

FINANCIAL ADVISER TERMS OF BUSINESS

There are 2 ways of completing this Terms of Business application:

- ***A single application by a firm for all its financial advisers.***
- ***An application by an individual adviser in your firm – other individual advisers would then complete separate applications.***

Please complete the application form on page 4 of this Terms of Business in the way which is most suitable for your business.

Introduction

These Terms of Business set out the relationship between a regulated Financial Adviser ("the Financial Adviser") and Curtis Banks PLC ("the Operator"), as operator of the Curtis Banks SIPP ("the SIPP").

Interpretation

Where the context so admits, any reference to documentation and literature will include both copies in hard copy paper format and electronic soft copies.

The headings to clauses shall not form part of the Terms and Conditions and shall not affect the interpretation of any clause.

"Client" means a client of the Financial Adviser.

"Financial Adviser" means the person or firm making this application and, where the applicant is a firm, all individual financial advisers in that firm who are approved by the Financial Services Authority to carry out regulated activities.

The Relationship

These legally binding Terms of Business shall apply on completion of the attached application form by the Financial Adviser and acceptance of the application by the Operator. The Operator shall have discretion in determining whether to accept an application.

The Financial Adviser is an agent of the Client when acting under these Terms of Business, advising on the sale of the SIPP and ongoing advice in relation to the SIPP.

The Operator shall communicate with the Client via the Financial Adviser in relation to the operation of the SIPP but reserves the right to communicate directly with the Client where required by legislation or otherwise necessary or appropriate.

These Terms of Business shall continue until such time as the Operator is notified that the Financial Adviser is no longer acting for the Client, and thereafter the Operator shall cease communicating with the Financial Adviser in relation to that Client. The Financial Adviser shall notify the Operator immediately it ceases to act for a Client.

Nothing in these Terms of Business shall operate to create a partnership, joint venture or employment contract between the Operator and the Financial Adviser, or to oblige the Operator to accept business from the Financial Adviser.

Undertakings

The Financial Adviser confirms that it is authorised by the Financial Services Authority in relation to the sale of the SIPP and all advice given by the Financial Adviser in relation to the SIPP, and will maintain all authorisations, permissions, authorities, licences and skills necessary for it to carry out its activities under this relationship, and will act honestly and professionally and in all respects comply with all rules and regulations applicable to it.

The Financial Adviser agrees to be bound by the Terms of Business and all the terms and conditions of the SIPP, including the Curtis Banks SIPP Terms and Conditions. The Financial Adviser will ensure that it and its Clients will have copies of (or ready access to) all the terms and conditions as updated from time to time.

The Financial Adviser will, in a timely manner and without amendment, pass on to the Client any documentation or information supplied by the Operator and vice versa. The Financial Adviser shall comply with all administrative arrangements communicated to it by the Operator in connection with the operation of the SIPP. The Financial

Adviser will issue all necessary documentation to the Client in relation to the sale of the SIPP, including a Key Features Illustration, on behalf of the Operator.

The Financial Adviser will use its best endeavours to ensure that all information supplied to it by the Client in relation to the SIPP is accurate. The Financial Adviser will notify the Operator promptly if it becomes aware that any material information is incorrect or has changed.

The Financial Adviser will comply with all requirements, whether statutory or imposed by the Operator, relating to prevention of money laundering.

Indemnity

The Financial Adviser shall indemnify the Operator against any loss (including costs) incurred directly or indirectly by the Operator as a result of the Financial Adviser acting beyond its authority or otherwise failing to comply with these Terms of Business. Should the relationship between the Operator and the Financial Adviser terminate under these Terms of Business, this indemnity will continue beyond the termination of the relationship.

Fees and Commissions

The Financial Adviser undertakes to disclose to the Client all fees and commissions it, or a person connected with it, earns in relation to the SIPP.

Any fees payable by the Operator to the Financial Adviser from the SIPP are subject to the prior written agreement of the Client, receipt of an invoice from the Financial Adviser and the availability of sufficient monies in the SIPP bank account.

Records

The Operator and the Financial Adviser shall respect the confidentiality of the respective business of the other and comply with all relevant data protection requirements.

The Financial Adviser shall maintain the confidentiality and security of all data relating to its Clients including, but not limited to, any access codes, user IDs or similar given to it by the Operator to allow access to Client data on the website of the Operator.

The Operator may at any time inspect all documents or other property in the Financial Adviser's possession in relation to a Client.

Variation

The Operator reserves the right to vary these Terms of Business subject to one month's notice in writing being given to the Financial Adviser, except in circumstances where changes in applicable laws or the rules of a relevant regulatory body or authority are required to take effect earlier than that date, in which event notice of variation will be given as soon as reasonably practical.

Unless due to legal or regulatory requirements, any change shall not affect the Operator's or Financial Adviser's accrued rights and obligations.

Termination

The relationship shall be terminated by either party on giving one month's written notice to the other.

The relationship may be determined with immediate effect by the Operator without liability on its part in the event of one or more of the following occurring, subject only to written notice of termination being given:

- any material breach by the Financial Adviser or any person or body for which it is responsible of any of the provisions of the terms of the relationship
- revocation or suspension of the Financial Adviser's authorisation by the Financial Services Authority, or permission or approval by any relevant body or governmental authority
- the Financial Adviser engaging in any act of wilful misconduct which in the opinion of the Operator is, or is likely to be, prejudicial to the interests of the Operator
- cessation or suspension of the Financial Adviser's business, or material litigation or reconstruction involving such business.

Any termination shall not affect the provisions of the relationship in so far as they relate to accrued rights and obligations.

On termination of the relationship, the Financial Adviser shall inter alia cease all promotion of the SIPP and return all materials and software which are the property of the Operator or its agents, including all marketing literature in the possession of the Financial Adviser.

Notices

Any document or notice to be served by the Financial Adviser on the Operator shall be sent to its principal place of business, or such other address as is notified in writing to the Financial Adviser for the purpose. The service shall only be effective once acknowledged by the Operator. The Financial Adviser shall be entitled to demand such acknowledgement on actual receipt by the Operator of the document or notice. Alternatively, such service may be sent by fax to the Operator's usual fax number at such premises, subject to receipt being actually acknowledged on behalf of the Operator.

In the case of service by the Operator of any document or notice on the Financial Adviser, service shall be by the following means: pre-paid post to the principal place of business of the Financial Adviser as set out in the application by the Financial Adviser, or such other place as is later advised by the Financial Adviser in writing for the purpose (receipt by the Financial Adviser shall be deemed to have occurred 48 hours from the time of posting); on delivery by hand to the foregoing place for service; fax to the Financial Adviser's fax number given in the foregoing application, or such other fax number as is advised by the Financial Adviser in writing for the purpose or email to the Financial Adviser's email address, receipt by the Financial Adviser being deemed to have occurred when the transmission is shown as complete.

General

The Financial Adviser may not assign, transfer or sub-contract its rights or obligations under these Terms of Business without the Operator's prior written consent.

These Terms of Business shall be governed by, and construed in accordance with, English law and the courts of England and Wales shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with them.

Any failure or delay by either party to exercise its rights under these Terms of Business shall not be construed as a waiver of any such rights, nor prejudice their enforcement in any way.

If any Court or other competent authority finds any of these Terms of Business to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions, which shall remain in full force and effect.

These Terms of Business may be relied on only by the Operator and the Financial Adviser and are not intended to be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any other party.

These Terms of Business constitute the entire agreement between the parties and supersede all other communications, letters of intent, representations or warranties relating to the subject matter which may have been made prior to the date hereof and no other representations or warranties can be relied upon other than those set out in the relationship.

Anti-bribery

The parties undertake that they shall take a zero-tolerance approach to bribery and shall observe the highest ethical standards in sourcing or introducing business and supplying or providing services.

The parties agree that neither they nor any associated person shall offer, promise or accept any payment or gift to or from any person (directly or indirectly) for the purpose of influencing a decision.

The parties undertake that they shall take an open and transparent approach to charging fees and that the amount and nature of any fees they receive, shall be communicated in a way that is fair, clear and not misleading and the parties warrant and represent that they are familiar with and shall comply strictly with all laws and regulations on bribery, corruption and prohibited business practices including but not limited to the Bribery Act 2010.

Please confirm details of the fees or commissions you charge, both initial and annual

Please outline the recruitment and training policy for advisers

3 Details for fee payments

Name of bank for payments

Account name

Bank address

Postcode

Sort code

Account number

4 Declaration

- I/we apply to enter into a business relationship with Curtis Banks PLC as a Financial Adviser
- I/we have read and agree to the foregoing Terms of Business for Financial Advisers
- I/we agree to Curtis Banks PLC making such searches and checks (including in relation to credit worthiness) on us as it sees fit.

To be signed by the individual or firm making this application:

Signature of applicant

Date

Contact number

Capacity