

Fidelity International including FundsNetwork

Terms of Business for Intermediaries (May 2018)

These terms should be read in conjunction with the FundsNetwork™ Client Terms for investors.

1. Definitions

1.1 In these Terms, the following expressions have the following meanings:

Adviser Fee – means a payment made in accordance with a fee based remuneration agreement entered into between the Intermediary and its client.

Applicable Laws – means all laws, rules and regulations applicable to Fidelity and/or the Intermediary.

Controller – has the meaning set out in Data Protection Legislation and refers to the expression “data controller” in any Data Protection Legislation using that expression instead.

Data Protection Legislation – means any applicable data protection or privacy law including the European Directives 95/46/EC and 2002/58/EC (as amended by European Directive 2009/136/EC), the Data Protection Act 1998 and any legislation and/or regulation implementing or made pursuant to them or which amends, replaces, re-enacts or consolidates any of them, including the GDPR, however those laws apply.

Data Subject has the meaning set out in Data Protection Legislation

Exchange Traded Product – Investment Trusts (including Real Estate Investment Trusts), exchange traded funds and exchange traded commodities which are traded on the London Stock Exchange.

Fidelity – means FIL Investment Services (UK) Limited, or Financial Administration Services Limited (a Fidelity group company). The relevant company will be the one which operates or offers the particular Product in which the Intermediary deals, or which it uses, at any particular time.

FCA – means the Financial Conduct Authority.

FundsNetwork™ – The UK Investment services platform provided and operated by Fidelity Administration Services Limited.

GDPR – means the General Data Protection Regulation (EU) 2016/679 of the European Parliament

Gilts – means debt securities that are issued by the UK government.

Intellectual Property Rights – means all intellectual property rights and includes without limitation copyrights, patents, trademarks, service marks, database rights and rights to extract data, registered and unregistered designs, trade secrets, rights of confidence, applications for any of the foregoing and all other similar rights recognised in any part of the world.

Intermediary – means an independent intermediary, discretionary asset manager, stockbroker or other professional adviser who accepts and deals under these Terms.

Investment Bond – means the FundsNetwork Investment Bond or the FundsNetwork International Bond, as is applicable.

Investment Trust – an investment trust company (including real estate investment trusts (REITs) whose shares are listed.

ISA – means an Individual Savings Account.

OEIC – means an open-ended investment company and, in the case of an umbrella OEIC, includes a sub-fund of such company.

Open Ended Fund – a fund (such as an OEIC or Unit Trust) which creates and redeems Fund Units to meet investor demand and which is not listed on an investment exchange.

Personal Data – has the meaning set out in Data Protection Legislation

Processing – has the meaning set out in Data Protection Legislation and the terms “Process” and “Processed” have corresponding meanings. Such processing may be wholly or partly by automatic means or processing otherwise than by automatic means of Personal Data which form part of a filing system or one intended to form part of a filing system. A filing system means any structured set of Personal Data which is accessible according to specific criteria, whether centralised, decentralised or dispersed on a functional or geographical basis

Processor – has the meaning set out in Data Protection Legislation and refers to the expression “data processor” in any Data Protection Legislation using that expression instead

Products – means OEICs, Unit Trusts, ISAs, Investment Trusts, Open Ended Funds, Exchange Traded Products, Shares, Gilts, Corporate Bonds, Recognised Funds, SIPP and Investment Bonds, as applicable.

Recognised Fund – means an offshore fund which is formally recognised for marketing to the general public in the United Kingdom.

Relevant Territory – means the UK, Jersey and Guernsey.

Shares – means (i) UK equities or (ii) non-UK equities (held in the form of CDIs).

SIPP – means a self-invested personal pension scheme available on FundsNetwork.

Supervisory Authority means any local, national or multinational agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering Data Protection Legislation;

Unit Trust – means an authorised unit trust.

1.2 References to any statutory provision, statutory instrument, regulation or rule, shall include a reference to such provision as subsequently re-enacted or substituted and reference to a statute shall include all regulations, orders and other provisions made thereunder.

1.3 Reference to a Clause or Schedule means any clause or schedule of these Terms. In the event of any inconsistency between the Schedules and the rest of these Terms, the latter shall prevail unless otherwise expressly stated in these Terms.

1.4 Headings used in these Terms are for ease of reference only and shall not affect the construction of these Terms.

2. Application and Scope

(a) These Terms, are the only terms on which Fidelity will do business with the Intermediary. They are legally binding and they apply to any dealings in Products which the Intermediary may carry out with or through Fidelity.

(b) These Terms shall come into effect when the Intermediary places its first order following receipt of these Terms.

(c) These Terms are supplemented by the current documents governing or describing the various Products.

(d) Fidelity and the Intermediary each warrants to the other that it has all necessary authorisations, licences and permits to carry out transactions under these Terms, and undertakes to comply with all Applicable Laws.

(e) The Intermediary will notify Fidelity immediately if it receives notice that the FCA intends to or has suspended, cancelled, rejected or amended the Intermediary's authorisation. Fidelity will not accept business from an Intermediary who is not or ceases to be authorised by the FCA.

3. Dealings and Settlement

(a) The Intermediary will supply Fidelity with any information which Fidelity may request in order to comply with Fidelity's obligations under any Applicable Laws on cancellation of deals.

(b) Fidelity will generally act upon instructions placed by the Intermediary on the client's behalf. The Intermediary will be liable if the instruction has been placed without the client's authority. Fidelity has the right, in its discretion and without giving reasons, to decline, to delay implementation of, or to withdraw from, any deal placed with it by the Intermediary. Unless agreed in advance between Fidelity and the Intermediary, Fidelity will not accept a deal placed on behalf of a client who is not resident in the Relevant Territory, or who is not able to invest in a Product under Applicable Laws.

4. Commission and Fee Payments

(a) In relation to Adviser Fees:

(i) The Intermediary will obtain prior written agreement and instructions from its client to the payment of Adviser Fees (and any other relevant fees); that Adviser Fees (and any other relevant fees) will be properly due and payable to the Intermediary on receipt by Fidelity of the client's money; and that Adviser Fees (and any other relevant fees) may be paid by Fidelity to the Intermediary following receipt by Fidelity of the client's money, or by redemption of Shares or Units belonging to the client. This agreement will be retained by the Intermediary for at least 5 years after the termination of this agreement and the Intermediary will provide this to Fidelity upon request within 5 days. Fidelity reserves the right to repay a client any amount for which the Intermediary is unable to provide a written authority for redemption of units within the conditions above. The Intermediary will repay to Fidelity forthwith on demand any such amount deducted from a client's account without the proper agreement being in place in respect of such amount;

(ii) Fidelity will only facilitate the collection and payment of fees and will only rebate where monies are available for this purpose. Where insufficient monies are available Fidelity will not make such payment. The Intermediary is responsible for the collection of any unpaid fees from the client.

(iii) Adviser Fees will cease to be calculated or accrue for ISA and Investment business from the date of receipt of a request to terminate an Intermediary agreement from the client.

(iv) Fidelity acts as the Intermediary's agent for the purpose of receiving and holding the Adviser Fees (and any other fees which may become due to the Intermediary from its client) and paying these to the Intermediary.

Fidelity will make one monthly payment to the Intermediary on or around the 25 of the month following the fee accrual and/or receipt of the fee. In providing the fee service Fidelity will act as the Intermediary's agent and will hold all fee payments in a corporate account immediately on receipt of this money. In choosing to use the service the Intermediary accepts that the client's liability for paying the fee is discharged on receipt of these monies by Fidelity and that the Intermediary has no claim against the client or our client money accounts.

(v) Fidelity will stop collecting and paying Adviser Fees (and any other relevant fees) if requested to do so by the Intermediary's client.

- (b) If the Intermediary's client exercises a right of cancellation in respect of a transaction, any commission (and VAT) paid by Fidelity in respect of the transaction must be repaid immediately by the Intermediary.
- (c) Any sum due to be paid by the Intermediary to Fidelity (for whatever reason) may be deducted from any amount of commission or adviser fees due from Fidelity to the Intermediary.
- (d) The Intermediary must disclose to its clients all commission paid to it by Fidelity. Disclosure must be made at the times and in the manner required by Applicable Laws. This obligation extends to disclosing alterations in rates of commission, payments of commission in circumstances where it was not previously paid, and if applicable, obtaining clients' consent to retain the commission.
- (e) Fidelity will only pay commission in relation to certain historic arrangements at the rates appearing in the fund disclosure document. Those rates may be altered by Fidelity from time to time and Fidelity may stop paying commission at any time at its discretion and without giving reasons.

5. FundsNetwork and other online facilities

- (a) In order to gain access to FundsNetwork and certain other online facilities offered by Fidelity (including dealing and reporting facilities), the Intermediary must first register by either writing to us on company headed paper to Oakhill House, 130 Tonbridge Road, Hildenborough, Kent TN11 9DZ requesting registration or by sending through their first instruction to deal using an application form available online. Fidelity will then enable the Intermediary to set a Personal Identification Number ('PIN'). The Intermediary must ensure that the PIN is kept confidential within its organisation and must report any misuse of it to Fidelity as soon as possible. Fidelity is entitled to disable the PIN at any time at its discretion.
- (b) It is the Intermediary's responsibility to maintain equipment and software suitable for it to deal online and to use FundsNetwork and the other online facilities. The cost of any equipment and software, and of maintaining and updating it as necessary from time to time, must be met by the Intermediary.
- (c) Subject to these Terms, Fidelity grants the Intermediary a nontransferable and non-exclusive licence to use FundsNetwork, the Fidelity and FundsNetwork websites ('Fidelity Sites') and other online facilities for the bona fide purposes of the Intermediary's business. This licence may be terminated or amended by Fidelity at any time. Access to these facilities is subject to the relevant provisions of these Terms and to any terms and conditions published on the Fidelity Sites.
- (d) Fidelity may suspend or withdraw the Fidelity Sites, including, FundsNetwork and any other online facilities at any time, and the Intermediary acknowledges that they are also subject to interruption for reasons beyond Fidelity's control. Fidelity makes no warranty that its ability to provide the Fidelity Sites, FundsNetwork and any other online facilities will be uninterrupted and Fidelity is not liable for the consequences of any such suspension, withdrawal or interruption.
- (e) Fidelity will permit the Intermediary to link from its web site(s) to the Fidelity Sites on the following basis (and subject to the rest of these Terms):
 - (i) Fidelity may withdraw or amend the permission at any time, in which case the Intermediary must remove or suitably amend its links to Fidelity Sites.
 - (ii) The Intermediary must link only to such page or pages on Fidelity Sites as Fidelity may permit from time to time.
 - (iii) The Intermediary must not frame, post, modify or alter the appearance of the Fidelity Sites in anyway.
 - (iv) The Intermediary may not state or imply that Fidelity endorses, sponsors or otherwise approves of the Intermediary's web site.
 - (v) The Intermediary has sole responsibility for ensuring that its web site and the link to Fidelity Sites comply with all Applicable Laws in the United Kingdom and elsewhere.
 - (vi) The Intermediary must keep its web site up-to-date and accurate in all material respects and must not include any material on its web site that is illegal, obscene, offensive, defamatory or otherwise inappropriate.

5A. 'Appointment of a Third Party Discretionary Manager'

- (a) Where the Intermediary or a client of the Intermediary has appointed a third party discretionary manager ('Discretionary Manager') to transact on accounts on behalf of the client, unless Fidelity and the Intermediary agree separately in writing, the Intermediary agrees:
 - (i) The Intermediary shall be wholly responsible for the appointment and services provided to the client and Fidelity makes no representations to any client or to the Intermediary as to the services provided by the Discretionary Manager;
 - (ii) to notify Fidelity immediately if any client terminates its relationship with the Intermediary or instructs the Intermediary to terminate the agreement with the Discretionary Manager for any reason;
 - (iii) to ensure the Discretionary Manager will provide the Intermediary with all necessary information and reporting, on a timely and prompt basis, to enable the Intermediary to monitor the Discretionary Manager's compliance with its investment management mandates;
 - (iv) to monitor and review the services and actions of the Discretionary Manager and to ensure that the Discretionary Manager operates within the scope of its mandates for individual client portfolios at all times and that the Discretionary Manager acts in the best interests of the clients;
 - (v) to notify Fidelity immediately if it has reasonable grounds to believe or evidence to demonstrate that the Discretionary Manager has acted outside the scope of its mandate for a client or;
 - (vi) to notify Fidelity immediately if the Discretionary Manager shall not be authorised to give instructions on behalf of the Intermediary or a client or access Information in relation to the client or the client's investments.
- (b) The Intermediary must:
 - (i) either:
 - (I) enter into an appropriate agreement with each client setting out the basis of the arrangement with the Discretionary Manager, the basis on which the Intermediary will be acting as the client's agent and explaining the client's regulatory rights and protections, or absence thereof, as a result of the arrangement with the Discretionary Manager; or
 - (II) arrange for each client to enter into an agreement with the Discretionary Manager in respect of which the Discretionary Manager is authorised to manage investments of the client and the client is adequately protected to the standards of a Retail client as set out in FCA Rules, including but not limited to protection provided by the Financial Services Compensation Scheme and the Financial Ombudsman; and
 - (ii) obtain the authority of each client to engage, as the client's agent, with the Discretionary Manager and to authorise the Discretionary Manager to give online instructions in relation to the client's investments held and administered by Fidelity for that client.

6. Agency; Intellectual Property

- (a) Nothing contained or implied in the Terms creates a joint venture or partnership between the parties or makes one party the agent or legal representative of the other party for any purpose.
- (b) The Intermediary will be the agent of its client in its dealings in relation to Products and for other matters relating to the holding of Products. The Intermediary has no right whatsoever to bind or to act on behalf of Fidelity. The Intermediary must not misrepresent its relationship with Fidelity in any way (such as by implying that it is an agent, affiliate or representative of Fidelity).
- (c) The Intermediary must not use the Fidelity name or any logo, trademark or any other intellectual property of Fidelity without Fidelity's prior written permission.
- (d) Information obtained from Fidelity by the Intermediary may only be used or reproduced for the bona fide purposes of the Intermediary's business, must be kept confidential except for those purposes, and is not the property of the Intermediary.

- (e) All Intellectual Property Rights whatsoever in the Products, Fidelity Sites, and any related software, services and facilities provided to the Intermediary by Fidelity pursuant to these Terms shall remain the exclusive property of Fidelity, and where applicable, any third party licensing such Intellectual Property Rights to Fidelity.

7. Money Laundering

The Intermediary will comply with all statutory and other requirements relating to money laundering, including Fidelity's anti-money laundering policy. The Intermediary will carry out all appropriate checks on the customers as from time to time required and will maintain adequate records showing that satisfactory evidence of true identity has been obtained.

8. Data Protection

- (a) Both the Intermediary and Fidelity will comply with the Data Protection Legislation in connection with these Terms and their performance hereunder.
- (b) The parties envisage that:
 - (i) in relation to customer Personal Data each party is, for the most part, a separate Controller in respect of the Processing of such data pursuant to these Terms and shall independently determine the purposes and means of such Processing. However for certain transfers of Personal Data pursuant to these Terms and/or legal arrangements supplementary but which are subject to these Terms, the Intermediary is the Controller and Fidelity is the Processor; and
 - (ii) in relation to Intermediary Personal Data, the Intermediary is the Controller of such data and Fidelity is its Processor.
- (c) Each party acknowledges and understands any Personal Data is gathered by each party for the performance of these Terms and for:
 - (i) the administration of the customer accounts;
 - (ii) the delivery of the FundsNetwork services;
 - (iii) Fidelity recording and monitoring telephone calls and emails; and
 - (iv) the management of the relationship between the parties and associated business administration.
- (d) The parties acknowledge that the Intermediary as Controller in respect of the Personal Data relating these Terms has the obligations and rights of the Controller as set out in the GDPR. Where Fidelity is the Processor on behalf of the Intermediary and to the extent that the GDPR applies to the Processing of Personal Data under these Terms, as set out in paragraph 3 of Article 28 of the GDPR Fidelity will:
 - (i) Process the Personal Data only on documented instructions from the Intermediary, including with regard to transfers of Personal Data to a Third Country or an international organisation, unless required to do so by Union or Member State law to which Fidelity is subject; in such a case, Fidelity shall inform the Intermediary of that legal requirement before Processing, unless that law prohibits such information on important grounds of public interest;
 - (ii) ensure that persons authorised to Process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
 - (iii) take all measures required pursuant to Article 32 of the GDPR (security of processing);
 - (iv) respect the conditions referred to in paragraphs 2 and 4 of Article 28 of the GDPR for engaging another Processor;
 - (v) taking into account the nature of the Processing, assist the Intermediary by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Intermediary's obligation to respond to requests for exercising the Data Subject rights laid down in Chapter III of the GDPR (rights of the data subject);
 - (vi) assist the Intermediary in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR (security of personal data and data protection impact assessment and prior consultation) taking into account the nature of Processing and the information available to Fidelity;

- (vii) at the Intermediary's choice, delete or return all the Personal Data after the end of the provision of services relating to Processing, and delete existing copies unless Union or Member State law requires storage of the Personal Data;
 - (viii) make available to the Intermediary all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR and allow for and contribute to audits, including inspections, conducted by the Intermediary or another auditor mandated by the Intermediary; and
 - (ix) immediately inform the Intermediary if, in Fidelity's opinion, an instruction infringes the GDPR or other Union or Member State data protection provisions.
- (e) Taking into account Fidelity's obligations set out above and generally pursuant to Data Protection Legislation, pursuant to paragraph 2 of Article 28 of the GDPR the Intermediary hereby authorises Fidelity to engage another Processor in respect of Personal Data relating to the Scheme under these Terms and Fidelity will inform the Intermediary of any intended changes concerning the addition or replacement of other Processors. In particular, the Intermediary agrees that Fidelity may share such information with:
- (i) its group companies in the course of business and for purposes connected with the Products;
 - (ii) appropriate regulatory authorities, including the FCA or as is required to be disclosed by any Applicable Laws;
 - (iii) any service provider or other third party agent appointed by the Intermediary as notified in writing to Fidelity by the Intermediary;
 - (iv) any third parties with whom Fidelity provides Products and services to its customers and the Intermediary; and
 - (v) any third parties where such sharing is for the purpose of internal analysis and research or for the purpose of offering investment services and products, and to help Fidelity to develop new ones.
- (f) The Intermediary acknowledges and understands that due to the global nature of services provided by Fidelity data may be transmitted, used, stored and otherwise processed outside of the United Kingdom. The parties acknowledge that Fidelity may transfer and otherwise process Personal Data pursuant to these Terms outside the United Kingdom and EEA provided that such transfer is made in compliance with applicable Data Protection Legislation.
- (g) Where the parties are separate Controllers they each agree:
- (i) to implement appropriate technical and organisational security measures in relation to the Processing of the Personal Data under these Terms, which shall ensure a level of security appropriate to the risk;

- (ii) if either party (the "Data Receiving Party") receives any complaint, notice or communication from a Supervisory Authority which relates directly or indirectly to the other party's Processing of the Personal Data under these Terms or potential failure to comply with Data Protection Legislation, the Data Receiving Party shall, to the extent permitted by law, to promptly forward the complaint, notice or communication to the other party and provide the other party with reasonable co-operation and assistance in relation to the same;
- (iii) if either party becomes aware of a Personal Data breach involving Personal Data under these Terms, to notify the other party without undue delay, and each party shall co-operate with the other, to the extent reasonably requested, in relation to notifications to Supervisory Authorities or to Data Subjects which either party is required to make under Data Protection Legislation.

9. Indemnity and Liability

- (a) The Intermediary will indemnify and keep Fidelity indemnified against all losses, costs, damages or claims incurred by Fidelity directly or indirectly as a result of:
- (i) any failure by the Intermediary to comply with any Applicable Laws; or
 - (ii) the inaccuracy of any information, statement or instruction given or passed on to Fidelity by the Intermediary; or
 - (iii) any claim made by a client arising out of or in connection with any fraudulent instruction given or passed on to Fidelity by the Intermediary or purporting to come from the Intermediary; or
 - (iv) failure by the Intermediary or its client to settle any transaction in a Product, or delay in doing so;
 - (v) any breach or infringement of any Intellectual Property Rights of Fidelity or a third party with whom Fidelity contracts to provide Products, facilities, services or software to the Intermediary; or
 - (vi) any breach by the Intermediary of any of these Terms.
 - (vii) complaints from clients in relation to deals placed via the FundsNetwork Bulk Dealing and Rebalancing services.
- (b) Fidelity will only be liable to the Intermediary for losses arising directly as a result of negligence, fraud or wilful default by it or any of its employees or agents. In no event shall Fidelity be liable for special, indirect, incidental or consequential damages or losses. Fidelity is not responsible for the accuracy of information obtained from it by the Intermediary other than information prepared by Fidelity.
- (c) In this clause, 'Intermediary' includes the Intermediary's employees, directors, officers or agents.

10. Variation and Termination; Assignment; Documentation

- (a) Fidelity has the right to vary these Terms at any time on giving 28 days' written notice to the Intermediary. In addition, Fidelity may terminate these Terms at any time on giving written notice to the Intermediary. Termination of these Terms will not affect a party's accrued rights and obligations at the date of termination.
- (b) The Intermediary is not entitled to sub-contract or transfer any of its rights and obligations under these Terms without the prior written consent of Fidelity.
- (c) Fidelity may assign its rights and obligations under these Terms to any associated company on notice to the Intermediary.
- (d) It is Fidelity's policy not to send marketing solicitations directly to Intermediaries' clients. However, Fidelity may from time to time have statutory or other obligations to send documentation directly to clients, and reserves the right to do this.

11. General

- (a) Nothing in these Terms shall prevent Fidelity or the Intermediary from entering into arrangements similar to those provided for in these Terms with any other person.
- (b) If any provision of these Terms is held illegal, invalid or unenforceable such illegality, invalidity or unenforceability will not affect the other provisions of these Terms which shall remain in full force and effect.
- (c) A failure to exercise or delay in exercising a right or remedy provided by these Terms or law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by these Terms or by law prevents further exercise of the right or remedy or the exercise of another right or remedy.

12. Governing Law

These Terms are governed by English law and the courts of England and Wales have exclusive jurisdiction to settle any dispute arising under these Terms.

These Terms are issued jointly by:

FIL Investment Services (UK) Limited (No. 2016555)
 Financial Administration Services Limited (No. 1629709)
 All of Oakhill House, 130 Tonbridge Road, Hildenborough,
 Kent TN11 9DZ