

Aviva Investors

Adviser Terms of Business

July 2025

Consent to our Terms of Business for Financial Advisers as Agent

Please complete all sections below and send to enquiries.mps@avivainvestors.com
You must inform us if any of the below details change.

Your details

Adviser Firm name:

PRINT full name of firm, which may be a legal or natural person, including a sole trader or partnership, limited liability company or partnership

Adviser Firm reference no:

Regulatory registration number(s) of the above named entity

Relevant regulatory authority(ies), e.g. FCA

Appointed Representative:

Yes if the Adviser Firm is an Appointed Representative of a principal firm or N/A

If applicable, PRINT name of principal firm, or else write N/A

Contact person(s) nominated for the receipt of notices under the Appendix

PRINT full name of person #1

If applicable, PRINT full name of person #2

PRINT address of person #1

If applicable, PRINT address of person #2

Acceptance and Agreement:

The Adviser Firm named above confirms agreement to these Terms.

Signature of authorised signatory

PRINT name of authorised signatory

Date signed

Aviva Investors Model Portfolio Service – Terms of Business for Financial Advisers

Introduction

Please read these terms of business (the **“Terms”**) carefully. These Terms apply to the relationship between you and Aviva Investors Global Services Limited (**“Aviva Investors”**, **“we”**, **“us”** and **“our”**) in respect of your use of the Model Portfolio Service for your Underlying Customers on Platforms.

In consideration of the mutual promises and covenants contained herein and any other good and valuable consideration, you will be bound by these Terms from the Effective Date.

Aviva Investors is an investment management firm that provides, among other services, the Model Portfolio Service via certain Platforms. Aviva Investors is authorised and regulated by the FCA, with registered number 119178. The FCA’s address is 12 Endeavour Square, London E20 1JN. We are registered in England and Wales with company number 01151805. Our registered office is at 80 Fenchurch Street, London, EC3M 4AE, United Kingdom.

The Financial Adviser (**“you”** and **“your”**) is a financial advisory firm that wishes to receive the Model Portfolio Service in its capacity as agent acting on behalf of its Underlying Customers. The Financial Adviser is either authorised and regulated by the FCA in the conduct of its investment business or exempt as an appointed representative of such an authorised person (as such term is defined in the FCA Rules).

The Financial Adviser wishes to access the Model Portfolio Service. Aviva Investors will treat you (and not your Underlying Customers) as our client for the purposes of the FCA Rules. The Financial Adviser is responsible for advising its Underlying Customers and carrying out appropriateness and suitability assessments in relation to the Model Portfolio Service and the Model Portfolios. The Financial Adviser may link the whole or part of an Underlying Customer’s Portfolio to a Model Portfolio. Once linked, an Underlying Customer’s Portfolio will be managed in line with the relevant Model Portfolio, unless and until the Financial Adviser no longer has access to the Model Portfolios for the benefit of its Underlying Customers.

1. Definitions and interpretation

1.1 The following definitions and rules of interpretation apply in these Terms.

“Affiliate”: in relation to either Party, the ultimate parent undertaking of that Party and any subsidiary of such parent undertaking for the time being (**“subsidiary”** and **“parent undertaking”** shall have the meanings given in the Companies Act 2006).

“Anti-Bribery and Corruption Laws”: includes the United Kingdom Bribery Act 2010, and any other anti-bribery or anti-corruption related provisions in criminal and competition laws and or anti-bribery or anti-corruption laws of the jurisdiction in which the Financial Adviser undertakes activities under these Terms, together with any amending, consolidating or successor legislation or case law which has effect from time to time in the relevant jurisdiction.

“Applicable Laws”: such laws, rules and regulations, including the FCA Rules, as are applicable to a Party in the conduct of its activities subject to these Terms.

“Authorised User”: any person you have authorised to access and provide instructions in relation to your Underlying Customers’ Portfolio(s) on the Platform which are linked to the Model Portfolios.

“Aviva Investors/us/we/our”: Aviva Investors Global Services Limited, registered in England and Wales, Company No. 01151805. Registered address, 80 Fenchurch Street, London EC3M 4AE.

“Business Day”: a day on which the London Stock Exchange is open for business.

“Confidential Information”: proprietary, commercially sensitive, secret or otherwise confidential information relating to a Party and/or its Affiliates, their respective or collective business, affairs, know-how, customers and/or suppliers obtained by another Party.

“Data Protection Laws”: all laws and regulations relating to the processing, privacy and/or use of personal data, as applicable to either Party, including the Data Protection Act 2018, the GDPR and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (each of these, as and when enacted and in force) and all law and regulations implementing or made under them, any amendment or re-enactment of them and, where applicable, the guidance and codes of practice issued by any applicable regulatory bodies or supervisory authorities.

“Effective Date”: as defined in Clause 12.

“FCA”: the Financial Conduct Authority of the United Kingdom.

“FCA Rules”: the handbook of rules and guidance issued by the FCA, as amended, updated or replaced from time to time.

“Financial Adviser/you/your”: the financial adviser (whether a legal or natural person, including a sole trader or partnership, limited liability company or partnership) on whose behalf these Terms have been signed.

“Fraud”: offences of fraud by false representation, fraud by failing to disclose information and fraud by abuse of position as defined in the Fraud Act 2006 and includes the Fraud itself and previous relevant UK laws.

“GDPR”: the General Data Protection Regulation (EU) 2016/679, as it forms part of domestic law in the UK by virtue of section 3 of the European Union (Withdrawal) Act 2018 (including as further amended or modified by the laws of the UK from time to time).

“Indemnified Persons”: Aviva Investors, any Affiliate and their directors, officers, employees and agents.

“Insolvency Event”: in relation to a Party means an event where:

- a) an order is made, or a resolution is passed, for the winding-up of that Party;
- b) an administration order is made in respect of that Party;
- c) a receiver (which expression shall include an administrative receiver) is appointed in respect of that Party;
- d) that Party is unable to pay its debts as they fall due within the meaning of Section 123 of the Insolvency Act 1986;
- e) any voluntary arrangement is proposed under Section 1 of the Insolvency Act 1986 in respect of that Party,

except where any of (a) to (e) above occurs for the sole purpose of undertaking a solvent amalgamation of that Party with one or more other parties or a solvent reconstruction of that Party.

“Investments”: any investment, including cash, rights and other assets of any description forming, or that may be acquired to form part of, the assets of any Portfolio.

“Investment List”: the list of Investments available via a Platform that are permitted to be held in a Portfolio.

“Intellectual Property”: trade marks, service marks, trade names and business names, design rights, copyright, database rights, rights in and to Confidential Information (including know how and trade secrets) and all other intellectual property rights including in relation to the Model Portfolios and any similar or analogous rights to any of these rights.

“Joint Money Laundering Steering Group”: the private body which produces detailed guidance for firms in the UK financial sector on how to comply with their legal and regulatory obligations related to anti-money laundering and terrorist financing, or any other relevant body whose guidance is endorsed by HM Treasury for the purposes of the Money Laundering Regulations in relation to the UK financial sector.

“Loss”: any loss, damage, fine, claim, cost, expense, liability, charge, demand, proceeding, tax and reasonable legal fees caused directly or indirectly.

“Model Portfolios”: the model portfolios created, managed and maintained by Aviva Investors in accordance with the relevant Model Portfolio Summary and which are made available on the Platform from time to time.

“Model Portfolio Service”: the discretionary management of the Model Portfolios designed and constructed by Aviva Investors, as described in these Terms.

“Model Portfolio Service Fee”: as defined in Clause 8.

“Model Portfolio Summary”: the document setting out details of the investment objectives, investment risks, target market and charges relating to each Model Portfolio, as amended from time to time.

“Money Laundering Regulations”: the Money Laundering Regulations 2017, as amended from time to time, and any other applicable laws and regulations regulating the prevention, detection, or control of money laundering or terrorist financing.

“Party”: Aviva Investors or the Financial Adviser, as the context requires, and “Parties” means both Aviva Investors and the Financial Adviser.

“Permitted Purpose”: the purpose of investing (on behalf of Underling Customers) in products or services on the Platform which are linked to the Model Portfolio(s) in accordance with these Terms.

“Platform”: an online service, provided by a third party, designed to hold an Underlying Customer’s Investments in one place, including the provision of transaction and administrative services, and through which Aviva Investors offers the Model Portfolio Service.

“Platform Provider”: a third party provider of the Platform and/or Platform related services (including transaction and administrative services), as the context requires.

“Platform Terms”: the relevant Platform’s terms of business or procedures required to be entered into by the Financial Adviser or an Underlying Customer (as appropriate) in order to be provided with access to a Platform.

“Portfolio”: a portfolio of Investments beneficially owned by an Underlying Customer and held on a Platform, including within a wrapper such as a self-invested personal pension, which is linked to a Model Portfolio or in respect of which Aviva Investors has otherwise been appointed to provide the Model Portfolio Service.

“Terms”: these terms (including the Appendix) and the relevant Model Portfolio Summary, as amended from time to time.

“Underlying Customers”: any of your customers for whom you act as agent in relation to the Model Portfolio Service provided under these Terms.

- 1.2 The headings in these Terms are inserted for convenience only and shall not affect their interpretation.
- 1.3 A reference to a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person’s personal representatives, successors or permitted assigns.
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural, and in the plural include the singular.
- 1.5 A reference to any party shall include that party’s personal representatives, successors and permitted assigns.
- 1.6 A reference to a statute or statutory provision is a reference to it as amended, extended, replaced or re-enacted from time to time, and shall include all subordinate legislation made under that statute or statutory provision.
- 1.7 A reference to writing or written includes electronic and email communications.
- 1.8 The words “include”, “includes” and “including” shall be construed as if they were followed by the words “without limitation”.

2. Relationship with Underlying Customers and Financial Adviser classification

- 2.1 In relation to the Model Portfolio Service, you confirm that you have authority to act as agent on behalf of your Underlying Customers, each of whom is the beneficial owner of the whole of his or her Portfolio, and that you have authority to act in accordance with these Terms, including being able to agree fees for which your Underlying Customers will be liable. You are responsible for ensuring that each of your Underlying Customers has entered into all appropriate Platform Terms with the relevant Platform Provider.
- 2.2 Aviva Investors will not have, nor will be deemed to have, any contractual, legal or regulatory relationship with your Underlying Customers. We will treat only you as our client in relation to all aspects of the Model Portfolio Service we provide to you under these Terms. You acknowledge and agree that you shall retain your client relationship with and associated duties to Underlying Customers.
- 2.2 Based on information obtained in respect of you, Aviva Investors has categorised you as a professional client for the purposes of the FCA Rules and in relation to the Model Portfolio Service provided under these Terms. It is your sole responsibility to keep Aviva Investors informed about any change to your circumstances which could affect our categorisation

of you as a professional client. You have the right at any time, although not retrospectively, to request in writing that Aviva Investors considers your reclassification as a retail client. However, it is not Aviva Investors' policy to accept requests to be treated as a retail client for the Model Portfolio Service provided under these Terms.

- 2.3 As a professional client we may presume that you have the necessary experience and knowledge to understand the risks involved in using the Model Portfolio Service, and that you have communicated any such risks to your Underlying Customers. We nonetheless draw your attention to the key risks which are set out in the Model Portfolio Summary.

3. Appointment and provision of the Model Portfolio Service

- 3.1 You hereby appoint us to provide the Model Portfolio Service in accordance with these Terms, including the Appendix and the Model Portfolio Summary which form part of these Terms. We shall provide the Model Portfolio Service only when we have confirmation to our satisfaction that you have the necessary access to the Model Portfolios via the applicable Platform. We shall not be required to provide any services to you until you have provided all funds, documentation and information required by us or the relevant Platform Provider.
- 3.2 By appointing us to provide the Model Portfolio Service under these Terms, Aviva Investors will provide you with access to Model Portfolios in line with the level of risk that has been described in the relevant Model Portfolio Summary. In providing the Model Portfolio Service, we will have complete discretion (and without prior reference to you) to:
- a) determine the appropriate asset allocations to represent the investment objective and risk profile of the Model Portfolio as set out in the applicable Model Portfolio Summary, and to select the Investments to populate each Model Portfolio (subject to the Investment List). We may invest any amount we deem appropriate in a single investment, asset type or issuer, subject to remaining within the risk parameters as set out in the Model Portfolio Summary;
 - b) change the composition of a wModel Portfolio and thereby instruct the relevant Platform Provider to buy, sell, retain, convert, exchange or otherwise deal in Investments held in your Underlying Customers' Portfolios; and
 - c) otherwise act as we think appropriate in relation to the management of the Model Portfolio(s) and your Underlying Customers' Portfolios (or part thereof), that are linked to a Model Portfolio.
- 3.3 Aviva Investors shall be entitled to instruct the relevant Platform in relation to the implementation of Model Portfolios via the Platform. The Financial Adviser acknowledges and agrees that the Investments which may be included within a Model Portfolio are restricted to those included in the Investment List, and the dealing terms and charges which apply in respect of Investments within a Model Portfolio will be those applicable to the relevant Platform from time to time.
- 3.4 We will review the Model Portfolios from time to time as we consider appropriate and may instruct changes to the asset allocation and/or Investments selected, or instruct a rebalancing, with the aim of continued alignment of each Model Portfolio with the particular investment objective and risk profile underlying its composition as set out in the relevant Model Portfolio Summary, but there is no guarantee that the objective will be achieved. If we intend to implement material changes to the Model Portfolio Summary, we will provide you with at least sixty (60) calendar days' notice. Material changes to the

Model Portfolio Summary include any change to the investment objective or target market. For the avoidance of doubt, changes to the strategic or tactical asset allocation of a Model Portfolio are not considered a material change which would require notification.

- 3.5 Without prejudice to our right to terminate these Terms in accordance with Clause 13, Aviva Investors may unilaterally restrict or withdraw the availability of the Model Portfolio(s) or the Model Portfolio Service at our discretion if their continued availability becomes impossible or impractical in our opinion, including as a result of a change in legal or regulatory requirements, or any circumstances beyond our reasonable control. We may also restrict or withdraw the availability of any Model Portfolio(s) or the Model Portfolio Service at our discretion in other circumstances, provided we give you sixty (60) calendar days' notice. If this happens, your Underlying Customers' Portfolios may be delinked from the relevant Model Portfolio(s) and we will notify you of when this will occur. We shall not be liable for any Loss that results.
- 3.6 The Financial Adviser acknowledges and agrees that the Model Portfolio Service:
- a) shall be provided in relation to Portfolios that the Financial Adviser has linked (in full or in part) to a Model Portfolio, until such time as these Terms are terminated and/or your access to the Model Portfolios or the Model Portfolio Services is otherwise withdrawn. Aviva Investors will not know which of your Underlying Customers are linked to the Model Portfolios and will have no involvement in allocating your Underlying Customers to particular Model Portfolios, nor in the initial, periodic or ongoing assessment of suitability of a Model Portfolio for any Underlying Customer;
 - b) does not include execution, dealing, custody and administration in the implementation of the Model Portfolios, or the provision of reporting to Underlying Customers, which is the responsibility of the relevant Platform, as reflected in the Platform Terms. It will be the Platform Provider's responsibility to execute orders in line with its order execution policy, which is available to the Financial Adviser on the relevant Platform website or from the relevant Platform upon request;
 - c) does not include disclosure of dealing terms and charges applicable to Investments or reporting (including valuations, trade confirmations, regular statements and event driven reports, as well as any tax-related matters) to you and your Underlying Customers in respect of transactions carried out, and Investments held, on the Platform, which will be the responsibility of the relevant Platform;
 - d) does not include providing investment advice or personal recommendations to the Financial Adviser or to Underlying Customers, whether in relation to Model Portfolios or the Model Portfolio Service in general; and
 - e) shall not involve Aviva Investors having any responsibility for monitoring or supervising the performance of any Platform.
- 3.7 Aviva Investors may at its discretion decline your request for access to Model Portfolios or the provision of the Model Portfolio Service in general at any time and without providing any reason, including in respect to some, but not all, Platforms, and will notify you accordingly.
- 3.8 Neither you nor the Underlying Customer may request changes to any Model Portfolio or instruct us to deal in a particular Investment in respect of any of your Underlying Customers' Portfolios which are linked to a Model Portfolio.

- 3.9 Aviva Investors will not take account of income tax, capital gains tax or any other taxes or fiscal liabilities when providing you with the Model Portfolio Service. Furthermore, when constructing and/or trading the assets of the Model Portfolios, Aviva Investors does not consider the tax status of any of your Underlying Customers nor the tax consequences of buying or selling the assets held in the Model Portfolios.
- 3.10 Aviva Investors shall be entitled to rely on all information and/or documentation provided by or on your behalf as true, complete and not misleading in any way, and shall not be obliged to verify the accuracy of such information or carry out any checks on it.

4. Regulatory obligation to act to deliver good outcomes for retail clients

- 4.1 We acknowledge that the Model Portfolios may be linked to Portfolios which are beneficially owned by retail clients. Where this is the case, we will be under a regulatory obligation to act to deliver good outcomes for retail clients when:
- a) developing a target market for each Model Portfolio;
 - b) ensuring that each Model Portfolio is designed to meet the needs and objectives of retail clients in general; and
 - c) assessing the value of the Model Portfolio Service.
- 4.2 You acknowledge that you will be under a regulatory obligation to act to deliver good outcomes for your Underlying Customers in the design and delivery of your advisory services. You further agree that you are responsible for the overall outcomes being delivered for your Underlying Customer in relation to the Model Portfolio Service. This includes:
- a) assessing the appropriateness of the Model Portfolio Service and the initial and ongoing suitability of the Model Portfolios for Underlying Customers in accordance with the FCA Rules. This includes responsibility for assessing each Underlying Customer's attitude to risk and capacity for loss;
 - b) assessing changes in appropriateness or suitability and advising the Underlying Customer if the Model Portfolio Service or relevant Model Portfolio is no longer considered appropriate or suitable (as applicable) for the Underlying Customer's circumstances;
 - c) ensuring that only the Portfolios of Underlying Customers who fall within the relevant target market, as specified in the relevant Model Portfolio Summary, are linked to Model Portfolios;
 - d) ensuring that the Model Portfolio Service is understood by your Underlying Customers and that your Underlying Customers have been provided with all necessary information regarding the Model Portfolio Service, including the Model Portfolio Summary and all applicable fees and charges that the Underlying Customer may incur in connection with the Model Portfolio Service;
 - e) ensuring that the overall cost to your Underlying Customers, including all product and distribution charges in the distribution chain, provides fair value; and
 - f) ensuring all communications with Underlying Customers are clear, fair and not misleading in compliance with the FCA Rules.
- 4.3 For the avoidance of doubt, as we treat you as our client for the purposes of the FCA Rules, we do not have any responsibility for ensuring the initial or ongoing suitability of the Model Portfolio Service or any particular Model Portfolio for an Underlying Customer.

- 4.4 You agree that you will only recommend a Model Portfolio to an Underlying Customer who falls within the relevant target market, as specified in the most recent Model Portfolio Summary. You undertake to immediately delink a Portfolio from a Model Portfolio if you become aware that the relevant Underlying Customer is no longer within the target market for that Model Portfolio.
- 4.5 You agree to promptly provide to us any information that we may reasonably request from time to time to support our compliance with our regulatory obligations. This may include:
- a) information which we may require to ensure that each Model Portfolio remains consistent with the needs, characteristics and objectives of their target market;
 - b) information on any post-sale review carried out by you which is relevant to the design of a Model Portfolio or its target market; and
 - c) responses to any distributor surveys that we may send to you.

5. Responsibilities in relation to the use of a Platform

- 5.1 The Financial Adviser is responsible for:
- a) advising Underlying Customers on the selection, appointment, and ongoing appropriateness of the relevant Platform in relation to the provision of the Model Portfolio Service;
 - b) ensuring Underlying Customers have entered into all appropriate agreements with the relevant Platform Provider(s);
 - c) ensuring that the authority of Underlying Customers for the Model Portfolio Fee to be deducted and paid from their relevant Portfolios and other accounts on the Platform has been validly obtained and submitted to the Platform Provider in accordance with their relevant procedures;
 - d) ensuring appropriate access to the relevant Platform for each Underlying Customer and linking some or all of an Underlying Customer's Portfolio to the chosen Model Portfolio(s);
 - e) delinking the Underlying Customer's Portfolio from the chosen Model Portfolio(s) including in situations where the Underlying Customer is no longer within the target market for that Model Portfolio; and
 - f) arranging access to the relevant Platform for Authorised Users in accordance with the Platform's procedures and ensuring that both the Financial Adviser and any Authorised Users comply with all relevant Platform Terms and procedures required by the Platform.
- 5.2 In making the Model Portfolio Service available via a Platform, Aviva Investors does not accept any responsibility or liability for the acts or omissions of that Platform, including the Platform incorrectly administering any Model Portfolio(s), either generally or in relation to any specific Portfolio.

6. Money Laundering, Sanctions, Anti-Bribery & Corruption Laws, Prevention of the Facilitation of Tax Evasion and Fraud

- 6.1 In providing its Underlying Customers with access to the Model Portfolios, the Financial Adviser is responsible for compliance with Applicable Laws in relation to anti-money laundering and financial crime (including the Money Laundering Regulations) and with the Joint Money Laundering Steering Group's Guidance Notes for the Financial Sector. In particular, you acknowledge and agree that you are responsible for obtaining and recording evidence of the identity of your Underlying Customers and source of contributions in

compliance with Applicable Laws in relation to anti-money laundering and financial crime, and agree to provide us with any information we reasonably request in order to comply with our obligations under Applicable Laws.

- 6.2 In accordance with Applicable Laws, the Financial Adviser shall operate effective screening processes to guard against making economic resources or financial services available to sanctioned individuals or entities administered by HM Treasury, the European Union and the United States and take appropriate measures should its screening identify such sanctioned individuals or entities.
- 6.3 It is Aviva Investors' policy to comply with all Applicable Laws, including Anti-Bribery and Corruption Laws and applicable statutes, regulations and guidance imposed in connection with the prevention of the facilitation of UK and non-UK tax evasion. To the extent that any such laws apply to the Financial Adviser, its business or its officers, agents, sub-contractors, or employees in any relevant jurisdiction, in providing regulated services to Underlying Customers and introducing business to Aviva Investors, the Financial Adviser represents that it, its business and its officers and employees are compliant and will remain compliant with such Applicable Laws.
- 6.4 The Financial Adviser agrees that it will have in place adequate and effective procedures for detecting, monitoring and investigating bribery and corruption and for the prevention of the facilitation of UK and non-UK tax evasion by another person.
- 6.5 It is Aviva Investors' policy to comply with all Applicable Laws in connection with Fraud. To the extent that any Applicable Laws and/or obligations apply in connection with Fraud to the Financial Adviser, its business in any relevant jurisdiction, in providing regulated services to Underlying Customers and introducing business to Aviva Investors, the Financial Adviser represents that it, its business and its officers and employees are compliant and will remain compliant with such Applicable Laws and/or obligations and that shall include ensuring that its officers and employees undertake reasonable levels of training in relation to Fraud.
- 6.6 The Financial Adviser agrees that it will have in place adequate and effective procedures for detecting, monitoring and investigating Fraud and will report promptly to Aviva Investors in writing any breaches of compliance which are relevant to these Terms. Aviva Investors reserves the right to perform its own investigation if it suspects there has been fraudulent activity and the Financial Adviser agrees to provide all reasonable assistance if Aviva Investors decides to do this.

7. Intellectual Property and Trade Marks

- 7.1 The Financial Adviser acknowledges that the Model Portfolios and any changes thereto are based on Aviva Investors' investment models and that in entering into these Terms the Financial Adviser:
 - a) does not acquire any intellectual property rights in such investment models, which remain the exclusive property of Aviva Investors or our licensors;
 - b) shall be permitted to access and use the Model Portfolios solely for the Permitted Purpose in accordance with these Terms; and
 - c) shall not, and shall procure that its, or its Affiliates' and their respective principals, directors, officers, employees or agents shall not, use or replicate all or a significant proportion of the composition of one or more Model Portfolios for any other purpose.

- 7.2 You shall immediately notify us of any actual, threatened or suspected infringement of any of Aviva Investors' intellectual property rights in connection with the Model Portfolios of which you become aware.
- 7.3 The Aviva Investors name and logo ("**Marks**") together with all associated goodwill and trade mark registrations in respect of them, belong to Aviva Investors. As such:
- a) the Financial Adviser may only use the Marks for the purposes of carrying out the Financial Adviser's responsibilities under these Terms;
 - b) the Marks may only be used on material and documents provided by Aviva Investors; and
 - c) the Financial Adviser will not do, or authorise any third party to do, any act that would or might invalidate or be inconsistent with any intellectual property right that Aviva Investors holds in such Marks or which would damage or dilute the value or reputation of the Marks (or any goodwill therein) or that of Aviva Investors.
- 7.4 You shall not refer to Aviva Investors or any of its Affiliates in any promotional or marketing materials, without the prior written consent of Aviva Investors. Aviva Investors and its Affiliates shall not be responsible for the information contained in those materials.

8. Fees

- 8.1 Aviva Investors will charge a fee for the provision of the Model Portfolio Service (the "**Model Portfolio Service Fee**"). The Model Portfolio Service Fee is detailed in the "charges" section of the Model Portfolio Summary. The Model Portfolio Service Fee will be calculated by the relevant Platform and based on the value of assets (including cash where applicable) in each of the Underlying Customers' Portfolios on the Platform which are linked to the Model Portfolios.
- 8.2 The Model Portfolio Service Fee shall be calculated and deducted by the Platform Provider, at such intervals determined by the relevant Platform Provider's processes, from your Underlying Customers' relevant Portfolio(s) and/or account(s) on the Platform. It will be paid to us by the Platform Provider in accordance with their procedures, which may include selling Investments to cover any outstanding fees should there not be enough cash on the Underlying Customer's relevant Portfolio(s) and/or other account(s) on the Platform to cover these. You shall be responsible for ensuring that a sufficient cash balance is maintained in your Underlying Customers' relevant Portfolio(s) and/or other account(s) on the Platform in order for the Model Portfolio Service Fee to be paid when due.
- 8.3 You shall ensure that the authority of each Underlying Customer for Investments to be realised to pay for the Model Portfolio Service Fee, and for the Model Portfolio Service Fee to be deducted from their relevant Portfolio(s) and/or other accounts on the Platform, has been validly obtained and submitted to the Platform Provider before you select any Model Portfolio on the Platform on behalf of that Underlying Customer.
- 8.4 The Model Portfolio Service Fee will be in addition to the other charges and expenses that Underlying Customers may incur in relation to the Investments in their Portfolios (for example, dealing charges applicable to Investments held within the Model Portfolio). The Financial Adviser undertakes to notify Underlying Customers of all applicable fees and charges, including any Platform and product charges they may incur as a result of investing in Model Portfolios.

- 8.5 The Model Portfolios invest in funds that are managed by Aviva Investors and by third-party asset managers. Aviva Investors receives remuneration for its services in respect of the Aviva Investors funds held by the Model Portfolios (typically a fund management fee). This fund management fee is deducted at source and reflected in the share price of the underlying funds. The fund management fee is in addition to the Model Portfolio Service Fee.
- 8.6 We reserve the right to amend the fee structure by providing you with sixty (60) calendar days' notice in writing. You undertake to inform your Underlying Customers of any change to the Model Portfolio Service Fee that may apply from time to time, before the change comes into effect.
- 8.7 If there is a discrepancy between the fee detailed in the "charges" section of the Model Portfolio Summary and the fee displayed on the Platform, the Model Portfolio Service Fee in the Model Portfolio Summary will apply.
- 8.8 You shall not be entitled to withhold, reduce or delay payment of any sum payable to Aviva Investors by reason of any purported right of set-off, counterclaim, lien or similar right.

9. Representations, Warranties and Undertakings

- 9.1 Each Party represents, warrants, and undertakes for the benefit of the other that:
- a) if it is a body corporate, it is properly incorporated, registered and validly existing under Applicable Laws;
 - b) it has full power and authority to carry on its business as it is presently being conducted and to enter into and perform its obligations as specified by these Terms;
 - c) it has taken all corporate (if applicable) and other action necessary to authorise the execution and performance of these Terms so that these Terms are fully valid and binding on and enforceable against it; and
 - d) all authorisations necessary for or in connection with the execution, validity, performance and enforceability of these Terms have been obtained and are fully effective.
- 9.2 You, the Financial Adviser, represent, warrant and undertake on a continuing basis that you:
- a) are duly authorised by the FCA or PRA to carry on regulated activities relevant to our relationship under these Terms, or you are exempt as an appointed representative of such an authorised person (as such terms are defined in the FCA Rules), and shall have and maintain in effect all necessary licences, authorisations, consents or approvals of any governmental or other regulatory body relevant to our relationship under these Terms;
 - b) are the duly authorised agent of each Underlying Customer, each of whom is the beneficial owner of its Portfolio, and will ensure that your written agreement with your Underlying Customer(s) provides you with authority to appoint Aviva Investors to manage your Underlying Customers' investments and includes all relevant information and disclosures in relation to that authority and appointment (including that you are responsible for not only advising the Underlying Customer as to the suitability of the Model Portfolio Service but also the selection of a Model Portfolio and monitoring that the Model Portfolio is suitable for the Underlying Customer at all times, and explaining that there is no direct contract between the Underlying Customer and Aviva Investors);
 - c) have obtained evidence of the identity of your Underlying Customers and the source of contributions in compliance with all money laundering obligations;

- d) will comply with Applicable Laws at all times in relation to your business and use of the Model Portfolios, including all relevant requirements relating to your role as Financial Adviser to Underlying Customers;
 - e) will use the Model Portfolio Service and access the Model Portfolios strictly only for the Permitted Purpose and on and subject to these Terms;
 - f) will cooperate with us in all matters relating to the Model Portfolio Service, including by promptly providing Aviva Investors with all information or documents that are reasonably necessary to enable Aviva Investors to discharge its functions under these Terms or Applicable Laws or which Aviva Investors may reasonably request for such purpose; and
 - g) maintain professional indemnity insurance in accordance with the requirements of the FCA.
- 9.3 If any of the above changes you will notify us immediately.
- 9.4 Each Party acknowledges that they have entered into these Terms in reliance on the representations and warranties given by the other Party contained in these Terms.
- 9.5 The Financial Adviser shall not act as the agent of Aviva Investors and shall have no authority to make representations for, act in the name or on behalf of or otherwise bind, Aviva Investors in any way. The Financial Adviser shall not do any of the following:
- a) sign or amend any documents on Aviva Investors' behalf;
 - b) bind Aviva Investors to any contract with any third party; or
 - c) make any statements or promises or representations of any kind which bind or purport to bind Aviva Investors or hold itself out as having authority to make such representation.

10. Liability and Indemnity

- 10.1 Aviva Investors (and where relevant its officers, employees and agents) shall not be liable to the Financial Adviser for any Loss suffered by the Financial Adviser in respect of the Model Portfolio Service or under or in connection with these Terms, except where the Loss has arisen directly as a result of:
- a) a breach by Aviva Investors of these Terms; or
 - b) Aviva Investors' negligence, fraud or wilful default in providing the Model Portfolio Service in accordance with these Terms.
- 10.2 In no circumstances shall Aviva Investors be liable for:
- a) loss of business or loss of profits (whether direct or indirect loss), or any indirect, incidental, special or consequential loss or damage of any nature whatsoever, whether or not the possibility of such loss or damage was known or reasonably foreseeable, and howsoever arising whether through the law of contract, tort (including negligence) or otherwise;
 - b) Loss arising as a result of a delay in accessing the Model Portfolio Service or lack of availability of the Platform for any reason;
 - c) Loss arising as a result of or in connection with any interruption to or prevention of the performance of Aviva Investors' obligations caused by an event or circumstance not reasonably within Aviva Investors' control (including delays or inaccuracies in the transmission of instructions or other information (or any resulting action or failure to act); the breakdown, or failure or malfunction, of any telecommunications or computer services; acts of God, pandemics, natural disasters, flood, fire, industrial disputes;

failure of third parties to carry out their obligations; acts of governmental or other similar authorities; market conditions, e.g., changes in the price or valuation of certain investments brought about solely through market forces or movements in the market; and/or terrorist acts or acts of war), whether affecting Aviva Investors or the Platform Provider or any of Aviva Investors' or their contractors, and Aviva Investors' obligations shall be suspended for so long as such event or circumstance continues;

- d) differences in the composition, performance and profitability between Underlying Customers' Portfolios where those Portfolios are aligned to the same Model Portfolio (such as from the timing of dealing or rebalancing, transaction size limits, failed trades, or the realisation/withdrawals of assets);
 - e) adverse tax consequence affecting the Portfolio(s) aligned to Model Portfolio(s);
 - f) Loss that you or others may incur as a result of our being unable to provide the Model Portfolio Service (or any aspect of it) due to any Applicable Laws;
 - g) act or omission by you or any third party (including a Platform Provider or any of its employees, contractors or agents).
- 10.3 Notwithstanding any other provision in these Terms, no warranty, assurance, undertaking or guarantee is given by Aviva Investors as to the performance, returns, increase in value or retention of value or profitability of the Model Portfolios, Portfolios or Investments (or any part thereof), or that any performance target, performance benchmark, any investment objective or strategy or any other target or measure of performance will be successfully achieved over any period or in whole or in part. Aviva Investors shall not be required to adjust the active risk or any other parameter in order to compensate for any over or underperformance relative to the above referenced metrics in any current or prior period.
- 10.4 The Financial Adviser shall indemnify the Indemnified Persons against any and all Loss paid, suffered or incurred by an Indemnified Person arising as a result of:
- a) any breach by the Financial Adviser of its obligations under these Terms or Applicable Laws, including any Loss incurred or suffered as a result of accepting business from you whilst you are not authorised or exempt;
 - b) any fraud or fraudulent misrepresentation on the part of the Financial Adviser, whether in relation to its dealings with Aviva Investors or its Underlying Customers.
- 10.5 Nothing in these Terms shall exclude or restrict any duty or liability Aviva Investors may have to you under Applicable Laws or the regulatory system.

11. Conflicts of Interest and Compensation

- 11.1 We have a legal and regulatory obligation to take all appropriate steps to identify and to manage or prevent conflicts of interest from arising. We maintain a policy for identifying and managing conflicts of interest (our **"Conflicts of Interest Policy"**) which sets out the types of actual or potential conflicts of interest which affect our business and provides details of how these are managed. Our Conflicts of Interest Policy is available on request or on our website.
- 11.2 You acknowledge that we may provide the Model Portfolio Service under these Terms in circumstances where we have, directly or indirectly, a material interest or a relationship of any description with another party which may involve a potential conflict with our duty to you. We will take all reasonable steps to ensure that the Model Portfolio Service is provided on terms which are not materially less favourable to you than if the potential conflict had not existed.

- 11.3 Aviva Investors, its Affiliates and its and their directors, officers, or employees may provide the services under these Terms and similar services and activities to other clients and shall not, in the course of providing such services or activities, be deemed to be acting in conflict with your interests.
- 11.4 In accordance with Applicable Laws, Aviva Investors shall disclose to you any events that may give rise to possible conflicts of interest, where our Conflicts of Interest Policy and arrangements are not sufficient to ensure, with reasonable confidence, that the risks of damage to your interests will be prevented. Save as otherwise required by Applicable Laws, Aviva Investors shall be liable to account to you for any profit, commission or remuneration made or received from or by reason of any transactions performed with respect to assets included in the Model Portfolios or to disclose the same or the identity of any other client or counterparty involved in such transactions.
- 11.5 Aviva Investors is covered by the Financial Services Compensation Scheme in the United Kingdom. Please note that most per se professional clients will not be eligible for compensation.

12. Effective Date and Termination

- 12.1 These Terms shall be effective as of the date of signature by you (the **“Effective Date”**).
- 12.2 Either Party may terminate these Terms by giving not less than sixty (60) calendar days’ written notice to the other Party.
- 12.3 Either Party may terminate these Terms by giving written notice to the other Party with effect immediately (or upon such later date as is specified in the notice) if:
- a) the other Party is in material breach of these Terms where such material breach is not capable of being remedied or, in the case of material breach that is capable of remedy, where the other Party has failed to remedy such material breach within twenty (20) Business Days’ of a written request to do so;
 - b) the other Party ceases to hold any authorisation, permission or approval required to discharge its obligations under these Terms;
 - c) the other Party suffers an Insolvency Event;
 - d) the other Party is the subject of any formal disciplinary investigation or sanction by the FCA or any other competent regulatory authority which is directly relevant to the activities performed by that Party under or in connection with these Terms, or any legal action or claim that would materially affecting the ability of that Party to perform its obligations under these Terms; or
 - e) so required by the FCA or any other competent regulatory authority.
- 12.4 Aviva Investors further reserves the right to terminate these Terms or to cease providing the Model Portfolio Service by giving written notice to you and with effect immediately (or upon such later date as is specified in the notice) if it becomes impossible or impractical, in our reasonable opinion, to continue the service as a result of a change in Applicable Laws or any other circumstance beyond our reasonable control, including any suspension or termination of our or your access to the Platform.
- 12.5 On termination of these Terms for any reason:
- a) Aviva Investors shall cease to have any obligation to provide or review Model Portfolios under these Terms;

- b) you shall no longer be entitled to access and use the Model Portfolios, and we may instruct the Platform Provider to withdraw your permissions to access Model Portfolios via the Platform;
 - c) you shall be responsible for informing and advising your Underlying Customers in respect of such termination.
- 12.6 Where an Underlying Customer, whose Portfolio is linked to a Model Portfolio, terminates their relationship with you,
- a) you undertake to make all reasonable efforts to ensure that the Underlying Customer fully understands the consequences of termination (including that we will not become responsible, in your place, for any suitability obligations in relation to the Underlying Customer's investments) and either: (i) appoints another adviser who has entered into these Terms with us; or (ii) instructs you to delink their Portfolio from the relevant Model Portfolio(s).

You must keep records of all such communication and must provide copies of these to us upon our reasonable request. We reserve the right to instruct the Platform to delink any of your Underlying Customers' Portfolios from the Model Portfolios if you have not done so.

- 12.7 Termination of our relationship under these Terms will not affect any obligations, rights or remedies that have become due or accrued prior to the date of termination, nor the coming into or continuance in force of any provision which is expressly or by implication intended to come into or continue in force on or after termination (including Clauses 7 (Intellectual Property and Trade Marks), 10 (Liability and Indemnity), 16 (Confidentiality), 17 (Data Protection), and 20 (Telephone and electronic communications recording) which shall survive the termination of these Terms). For the avoidance of doubt, Aviva Investors shall be entitled to accrued Model Portfolio Service Fees due in respect of the period up to the date of termination and a Platform Provider may realise any assets as appropriate to pay any Model Portfolio Service Fees due to us.

13. Client Money and Safe Custody

- 13.1 The relevant Platform is responsible for the provision of safe custody and administration services in respect of the Portfolios including where they are linked to a Model Portfolio(s).
- 13.2 Aviva Investors does not handle client money. Any payments into or out of the Portfolios will be made through the relevant Platform in accordance with its terms and conditions. Accordingly, we shall have no responsibility to you for custodial activities in the implementation of the Model Portfolios or for compliance with the FCA rules and other Applicable Laws in relation to any such custody or client money related activities.

14. Valuations, Confirmations and Periodic Statements

- 14.1 The Platform Provider will be responsible for carrying out transaction reporting as required under Applicable Laws. The Platform Provider's role further includes providing periodic statements for Portfolios (including a valuation of the assets and confirmation of any transactions in relation to the Portfolios of your Underlying Customers) and confirmations of transactions carried out in accordance with Applicable Laws.

15. Notice

- 15.1 A notice or other communication given to a Party under or in connection with these Terms shall be:
- a) in writing and in English;
 - b) signed by an authorised representative on behalf of the Party giving it; and
 - c) sent by a method listed in this Clause 15.
- 15.2 Any notice or communication given under these Terms will be given by sending the same by hand; prepaid first class post (airmail in the case of overseas mail); or, subject to subparagraph (d) below, by electronic mail (“email”); such notice to be addressed, dispatched or delivered (as the case may be other than in relation to email instructions) to the contact person indicated in writing by you or us (as the case may be) and subject thereto shall be deemed to have been received as follows:
- a) if delivery is by hand, on actual receipt if served on a Business Day failing which on the next Business Day;
 - b) if delivery is by post, forty eight (48) hours after posting if this ends on a Business Day failing which on the next Business Day;
 - c) if sent by electronic messaging system including email, on the date that the email is acknowledged by the recipient, unless the date of delivery or that receipt, as applicable, is not a Business Day or that notice is delivered, received or acknowledged, as applicable, after 5 pm local time of the recipient on a Business Day, in which case that notice shall be deemed given and effective on the first following day that is a Business Day.
- 15.3 Aviva Investors will not be liable for any failure to give effect to any notice or communication until it is received by a contact person or persons detailed below in the Appendix (Addresses and Contact Information for Notices and Directions).
- 15.4 You agree that:
- a) Aviva Investors shall not be liable to you for any delay in or failure of delivery (for whatever reason) of any instructions sent via email. You acknowledge that Aviva Investors cannot guarantee the security of electronic messaging systems and email communications are at your own risk;
 - b) you shall be solely liable for any costs, interests, or any other charges incurred by you as a result of delay in or failure of delivery or misdirection of any email instructions; and
 - c) Aviva Investors may rely and act on any transaction or communication which purports to have been given (and which is reasonably accepted as having been given) by or on behalf of any person notified by you from time to time as being authorised to instruct Aviva Investors, by whatever means transmitted and unless Aviva Investors shall have received written notice to the contrary, whether or not the authority of any such person shall have been terminated.

16. Confidentiality

- 16.1 Each Party undertakes to the other that it will keep confidential all Confidential Information and will not disclose it to any other person other than in the circumstances set out in Clause 16.2 except that this Clause 16 will not apply to Confidential Information which:

- a) was already in the possession of the disclosing Party before it was received from the other Party, provided that the information was obtained in the normal course of business and is not clearly marked as confidential;
 - b) is in, or comes into, the public domain (otherwise than as a result of a breach of a contractual obligation of confidentiality by the disclosing Party);
 - c) was independently developed by the disclosing Party without use of the Confidential Information;
 - d) the disclosing Party is required to disclose by Applicable Laws, the order or ruling of any court or administrative body of competent jurisdiction, or the rules and regulations of the FCA or any other regulatory or governmental authority, or stock exchange.
- 16.2 Each Party may disclose Confidential Information to its Affiliates and its and their employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with these Terms. Each Party shall ensure that its Affiliates and its and their employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other Party's Confidential Information comply with this Clause 16.
- 16.3 For the avoidance of doubt, all Aviva Investors intellectual property shall also constitute Confidential Information of Aviva Investors (for the purpose of this Clause 16) and will be treated as such.

17. Data Protection

- 17.1 In this Clause, **“Controller”**, **“Personal Data”**, and **“Process/ Processing”** shall have the same meaning as in the Data Protection Laws.
- 17.2 The Parties acknowledge that each Party will act as a separate and independent Controller in relation to the Personal Data which they Process pursuant to these Terms.
- 17.3 The Parties shall each comply with their respective obligations under the Data Protection Laws in respect of their Processing of Personal Data.

18. Exclusivity

- 18.1 These Terms do not obligate either Party to conduct business exclusively with the other party. In particular, you acknowledge that Aviva Investors and its Affiliates are free to render similar services and/or the same Model Portfolio Service and Model Portfolio(s) to other clients, as well as to retain for our own use and benefit all fees and other monies payable thereby. Aviva Investors shall not be deemed to be affected with notice of or to be under any duty to disclose to you any fact or information which may come to the notice of Aviva Investors in connection with the provision of similar services or the same Model Portfolio Service to other clients or in the course of its (or its Affiliates') business in any other capacity or in any manner whatsoever.

19. No Partnership or Agency

- 19.1 These Terms shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties, other than the rights and obligations expressly set out in these Terms. Neither Party shall make or hold itself out as having authority to make any commitments on behalf of the other Party.

20. Telephone and electronic communications recording

20.1 Aviva Investors and/or its Affiliates may record telephone, email, electronic or similar conversations with you and your employees, agents, contractors, and any other representatives. You acknowledge that this processing is necessary for compliance with regulatory obligations to which Aviva Investors is subject and shall ensure that you have obtained all necessary consents from such persons to such recording.

21. Record Keeping

- 21.1 Records in relation to any instructions from the Financial Adviser will be kept by Aviva Investors for a period of five (5) years and, where requested by the FCA, for up to seven (7) years.
- 21.2 Record keeping of the documents agreed between Aviva Investors and the Financial Adviser which sets out the rights and obligations of the Parties and the terms on which Aviva Investors provides services under these Terms shall be maintained by Aviva Investors for at least the duration of the relationship with the Financial Adviser.
- 21.3 The type of records that Aviva Investors must record and retain in relation to Financial Adviser orders and transactions will be recorded and retained by Aviva Investors in accordance with FCA Rules.

22. Complaints

- 22.1 Any complaints regarding the Model Portfolio Service should in the first instance be made in writing to our Model Portfolio Service Relationship Team. Subsequently, you may have a right to complain directly to the Financial Ombudsman Service. A copy of our complaints management policy is available on our website and will otherwise be provided in accordance with the FCA rules.
- 22.2 The Financial Adviser acknowledges and agrees that Aviva Investors shall not be responsible for the resolution of any complaint or dispute which concerns the services provided to Underlying Customers by the Financial Adviser or any third party including the relevant Platform Provider.
- 22.3 The Financial Adviser shall promptly provide information regarding any complaints received from Underlying Customers in relation to the Model Portfolio(s) or the Model Portfolio Service to Aviva Investors.

23. Entire Agreement

- 23.1 These Terms (including the Model Portfolio Summary and Appendix) constitutes the whole agreement between the Parties in respect of the subject matter and supersedes any previous draft, agreement, arrangement or understanding between the Parties, whether in writing or not, relating to its subject matter.
- 23.2 Each Party acknowledges that, in entering into these Terms, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in these Terms.
- 23.3 Nothing in this Clause shall limit or exclude any liability for fraud.

24. Assignment, variation and delegation

- 24.1 These Terms will be binding on each Party's successors or permitted assignees. You agree that we may transfer our rights and obligations under these Terms to a purchaser of all or substantially all our assets or business involved in the performance of these Terms, or another appropriately authorised member of our corporate group from time to time, by giving you written notice. You shall not assign or transfer any of your rights or obligations under these Terms without our prior written consent (such consent not to be unreasonably withheld or delayed).
- 24.2 Aviva Investors may vary these Terms from time to time by giving you notice, including by making a revised version available to you or notice on the relevant Platform, in order to:
- a) reflect any changes to the Model Portfolio Service or Model Portfolios we offer under these Terms, including any changes to the objective, strategy or target market of a Model Portfolio, or changes to our systems, our processes and procedures, market practice or customer requirements;
 - b) reflect or respond to changes in general practice in the investment management industry;
 - c) comply with or meet any change in taxation, Applicable Laws or interpretation of Applicable Laws, decisions or recommendations of an ombudsman, the FCA, or similar person, or any code of practice; or
 - d) correct any inaccuracies, omissions, errors or ambiguities.
- 24.3 Changes that are outside our control (including, for example, changes required as a result of a change in Applicable Laws) or which are not to your disadvantage (including, for example, changes that relate only to the provision of information or correcting typographical errors) may take effect immediately or as notified to you. Where reasonably practical, all other changes will be notified to you at least sixty (60) calendar days in advance of taking effect.
- 24.4 If you do not agree with any change to these Terms notified to you in this way, you may terminate these Terms in accordance with Clause 12.
- 24.5 Aviva Investors may delegate the performance of the Model Portfolio Service in part or in full and any of its duties and powers under these Terms to third parties (including its Affiliates) (each a **"Delegate"**). Our liability under these Terms will not be affected by any such delegation, and Aviva Investors remains responsible for compliance with the operating standards and legal and regulatory obligations described under these Terms.

25. Severance and delay

- 25.1 If any court or competent authority finds that any provision of these Terms (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these Terms shall not be affected.
- 25.2 If any invalid, unenforceable or illegal provision of these Terms would be valid, enforceable and legal if some part of it were deleted, the Parties shall amend such provision in accordance with clause 24.2 such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the Parties' original commercial intention.
- 25.3 The failure to exercise or delay in exercising a right or remedy under these Terms shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies and no single or partial exercise of any right or remedy under these Terms shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.

26. Third Party Rights

- 26.1 A person who is not a party to these Terms shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms, but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act. For the avoidance of doubt, these Terms only operate between Aviva Investors and the Financial Adviser and do not create a contractual relationship between Aviva Investors and the Underlying Customers of the Financial Adviser, nor any agent or representative of the Financial Adviser.
- 26.2 The rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under these Terms are not subject to the consent of any person that is not a party to these Terms.

27. Governing Law and Jurisdiction

- 27.1 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) shall be governed by and construed in accordance with the law of England and Wales.
- 27.2 The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms or their subject matter or formation (including non-contractual disputes or claims).

The Appendix

Addresses and Contact Information for Notices and Directions

Pursuant to Clause 15, notices, instructions and communications should be communicated to:

Financial Adviser

As specified in the Adviser Consent to our Adviser Firm Terms of Business completed by the Financial Adviser.

Aviva Investors Global Services Limited

Address: 80 Fenchurch Street, London, EC3M 4AE, United Kingdom

e-mail: enquiries.mps@avivainvestors.com

Attention: MPS Relationship Team

