any obligations imposed on us by the **Data Protection Legislation** in relation to any of the **Client's** personal data including:

8.13.1 providing us with reasonable assistance in complying with any subject access request served on us under the **Data Protection Legislation**;

8.13.2 promptly informing us about the receipt of any subject access request received by you in relation to the **Client's** personal data processed pursuant our **Introducer Terms of Business**; and

8.13.3 not disclosing any of the **Client's** personal data in response to a subject access request without first consulting with and obtaining our consent.

## 9. INDEMNITY

You will indemnify, and keep indemnified, us and each member of the **Carey Group** against any loss, cost, expense, damage, liability, action, proceedings, claims and demands sustained by us and/or any member of the **Carey Group** arising from any failure by you to comply with **Applicable Laws** or any breach by you of any of the terms of our **Introducer Terms of Business** or any negligence, wilful default, fraud or other breach of duty on your part.

## 10. TERMINATION

10.1 Subject to clauses 10.2 and 10.3, we may terminate our **Introducer Terms of Business** at any time by giving you not less than 30 days' written notice.

10.2 Notwithstanding clause 10.1, we may terminate our **Introducer Terms of Business** with immediate effect on written notice to you in the event of any one or more of the following:

10.2.1 any material breach by you of the provisions of our **Introducer Terms of Business**;

10.2.2 misconduct on your part which is or could be prejudicial to our business or reputation;

10.2.3 you engage in any act of wilful misconduct or any other activity, or attract adverse publicity which in our opinion is, or is likely to be, prejudicial to our interests; or

10.2.4 we are advised or we become aware that you have entered into a single-tie arrangement with a third party or any other arrangement which means you are no longer able to introduce business to us.

10.3 Our **Introducer Terms of Business** will terminate immediately without notice on the occurrence of any of the following events:

10.3.1 the revocation or suspension of any party's authorisation by any **Regulator**, as may be applicable;

10.3.2 you are subject to disciplinary proceedings brought by any **Regulator** or **Accredited Body**;

10.3.3 you resign from your relevant **Regulator** or **Accredited Body**;

10.3.4 you enter into a voluntary arrangement with your creditors, bankruptcy or winding up proceedings are started against you, or a receiver or similar officer is appointed in respect of all or any part of your business or assets or you are unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986 or you enter into liquidation (whether voluntary or compulsory);

10.3.5 you cease to trade;

10.3.6 any insolvency proceedings are taken against any of your directors or partners;

10.3.7 if you are a partnership, that partnership is or is to be dissolved; or

10.3.8 the charging or conviction of any partner, director, employee, agent or **Appointed Representative** of you in respect of any criminal offence (other than a minor traffic offence) which in our reasonable opinion has a material adverse effect on our **Introducer Terms of Business** or our business or reputation.

## 11. CONSEQUENCES OF TERMINATION

11.1 On termination of our **Introducer Terms of Business** and unless otherwise specified in our **Introducer Terms of Business**, all rights and obligations of the parties will automatically terminate save for:

11.1.1 such rights of action as will have accrued prior to termination (including any and all actions for any breach of any of the terms of our **Introducer Terms of Business**); and

11.1.2 clauses 8, 9, 11, 13, 14, 15, 16, 17, 18, 21, 22 and 23.

11.2 Any outstanding applications made by **Clients** in respect of the **Scheme** will be properly completed and fulfilled by you as expressly permitted by us.

11.3 You will repay immediately any and all sums due and outstanding to us as at the date of termination or arising thereafter.

11.4 Any books, records, papers, documents, computer hardware or software and any other property belonging to us and in your possession, custody or control will be returned to us immediately upon request and your licence to hold or use the same will cease upon termination of our **Introducer Terms of Business**.

## 12. NON-ASSIGNMENT

12.1 You may not sub-license, assign or transfer in any way any rights, liabilities and / or obligations under our **Introducer Terms of Business** on a temporary or permanent basis to any third party without our prior written consent.

12.2 We reserve the right to assign any of our rights or delegate any of our obligations under our **Introducer Terms of Business** to any part of the **Carey Group**.

## 13. CONFIDENTIALITY

13.1 You undertake that for the duration of our **Introducer Terms of Business** and thereafter you will keep confidential and (except for the purposes of our **Introducer Terms of Business**) will not use or (without our prior written consent) disclose to any third party any information concerning our business or affairs which may become known to you. You undertake to us to take all steps as will from time to time be necessary to ensure compliance with the provisions of this clause 13 by you, your partners, directors, employees, **Appointed Representatives** and any person for whom you are responsible.

## 14. NOTICES

14.1 Any notice under our **Introducer Terms of Business** will be given in writing and signed by or on behalf of the party giving it and may be hand delivered (including courier), or sent by pre-paid first class registered post. Notice will be deemed to have been given on the day of delivery unless it is not a

**Working day**, in which case delivery will be deemed to be given at 10am on the next **Working day**. We will send notices to you at your last known business address. You will send notices to us to Carey Pensions UK LLP, 1st Floor, Lakeside House, Shirwell Crescent, Furzton Lake, Milton Keynes, MK4 1GA.

#### 15. SEVERANCE

If any provision of our **Introducer Terms of Business** conflicts with any **Applicable Laws**, then the **Applicable Laws** will prevail. If any provision or part of any provision is declared void, voidable, illegal or unenforceable, then it will be deemed deleted from our **Introducer Terms of Business** and the remaining provisions will continue to be valid and enforceable to the fullest extent permitted by law.

#### 16. WAIVER

16.1 Any failure to exercise or any delay in exercising a right or remedy provided by our **Introducer Terms of Business** or at law or in equity will not constitute a waiver of the right or remedy or a waiver of any other rights or remedies. A waiver of a breach of any of the provisions of our **Introducer Terms of Business** will not constitute a waiver of any other breach and will not affect the other terms of our **Introducer Terms of Business**.

16.2 The rights and remedies provided by our **Introducer Terms of Business** are cumulative and (except as otherwise provided in our **Introducer Terms of Business**) are not exclusive of any rights or remedies provided at law or in equity.

#### 17. RIGHTS OF THIRD PARTIES

17.1 Except in respect of members of the **Carey Group**, neither we nor you intend that any provision of our **Introducer Terms of Business** should be enforceable by any person who is not a party to it and their successors in title and permitted assignees and the Contracts (Rights of Third Parties) Act 1999 will not apply to our **Introducer Terms of Business**.

#### 18. ENTIRE AGREEMENT

18.1 Our **Introducer Terms of Business** constitute the entire agreement and understanding between us and you in respect of the matters dealt with in them and in particular in respect of the **Scheme** and supersedes, cancels and nullifies any previous terms of business between us and you relating to such matters.

18.2 You acknowledge and agree that in entering into our **Introducer Terms of Business**, you do not rely on, and will have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) by us other than as expressly set out in our **Introducer Terms of Business**.

#### 19. NATURE OF RELATIONSHIP

Nothing in our **Introducer Terms of Business** should be construed as indicating or giving rise to a joint venture, agency or partnership. You will not sign or amend any documents or policies on our behalf, and will not make any statements or promises or representations of any kind which bind or purport to bind us, and you will not hold yourself out as having authority to make any such representation.

## 20. VARIATION

20.1 We will be entitled to vary the terms of these **Introducer Terms of Business** at any time by giving 1 month's prior written notice of such variation to you, save where changes in **Applicable Laws** or the rules of the **Regulator** are required to take effect earlier than that date and in this event the notice of variation will be given as soon as reasonably practicable.

## 21. DISPUTES AND COMPLAINTS

21.1 We and you undertake to act in good faith in relation to each other, and to discuss any dispute that may arise and to seek an amicable settlement. For the avoidance of doubt, these undertakings will not prejudice the rights of either party to take legal proceedings against the other.

21.2 If you have any complaint about us, you should contact the Chief Executive Officer, Carey Pensions UK LLP, 1st Floor, Lakeside House, Shirwell Crescent, Furzton Lake, Milton Keynes, MK4 1GA.

## 22. GOVERNING LAW AND JURISDICTION

22.1 Our **Introducer Terms of Business** are governed and construed by the laws of England and Wales and are subject to the English courts which will have exclusive jurisdiction over any dispute that arises in connection with them.

## 23. DEFINITIONS AND INTERPRETATION

23.1 The headings of the clauses and paragraphs are inserted for ease of reference only and will not affect the interpretation or construction of our **Introducer Terms of Business**.

23.2 References to any statute or statutory provision include a reference to that statute or statutory provision as from time to time amended, extended or re-enacted.

23.3 Unless the context otherwise requires, words importing the masculine will include the feminine and the neuter and the singular will include the plural and vice versa.

23.4 Any use of the words "including" or "in particular" or any similar words or phrases shall not imply any limitation on the words following them.

23.5 Words shown in bold in these **Introducer Terms of Business** will have the meaning set out below:

"**Accredited Body**" means the bodies listed in the Glossary to the Financial Conduct Authority's Glossary of Rules and Guidance;

"**Act**" means the Financial Services and Markets Act 2000 as amended or updated from time to time;

"**Affiliate**" means in relation to a body corporate, the ultimate parent undertaking of that body corporate and any subsidiary of such parent undertaking for the time being (where "subsidiary" has the meaning given in section 1159 of the Companies Act 2006 and "parent undertaking" will have the meaning given in section 1162 of the Companies Act 2006);

"**Applicable Laws**" means any law, regulatory requirement or other industry requirement which applies to us and/or you from time to time. For these purposes, a requirement includes rules, guidance or statements of good practice issued by the **Regulator**, any regulatory body or **Accredited Body** which we or you are expected to comply with;

"**Appointed Representatives**" has the meaning set out in section 39 of the Financial Services and Markets Act 2000;

"**Bribery and Corruption**" means legislation and rules relating to bribery and corruption, including but not limited to the Bribery Act 2010, previous UK laws (the common law offence of bribery, the Public Bodies Corrupt Practices Act 1889, the Prevention of Corruption Act 1906 as supplemented by the Prevention of Corruption Act 1916 and the Anti-Terrorism, Crime and Security Act 2001), the United Nations Convention against Corruption, the US Foreign Corrupt Practices Act of 1977 as amended, OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and related implementing legislation, any anti-bribery or anti corruption related provisions in criminal and anti-competition laws and/or anti-bribery or anti-corruption laws in any other jurisdiction relevant to your activities under our **Introducer Terms of Business**;

"**Business**" means the introduction of **Clients** to us in respect of any **Scheme**;

"**Carey Group**" means Carey and its Affiliates;

"**Client**" means a person, firm, company or other undertaking, including an employer who is receiving advice and/or services from you in respect of the **Scheme**, or a **Member** of a **Scheme**, on whose behalf you are acting;

"**Conflict**" has the meaning given to it in clause 5.1;

"**Data Protection Legislation**" means the Data Protection Act 1998 and any and all subordinate or secondary legislation made under the Data Protection Act 1998 from time to time including all published guidance by the Information Commissioner, and the Privacy and Electronic Communications (EC Directive) Regulations 2003;

"**Introducer Terms of Business**" means these introducer terms of business as amended from time to time;

"**Introducer Profile**" means the introducer profile completed by you and approved by **Carey**;

"**Member**" means an employee who is a member of a **Scheme**;

"**Network**" has the meaning given in the Glossary to the Financial Services Authority's Glossary of Rules and Guidance;

"**Regulated Advice**" means the regulated activity of advising on investments specified in Article 53 of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 (SI 2001/544);

"**Regulator**" means the Pensions Regulator, the UK Financial Conduct Authority and/or the Prudential Regulation Authority or any successor or replacement bodies as will for the time being carry out and perform the functions and responsibilities of the Financial Conduct Authority or Prudential Regulation Authority in respect of the prudential and/or conduct of business regulation or supervision of any party to our **Introducer Terms of Business** as applies to you and/or the **Scheme** from time to time;

"**Scheme**" means each of the Carey Workplace Master Trust and any other master trust arrangements provided by Carey, whether as sole trustee and administrator, as joint trustee and administrator or as the third party administrator, as such is made available to your **Clients** by you;

"**Working Day**" means Monday to Friday excluding all UK bank and public holidays that we take.