

ADVISER TERMS OF BUSINESS

For Alliance Trust Savings Customers

February 2020



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SECTION A – TERMS AND CONDITIONS

Welcome.

We are delighted that you want to do business through Alliance Trust Savings. In Section A we set out the Terms that apply when using our Platform.

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SECTION B – ACCEPTANCE FORMS, DATA PROTECTION AND PRIVACY POLICY

Section B includes the Acceptance Forms we need you to complete before you can use our Platform and our Privacy Policy which sets out how we will use the information that we hold about you.

Adviser Acceptance Form

This is the main form to be used when setting up new Adviser firms.

Additional Office and Registered Individual Data Form

This supplementary form should be used when Adviser firms are already in place, or when setting up additional offices.

Privacy Policy

The Privacy Policy contains important information about how we use the information that we hold about you but does not form part of our Agreement.

SECTION A – TERMS AND CONDITIONS

KEY INFORMATION

These Terms apply to you as an Adviser and outline how we will provide you with access to our Platform and the way in which we will do business with you.

We recommend that you read all of this document carefully before you decide to use our Platform and start doing business with us, and that you keep a copy for future reference.

In particular, we ask you to note:

- our Agreement with you is made up of:
 - these Terms;
 - your completed Adviser Acceptance Form; and
 - any associated Additional Office and Registered Individual Data Forms;
- our Agreement with you sets out the scope of our business with you and what you need to do to be able to use our Platform;
- by signing and returning your completed Adviser Acceptance Form or Additional Office and Registered Individual Form, you accept these Terms and full responsibility for your actions and the actions of your Authorised Users on the Platform and your and their compliance with our Agreement with you;
- we can vary these Terms in the “How and when we will vary our Terms” Section of these Terms;
- other documents we refer to in these Terms may be updated from time to time. The current version of these are available on our Website. These documents provide information but do not, with the exception of your completed Adviser Acceptance Forms and Additional Office and Registered Individual Data Form, form part of our Agreement;
- we are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority;
- we do not provide any product, investment or tax advice;
- you are solely responsible for providing any advice that the Client may require when using our Services and for assessing the suitability or appropriateness of any Investment in accordance with the Regulatory Requirements;
- operating an Account and using our Services means that the Client accepts the risks of buying and selling Permitted Investments through our Platform;
- by operating an Account as agent for the Client you undertake at all times to comply with the Client Terms and Conditions; and
- if your Client has provided us with permission to be kept informed of new products and services available via our Platform we will do so when appropriate.

IMPORTANT

Before a Client opens an Account, you must provide the Client with a copy of:

- the Client Terms and Conditions;
- the Key Facts for the Account (where applicable);
- the general information and warnings about the risks inherent in the Permitted Investments which a Client may buy for their Account via our Platform and which are set out in Section B of the Client Terms and Conditions; and
- before buying any Funds or PRIIPs for their Account, the Key Investor Information Document for the relevant Fund or Key Information Document in respect of the relevant PRIIP.

OUR PROMISE TO YOU

During the term of our Agreement with you, we agree that:

- you can start using our Platform when our Agreement with you is concluded and we have provided you with the Security Details that you need to use our Platform and operate a Client’s Account;
- we will treat you, the Adviser as a professional client under these Terms of Business;
- we will treat the Client as our customer under our Client Terms and Conditions and as a retail client for the purposes of the FCA Rules so that they will have the benefit of the highest level of protection given by the FCA to users of financial services; however, please note that although we may classify the Client in this way, the Client may not be eligible to use the Financial Services Compensation Scheme or the Financial Ombudsman Service unless they meet their separate eligibility criteria;
- we will act on any instructions that you give us on behalf of a Client in accordance with our stated procedures except in the circumstances set out in Term 4.1.3 (when we may delay or refuse to execute your instructions, Term 4.3.1 (notice in writing to remove an Adviser, Term 7.3.1 (we are unable to confirm your identity), and Term 7.4.1 (when we may refuse or delay an order) of the Client Terms and Conditions;
- we will hold Clients’ Assets within their Account in accordance with the FCA Rules and as more specifically described in the Client Terms and Conditions;
- we will use the information that you give to us and that we hold in relation to your Authorised Users, Clients and their Accounts to provide our Services and to meet our obligations in accordance with ‘Section B – Acceptance Forms, Data Protection And Privacy Policy’ of these Terms; and
- in the unfortunate event that you suffer losses as a result of using our Platform or doing Business with us, we will take responsibility for those losses where we or our Nominee or agents are negligent or fraudulent or knowingly or recklessly fail to comply with, or otherwise materially breach, the FCA Rules or these Terms – for more details about our liability to you, please refer to Section 6.8 of these Terms.

YOUR PROMISE TO US

During the term of our Agreement with you, you agree that:

- you will make sure that the Client has accepted our Client Terms and Conditions;
- you have the appropriate regulatory authority and permissions to submit Business and transact on our Platform;
- you have the appropriate information and authority from your client to enable you to submit Business on their behalf;
- you will conduct all Business ethically and with the utmost integrity and in good faith at all times and you undertake to apply the FCA principles on Treating Customers Fairly to all Clients;
- you are conducting all Business on an ‘advised’ or ‘execution- only’ basis for the purposes of the FSMA;
- you will provide all information necessary to enable us to make appropriate reports for legal and/or regulatory reasons;
- you will provide the Client with the relevant literature and documentation, e.g. Client Terms and Conditions, Key Facts document specific to the Account and a Key Investor Information Document (KIID)/Key Information Document (KID) in relation to the Fund or PRIIP (as applicable);
- you make sure that all information you submit to us is done so in a timely manner and is complete, accurate and unambiguous; and
- you pass on, without amendment, any documentation which is either:
 - supplied by us for the attention of or completion by the Client; or
 - provided by the Client to be submitted to us in relation to an Account.

DEFINITIONS

In these Terms, the following words and expressions have the meanings set out below:

“Account” means all or any of the General Investment Account, First Steps Account, SIPP Account, Child SIPP Account, ISA and/or Junior ISA which we operate on a Client’s behalf, as applicable, unless we specify otherwise;

“Adviser” means the business or individual authorised and regulated by the FCA and permitted to use the Platform by agreeing to these Terms;

“Adviser Charges” means the amount which a Client has agreed to pay you for advice and other services, the payment of which from a Client’s Account may be facilitated by us on the Client’s instruction, as varied from time to time;

“Adviser Charging Agreement” means an executed declaration by a Client instructing us to pay Adviser Charges to you on the Client’s behalf;

“Adviser Charging Guide” means the guide and rules that we publish (as amended from time to time) that sets out the circumstances in which we will facilitate the payment of Adviser Charges;

“Alliance Trust Savings” means Alliance Trust Savings Limited, a company incorporated and registered in Scotland No SC98767 with its registered office at PO Box 164, 8 West Marketgait, Dundee, DD1 9YP;

“Application” means the application you complete on behalf of a potential Client in relation to an Account either in hard copy or on our Website;

“Approved Person” means a person approved by the FCA in accordance with the FSMA to perform a controlled function, as defined under the FCA Rules;

“Anti Money Laundering Regulations” means the European Council Directive 91/308/EEC, Money Laundering Regulations 2007, the Terrorism Act 2000, the Proceeds of Crime Act 2002, the Joint Money Laundering Steering Group Guidance Notes, and relevant FCA Rules, systems and controls;

“Assets” means all Cash and Investments held in an Account and any part or combination of these;

“Authorised User” means those representatives nominated and authorised by the Adviser to have access to the Platform and whom we agree may have access to the Platform;

“Bank Account” means the external UK bank account in a Client’s name that the Client has nominated to receive payments from and make payments into the Account;

“Business” means your introduction of Clients to the Platform, opening and operation of Accounts on behalf of Clients and all actions that you take related to these Accounts using the Platform;

“Business Day” means any day on which banks in the UK are generally open for business, other than a Saturday, a Sunday and public holidays;

“Cash” means cash held in an Account;

“Charges” means the fees, charges, interest and other expenses that we, or where applicable, associated companies within the Group, or third parties may require a Client to pay, or that we or the Client may incur, when the Client uses our Services including but not limited to those set out in the Charges Guide;

"Charges Guide" means the document that we will make available setting out our Charges as varied from time to time;

"Child" means a person under 18 years old;

"Child SIPP Account" means a SIPP Account opened for a Child;

"Client" means any person or persons on whose behalf we operate an Account and who is a client of the Adviser and, where applicable, includes any potential Client for whom you submit an Application;

"Client Data" means any personal information relating to or in connection with a Client provided by you to us pursuant to these Terms;

"Contribution" means a payment to a SIPP Account or Investment Dealing Account;

"Data Protection Laws" means all data protection and data privacy legislation applicable in the UK;

"Discretionary Fund Manager" means a business or individual authorised and regulated by the Financial Conduct Authority and who has entered into an agreement with us to provide Model Portfolios on the Platform;

"FCA" means the Financial Conduct Authority (25 The North Colonnade, Canary Wharf, London E14 5HS) or any other successor entity regulating the UK financial services industry;

"FCA Rules" means the rules and guidance of the FCA;

"Finance Act" means the Finance Act 2004;

"First Steps Account" means a General Investment Account opened on behalf of a Child;

"FSMA" means the Financial Services and Markets Act 2000;

"Fund" means a collective investment scheme operated by a Fund Provider;

"Fund Provider" means the manager or distributor of a Fund or PRIIP;

"General Investment Account" or **"GIA"** means the general investment account opened in accordance with our Client Terms and Conditions and these Terms and, where applicable, includes a First Steps Account;

"HMRC" means the Commissioners of Her Majesty's Revenue & Customs;

"Investment" means a share, bond or other type of financial product including Units in Funds unless otherwise stated;

"ISA" means a new Stocks and Shares Individual Savings Account (NISA) opened in accordance with our Agreement and governed by the ISA Regulations and, unless stated otherwise, includes a Junior ISA;

"ISA Regulations" means the Individual Savings Account Regulations 1998 (as amended from time to time);

"Junior ISA" means an ISA Account opened in accordance with our Client Terms and Conditions and these Terms for an Eligible Child;

"Key Facts" means (as defined in the Regulatory Requirements) the document which sets out the high level aims and features of our SIPP Account, ISA or Junior ISA;

"Key Information Document" means the key information document for a PRIIP;

"Key Investor Information Document" means the key investment information document or equivalent document for a Fund;

"LEI" means the unique legal identifier number allocated to Clients who are legal entities or structures, including companies, charities and trusts;

"Model Portfolio" means a selection of Funds managed by a Discretionary Fund Manager to achieve a particular investment strategy which are made available on the Platform for use by an Adviser in connection with an Account;

"Natural Personal Identifier" means the identifier that your national authorities use to identify you as an individual (for example a National Insurance Number if you are a UK resident);

"Network" means an Adviser that enters into appointed representative arrangements with financial advisers in accordance with the FCA Rules, and who are authorised as Authorised Users of the Platform under our Agreement with that Adviser;

"Nominee" means Alliance Trust Savings Nominees Limited, registered in Scotland, No SC120563 and/or any other nominee appointed by us from time to time, in whose name Client Investments will be registered;

"Order" means a confirmed instruction to execute a purchase, sale or other transaction in a Permitted Investment for an Account;

"Permitted Investments" means the range of Investments for which Clients can place Orders through our Platform and which are specified on our Website or, where applicable, are specified in the Key Facts for the Account. For a SIPP Account or ISA, Permitted Investments includes only Investments which may be held in these Accounts under the applicable Regulatory Requirements;

"Platform" means the facility we provide that allows Advisers to select, buy, sell and administer Investments on behalf of Clients;

"PRIIP" means a packaged retail and insurance based investment product;

"Privacy Policy" means our Data Protection and Privacy Policy, as amended from time to time, which can be found in Section B;

"Regulatory Requirements" means:

- (a) any obligation that we, you or, where relevant, another person, has to comply with under any law or regulation (including any tax legislation, rules or guidance made by an applicable regulatory body including the FCA), or as the result of a decision by a court, ombudsman or similar body; or
- (b) any obligation under any industry guidance or codes of practice which we, you or, where relevant, another person, follows; or
- (c) any other legal or regulatory requirement which is effective in the United Kingdom and to which we or you must give effect in operating Accounts and providing Services or transacting Business as applicable;

"Security Details" means the personalised information (such as passwords, security questions and answers, personal identification numbers and account number) that we give you or agree with you to enable you to access the Platform and the Accounts;

"Services" means the reception, transmission and execution of Orders, safekeeping of Client Assets and all ancillary services that we provide to Clients through our Platform and, in relation to the SIPP Account, the service of pension Assets;

“SIPP Account” means a Self-Invested Personal Pension (SIPP) arrangement entered into in accordance with our Client Terms and Conditions and these Terms under the Alliance Trust pension plan (the Scheme) and, unless specified otherwise, includes a Child SIPP;

“Supplementary Information Document” means the supplementary information document for a Fund;

“Taxation of Pensions Act” means the Taxation of Pensions Act 2014; **“Terms”** means these terms of business as amended from time to time; **“Unit”** means a unit or share in a Fund;

“US” means the United States of America, its territories and possessions, any State of the United States, and the District of Columbia;

“US Person” has the meanings set out in Regulation S of the United States Securities Act 1933 (as amended) and is understood to include any natural person resident of the US and/or a partnership or corporation organised or incorporated under the laws of the US;

“we”, “us”, “our” means Alliance Trust Savings and any other party to whom we have transferred our rights and obligations under our Agreement. To make things easier for you to read we don't always use an initial capital letter for these words;

“Website” means www.alliancetrustsavings.co.uk or any other internet address which we may tell you about; and

“you” or **“your”** means the Adviser. To make things easier for you to read we don't always use an initial capital letter for these words.

THE TERMS

1. Doing business together

1.1 Before you start using our Platform, you must sign up to these Terms which together with your completed Adviser Acceptance Form and Additional Office and Registered Individual Data Form will form a legally binding agreement between:

1.1.1 the Adviser, whose details are given in the Adviser Acceptance Form and;

1.1.2 Alliance Trust Savings Limited, whose registered office is 8 West Marketgait, Dundee DD1 9YP.

1.2 By signing the declaration and returning it to us you are accepting our Terms and therefore full responsibility for your actions and the actions of your Authorised Users on our Platform. By submitting Business, you undertake to conduct such Business, in accordance with these Terms and the Client Terms and Conditions, and we may rely on your undertaking to do so. If you are not a sole trader, these Terms also apply to each Authorised User and you must make each Authorised User aware of their obligations under this Agreement and the Client Terms and Conditions.

1.3 The Platform enables you and your Authorised Users to give us instructions on behalf of your Clients as set out in the Client Terms and Conditions.

1.4 You can set up the following Accounts online or offline:

1.4.1 ISA;

1.4.2 General Investment Account;

1.4.3 SIPP Account; and

1.4.4 Junior ISA;

1.5 You can set up the following Accounts offline only:

1.5.1 Child SIPP Account; and

1.5.2 First Steps Account.

1.6 These Terms replace and supersede all or any previous agreements between you and us except any commercial agreements between us relating to specific branding, distribution or commercial use of Accounts by you, or any agreements where we, or another Group company, are your client. Any booklet, leaflet, web page or other literature explaining this relationship, these commercial terms or our current operational practice is simply for your information, is not binding on us and may be changed from time to time without consultation.

1.7 You must comply with all Regulatory Requirements relating to Business submitted to us and in particular with those requirements about disclosure of Adviser Charges. You acknowledge and accept that we are not responsible in any way for your compliance with Regulatory Requirements. We will not accept Business or an instruction from you if we have been informed that you no longer have the authority to give us instructions. You will consent to any reasonable request if we, or the FCA, choose to audit Client records, monitor or report on any aspect of the Business that you place with us.

1.8 In conducting Business in accordance with these Terms, you acknowledge and accept that you are the agent of the Client and are not, under any circumstances, our Agent; and that consequently, the Commercial Agents Regulations 1993 do not apply to our relationship under this Agreement.

1.9 You must not use our trademarks or copyright material in a way that adversely affects our brand or reputation, or misrepresents the relationship between us.

1.10 You must notify us if:

1.10.1 there are any material changes in your legal constitution;

1.10.2 the principal, shareholders who have control of more than 10% of the issued share capital of your firm or any of the directors or partners has been charged with or convicted of an offence involving fraud or other dishonesty;

1.10.3 you or any principal shareholders who have control of more than 10% of the issued share capital of your firm, any director or partner enters into a voluntary arrangement with creditors or commences or has bankruptcy or liquidation proceedings instituted against them, or has an insolvency practitioner appointed in respect of them;

1.10.4 you cease to hold the necessary permissions from the FCA (or other regulatory authorisations) to conduct Business with us;

1.10.5 you or any of your Advisers cease to be an Approved Person;

1.10.6 you transfer your business and assets to another person, firm or company;

1.10.7 you or any of your Advisers are suspended from conducting business by the FCA;

1.10.8 there is any change in the scope of your authorised business which may affect the Business conducted under these Terms.

2. Your Relationship with the Client

2.1 You are the agent of the Client in relation to all aspects of Business and you must have full authorisation from a Client, including a signed Client agreement before effecting Business, and must show this to us if asked to do so. You may not rely on us to advise on the merits or the suitability for you or your Clients of any Business, or the appropriateness of an Account. You acknowledge and accept that we do not give financial advice to Advisers or Clients.

2.2 We may rely on any instructions or information that you give us in relation to you or any Client without further enquiry.

2.3 When you introduce a new Client to us using an Application, you will obtain a completed and signed copy of your Adviser Charging Agreement with the Client make sure that the Client accepts our Client Terms and Conditions.

2.4 You may open or operate an Account on behalf of a Client only if that Client:

2.4.1 is resident for tax purposes solely in the United Kingdom;

2.4.2 has a permanent address in the United Kingdom; and

2.4.3 is not a US Person or opening an Account on behalf of a US Person.

2.5 If the Client has no United Kingdom tax residence, you may open an Account at our discretion but the Client must have a permanent address in the United Kingdom. If the Client has dual tax residence, we are unable to accept their Application for an Account.

2.6 If we have received an instruction from a Client that conflicts with an instruction from you in whole or in part that

Client instruction shall be given effect to in preference to the instruction from you.

2.7 Before submitting Business online, you must ensure that all suitability or appropriateness checks have been carried out in accordance with the Regulatory Requirements.

2.8 You are solely responsible for any advice or recommendations and the appropriateness and suitability of that advice or recommendations given by you to a Client relating to an Account, the Client's Investments, investment objectives, risk profile and individual circumstances or any activity you carry out through that Account; and

2.9 You must ensure that you and any Authorised User has taken into account all information relating to an Investment including as appropriate, prospectus and Key Facts in giving advice or recommendations.

2.10 When you introduce a person who becomes a Client and we become a trustee or hold a similar fiduciary position in relation to that Client then you will at all times, when advising the Client, consider our position and will not make any recommendation to the Client which will:

2.10.1 be inconsistent with the registration or conduct of an Account under the Regulatory Requirements;

2.10.2 create any circumstance in which we will or may be liable under any commercial agreement or legislation to a person who is not the Client;

2.10.3 create any circumstance in which we will or may be liable to a person who is not the Client for sums that exceed the Assets held in that Account;

2.10.4 create obligations under the Consumer Credit Act 1974 that we are unwilling to assume; or

2.10.5 be inconsistent with the structure of the Account (as recognised under the Regulatory Requirements) and the intention to ensure that the Assets held under an arrangement are to benefit from the tax treatment applicable to that Account.

3. Your Relationship with Third Parties

3.1 You may appoint a Discretionary Fund Manager to provide discretionary fund management services in respect of all or part of the Assets that are held in one or more of the Client's Accounts. Where such an appointment is made;

3.1.1 (subject to Term 3.3 below) only the Discretionary Fund Manager will be able to submit Orders relating to the Assets it has been appointed to manage;

3.1.2 you must select the appropriate Discretionary Fund Manager from the list of those available on the Platform as instructed by the Client;

3.1.3 you must enter into an Investment Management Agreement with the discretionary fund manager; and

3.1.4 you are responsible for the suitability of the model portfolio that you use for the Client.

3.2 In respect of all Assets over which the Client has given a Discretionary Fund Manager authority, we will act on instructions from the Discretionary Fund Manager in precedence over any instructions received from you. We will do this until such time we are notified that the Client has terminated or directed the termination of, the Discretionary Fund Manager's authority in respect of those Assets.

3.3 You may continue to buy or sell Investments for a Client for whom you maintain a Model Portfolio. However, if you instruct us to buy or sell Investments that are held within the Model Portfolio, this will alter the Client's portfolio and may mean that the Model Portfolio instructions are not adhered to in the future.

3.4 We may choose to terminate the authority of a Discretionary Fund Manager in some circumstances, for example, if the Discretionary Fund Manager breaches its agreement with us.

3.5 You will be responsible for ensuring that the correct Discretionary Fund Manager is selected with the correct scope of authority over the Client's Assets on our Platform. You will continue to be responsible for all aspects of managing and administering the Client's Assets and Accounts outside the services that any Discretionary Fund Manager agrees to provide.

4. Submitting business on the platform

4.1 General Terms

4.1.1 On your instruction, we will issue a unique personal ID and password to a firm administrator nominated by you. The firm administrator will set up subsequent Authorised Users and each Authorised User will receive a unique Personal ID and password. It is your responsibility to make sure that all Authorised User access permissions are appropriate to that Authorised User's needs and authorisations.

4.1.2 It is your responsibility to manage the access permissions on an ongoing basis, including the removal of permissions when an Authorised User leaves.

4.1.3 We will issue a Personal ID and password to Clients to allow them to view documents stored on the Platform relating to that Client's Accounts e.g. contract notes, key features, Terms and Conditions. If you do not want a Client to have access to the Platform, your firm administrator may alter their access. Where Regulatory Requirements require us to give documents to the Client, e.g. product related communications, we will do so and a charge may be incurred if this is in paper format.

4.1.4 We will communicate directly with the Client unless we receive instructions that the Client has authorised you to receive all communications on the Client's behalf. If you agree, then by so doing you will discharge us in respect of obligations to pass that communication to the Client.

4.1.5 You must only complete an Application for an Account on behalf of a Client if the Client has first provided you with the relevant information, declaration and authority that the Client would have had to give us had the Client completed the Application themselves. We shall not be obliged to waive any deadline for the receipt of any Applications for, or instructions received in relation to, any Business or any terms and conditions relating to any Business. We may in our absolute discretion reject any Application which is incomplete or which has been completed incorrectly. Information to be submitted includes:

- (a) the full name, address, nationality and Natural Personal Identifier or LEI (as applicable) of each Client;
- (b) the amount of Adviser Charges that the Client has instructed us to pay to you through the Platform;
- (c) confirmation of verification of the Client's identity, which may include bank details; and
- (d) any other information requested by us.

4.1.6 We may, at our discretion, refuse to accept Business and may undertake our own regulatory and related verification and checks prior to accepting Business from you or any Authorised User. At our reasonable request in writing, you will immediately in writing confirm to us that you have evidence to prove:

- (a) whether any cancellation rules apply to Business that you have submitted to us;
- (b) your FCA reference number or a unique identifier issued by us;
- (c) the full name and address of any Client for whom you have placed an instruction or made a payment, and if different the appropriate correspondence address; and
- (d) that you can provide any relevant information we may reasonably require.

4.2 Communications

4.2.1 We will take all reasonable measures to make sure that the security of our systems is not compromised. However, there are inherent risks in using an online system. We cannot guarantee that they will be free from:

- (a) technical failure or corruption;
- (b) error or delay; or
- (c) misuse, fraudulent use or access by unauthorised persons.

4.2.2 We will not be liable for losses caused as a result of anything that is outside our reasonable control.

4.2.3 We recommend you and your Authorised Users use anti-virus software on your computer or any other electronic device that you use to access our Services.

4.2.4 You accept that, from time to time, it may not be possible to send us information through the internet, or our internet communications may be interrupted or restricted, whether due to circumstances beyond our reasonable control (including for example, a lack of availability or interruption of the internet or other telecommunication system) or otherwise.

4.2.5 Communications between us through the internet, by phone or other means are not guaranteed to be secure or reliable. We advise you to take appropriate security precautions when communicating Client's confidential information with us.

4.2.6 You are responsible for ensuring you have suitable working facilities that enable us to communicate in order for you to use our Services.

4.3 Anti money laundering

4.3.1 In connection with all Business that you transact with us, you hereby give an assurance that:

- (a) evidence of the identity of all third parties introduced by you will have been obtained and recorded under procedures maintained by you in accordance with the provisions of the Anti Money Laundering Regulations and any requirements we may notify you of from time to time;
- (b) you will identify the third parties and will, without detracting from the obligations referred to in Term 6.1, forward to us the documents for the transaction and such duly completed forms relating to verification of third party identity as we shall request from time to time;
- (c) you agree that we may or may not use any evidence provided to us under this Agreement or the Client Terms and Conditions to discharge our own obligation under Anti Money Laundering Regulations; and

(d) regardless of the processes you carry out, we shall make such additional verifications as we deem necessary and appropriate to the Business.

4.4 Placing orders on the platform

4.4.1 You and all Authorised Users must add your FCA authorisation number or other unique identifier, on each communication, instruction, proposal or Account Application submitted to us. Otherwise, we will not take any action, nor will we pay any Adviser Charges.

4.4.2 You confirm to us that you have the current full authority and permission of the Client when you give an instruction to us on behalf of a Client.

4.4.3 You will not effect any Business without first ensuring that you have adhered to your agreement with the Client and given the Client the information appropriate to any decision to be made by the Client.

4.4.4 You must ensure that the Client has enough Cash to meet any obligations that they will incur as a consequence of any instructions that you give us, including any Orders that you place.

4.4.5 Once an Order has been transacted we will issue confirmation. It is your responsibility to validate that any Order or instruction is correct and to tell us as soon as possible if not. We will only be liable to you or the Client where we are responsible for an error in the placement of the Order or instruction.

4.4.6 We will only make payments to you if they are payments of Adviser Charges that the Client has instructed us to pay to you.

5. Adviser charging

5.1 General

5.1.1 This section applies if your Client agrees to pay you in line with our Adviser Charging Guide.

5.1.2 Payment of Adviser Charges is made as instructed by the Client from Cash held in the Client's Account in accordance with the Client Terms and Conditions that apply to the relevant Client Account.

5.1.3 We will not pay any Adviser Charges if we are not permitted to do so by the Regulatory Requirements. Otherwise, if there is a conflict between the Client Terms and Conditions for the Account, your Adviser Charging Agreement with the Client, the Client's instructions and these Terms we will give preference to the conflicting provisions and instructions in the following order:

- (a) the Client Terms and Conditions; then
- (b) the Client's instructions; then
- (c) the Adviser Charging Agreement; then
- (d) these Terms.

5.1.4 You will disclose the amount of Adviser Charges that a Client must pay for any Business in accordance with Regulatory Requirements. We will inform the Client of payments made from each Account in their statement and valuation report. All Adviser Charges payments will be subject to the Regulatory Requirements that apply at the time of the payment.

5.1.5 We will accept an instruction from you on behalf of a Client to pay Adviser Charges only if we have received prior authorisation from the Client allowing us to accept such instructions.

5.1.6 If the Client does not have enough Cash to pay the Adviser Charges when they are due, we will sell the Client's

Investments in accordance with our disinvestment policy (as set out in term 2.1.9 of the Client Terms and Conditions).

5.1.7 If you notify us that you do not wish to receive Adviser Charges in respect of a Client, we shall have no further obligation to pay you Adviser Charges from the date you notify us until you and the Client instructs us otherwise. If a Client instructs us that no further payment of Adviser Charges will be made, we will only pay you what is due up to the date that we receive the notice of cancellation.

5.1.8 Adviser Charges shall be payable to only one Adviser in respect of any instruction from a Client accepted by us in relation to a particular Account and if two or more Advisers claim Adviser Charges in respect of that Account, we shall act on the direction of the Client. If we cannot obtain clear direction from the Client, we will not make any payment.

5.1.9 If a Client exercises their right to cancel an Account, we deduct and pay to you any Adviser Charges due and payable to you during the period that the Account was open.

5.2 Cash Management

5.2.1 All payments are taken from the Cash available in the Client's Account. It is up to you to make sure that enough Cash is available at each payment due date. If there is no Cash, or not enough Cash, we will, where permitted to do so by the Client Terms and Conditions applicable to the Account, sell investments in accordance with the disinvestment policy set out in term 2.1.9 of the Client Terms and Conditions.

5.2.2 All Charges and any other fees and costs due to us or payable in relation to the Client's Account will be deducted from the Client's Account before any payment of Adviser Charges is made. If the Assets in the Account are not enough to meet all of your Adviser Charges we will pay Adviser Charges only to the extent that these are payable from the Client's Assets. If there are no Assets in the Account we will not pay any Adviser Charges and you will have no right to claim against us for unpaid Adviser Charges.

5.2.3 If Cash is paid into the Account after the monthly due date for payment of Adviser Charges, we will credit or pay Adviser Charges in line with standing Client instructions on the next following due date after the Cash is received except where:

- (a) you confirm in writing to us that you do not wish to receive Adviser Charges;
- (b) the Client tells us that they do not want Adviser Charges to be paid to you for a specific Account or Accounts; or the Client terminates an Account or an instruction to make payment of Adviser Charges before a payment date; then no further payments of Adviser Charges will be made with effect from the date that we receive notice of these circumstances, save that we will pay you what is due to you up to the date that we receive the notice of cancellation, unless we are not permitted to do so under your Adviser Charging Agreement with the Client.

5.3 How you receive payments

5.3.1 Payment of Adviser Charges will be made to you, the Adviser and not to individual Authorised Users. It is solely your responsibility to make sure that, in relation to each Client, you provide us with the correct bank details for payment of Adviser Charges. We will be entitled to rely on the information that you provide to us until you tell us otherwise.

5.3.2 If you become part of a Network, you must tell us without delay. When we receive such notice from you, we will terminate our direct Agreement with you, with immediate effect. In order to continue to receive Adviser Charges that are due to you through the Platform, you must ensure that your Network provides us with the correct bank details for these payments. We will only make payments to a Network that has accepted these Terms by entering into a direct Agreement with us.

5.3.3 If an Adviser leaves your Network to join another Network, we will continue to pay Adviser Charges to you unless we receive an applicable novation agreement from the new Network or the Client instructs us otherwise.

5.3.4 You must tell us if a financial adviser ceases to be part of your Network. When we receive such notice, we will not make any further payments to you in respect of that former Adviser unless instructed otherwise by the Client.

5.3.5 We will only pay you Adviser Charges for business transferring to you if i) you and the transferring Adviser give us notice that the business has transferred to you; or ii) the Client has authorised us to do so.

5.3.6 The Client may, by notice to you and us, amend your Adviser Charges rates from time to time.

5.4 Conditions of Payment

5.4.1 You alone are responsible for the advice or services specified as being provided to the Client by you in the Adviser Charging Agreement with the Client. We act as a disclosed agent of the Client in paying any Adviser Charges. You have no right of action against us for payment of Adviser Charges. Any dispute you have about the amount of Adviser Charges will not be discussed with us, unless non-payment is caused by our manifest error or omission.

5.4.2 Adviser Charges will not be paid in anticipation of, or before, the dates specified in an instruction from a Client or for future Business under an Account.

5.4.3 You are responsible for any tax that is due to be paid by you in respect of the Adviser Charges, and for making sure that the Client has received appropriate notice to pay any appropriate rate of VAT, or other tax that may be prescribed by legislation. We have no liability or responsibility for determining which taxes or the amount of tax that is due to be paid on any Adviser Charges, or for the payment of any such taxes.

5.4.4 If Adviser Charges become due to be repaid to us (for example, if Adviser Charges are paid to you in error or we do not receive confirmation from a Client that Adviser Charges are payable to you) you must repay these Adviser Charges within 14 Business Days of notice being given to you. If you do not do so, you must pay interest at the rate of 2% above the prevailing Bank of England variable base rate, calculated on a daily basis from the date the money becomes due until full payment has been received by us (or, at our option, the current UK legislation on claims for interest on late payment on respect of commercial transactions).

5.4.5 If, under these Terms or because we make a payment to you in error, any sum of money is recoverable from or payable by you, we may recover or take payment of such sum at our absolute discretion, and the same may be deducted from any sum then due or that may become due to the Account of particular Client to whom the payment relates, or where appropriate to the payment, from any payment due or that

may become due to you in respect of any Client under these Terms or any other contract that we have entered into with you. This is called a right of set-off. If we choose to exercise our right of set-off under this Term, neither we, nor the Client will be prevented from exercising any other rights or remedies that we or the Client may have either under the Client Terms and Conditions, any other agreement or common law.

5.4.6 You must give us notice in writing of the bank or building society account into which you wish us to make payment of Adviser Charges. We will only pay Adviser Charges into the account that you notify to us. It is your responsibility to tell us if your account details change. If you have not given us notice in writing of a valid bank or building society account, we will not pay the Adviser Charges due to you and we will retain the monies. No interest will be due to you or the Client for late payment in these circumstances.

5.4.7 We will be entitled to recover Adviser Charges paid to you and you will pay back promptly to us any such Adviser Charges when you receive notification from us to do so, when we have reasonable grounds to believe that arbitrage or short term trading strategies have been used that could be disruptive to fund management and potentially result in dilution in the relevant fund to the detriment of long term investors or for any reason set out in the Client Terms and Conditions or the FCA Rules.

5.5 When Adviser Charges will stop

5.5.1 We may stop paying Adviser Charges (or any part of the Adviser Charges due to you) that relate to, you, a particular Adviser or Client as applicable, and in this Term 5 "you" means you, or any Adviser):

- (a) if we receive notice that you are no longer an Approved Person, or your FCA authorisation is suspended or revoked;
- (b) if you notify us that you are no longer the Adviser of the Client;
- (c) if the Client notifies us that you are no longer their agent for the relevant Business or payments are not to be made;
- (d) if you transfer your business and assets to another person, firm or company unless to a person who is a duly Approved Person;
- (e) during any period of suspension of you or the relevant Adviser by the FCA;
- (f) pending clarification by you and the appropriate authorities of any notice referred to in Terms 5.5.1(a) – (c);
- (g) upon any event of insolvency occurring in relation to you or any Adviser;
- (h) upon your death, if a sole trader, or the death of an Adviser, or the winding up of your firm (except in the event of the transfer or transmission of your business to a person that is appropriately authorised to conduct Business by the FCA); or
- (i) if in our absolute discretion, you fail to act in accordance with your duties as an Adviser including but not limited to any breach of the Regulatory Requirements.

6. Governance

6.1 Antibribery

6.1.1 You must:

- a) comply with all Regulatory Requirements relating to anti-bribery and anticorruption including but not limited to the Bribery Act 2010; and

- b) ensure that you disclose to Clients all non-monetary benefits that must be disclosed under the FCA Rules.

6.2 Availability of the Platform

6.2.1 We will make reasonable efforts to make sure that our Services are available to you, but we cannot promise that you will always be able to access our Services. In particular, we may, from time to time, have to suspend our Services to maintain or upgrade our Website, you may not be able to access our Services because of disruptions to our Website, problems with telephone networks or because you are in an area that does not have mobile telephone coverage. We will not be liable to you or your Client if our Services are unavailable through our Website.

6.2.2 If you are unable to use our online Service, you may still use our Services by telephone or post.

6.3 Provision of data

6.3.1 Any data that you provide through our Platform will be held in our records at the time of transmission. We do not guarantee the accuracy or completeness of the data provided by electronic means, either through our Platform or via an external data feed.

6.3.2 Authorised Users are responsible for ensuring that any valuation data obtained from the Platform and passed to the Client contains a risk warning as set out by us or the FCA. Authorised Users will not modify or amend valuation data it receives through the Platform, except to provide it to Clients in a readable format.

6.4 How we use your information

6.4.1 The security of your information is very important to us. Full details of how we use and share your information are in our Privacy Policy. Your information is made up of all the details that we hold about you and your Authorised Users and includes information obtained from third parties.

6.4.2 Information about you and any records that we hold relating to you and your Authorised Users shall be held by us electronically or in other media. For the purpose of our business we may carry out credit checks in relation to you or any Authorised User; and register and share information with a credit reference agency, and may, if requested to do so by the FCA or other relevant authorities disclose to them information about the conduct of your Business.

6.4.3 We will also hold and use Client Data for the purposes of administration of an Account but may also use it for market research, statistical purposes and the prevention and detection of fraud or such other purposes as notified by us to you or as stated in the Client Terms and Conditions. For the purpose of Data Protection Laws, you and us agree that we will be data controllers in common in relation to Client Data.

6.4.4 You warrant, represent and undertake to us that, prior to communicating to us Client Data that is personal and/or sensitive personal data (such as matters relating to the Client's health) you will:

- (a) fully explain to the Client that their personal data may be used in the manner specified in these Terms and/or the Client Terms and Conditions; and
- (b) ensure you have a lawful basis on which to share the Client Data with us.

6.5 Confidentiality

6.5.1 You must not disclose any confidential information relating to us or any scheme, fund or arrangement offered by us, except as required by any applicable laws, rules or regulations or with our prior written consent.

6.5.2 We will not disclose any confidential information in relation to you or any of your Clients except to any other member of our group companies, any person to whom any function of an Account has been delegated or assigned, or as required by any Regulatory Requirements. We may disclose anonymised information relating to purchases and sales effected by you or your Client when we exchange information with other managers, promoters, or in order to carry out market research or compile statistics for our group companies.

6.5.3 You shall maintain the security and integrity of Client Data and not disclose Client Data to any third party whatsoever without our prior approval. For the avoidance of doubt, you may access Client Data where the applicable Client has provided us with written consent for you to access their Client Data and only in respect of your Business.

6.5.4 You will not pass any Client Data to us electronically that is not in accordance with standards set under the Data Protection Laws or FCA and been given prior approval by us. All parties accept the integrity of all such electronic mail messages properly sent and agree to accord these the same status as would be applicable to a document or information sent other than by electronic means.

6.5.5 All parties agree not to contest the validity or enforcement of email messages properly sent to the last address notified to the sending party by the recipient party in accordance with this Agreement, in any legal proceedings between us respecting or related to a transaction and hereby expressly waive any right to raise any defence or waiver of liability based upon the absence of a memorandum in writing or a failure of execution because of the use of electronic communication.

6.6 How and when we will vary our Terms

6.6.1 We may vary these Terms if we give you one month's written notice, except in circumstances where changes in Regulatory Requirements are required to take effect at an earlier date, in which event notice of the variation will be given as soon as reasonably practicable.

6.6.2 Any such variation will not affect us implementing an instruction received before the variation takes effect – unless Regulatory Requirements request this. By submitting Business after the effective date of any variation, you consent and agree to such variation.

6.7 Termination of the Agreement

6.7.1 This Agreement may be terminated by you or us serving written notice on the other at their principal place of business (or such other address as advised by either party). Notice shall be deemed to be served 48 hours after being sent by first class pre-paid post, or confirmation from the electronic messaging system that delivery has been made, is received by the sender or, where delivered in person, on delivery.

6.7.2 We may immediately (at our discretion) suspend your access to the Platform in whole or in relation to any particular Account, or terminate this Agreement immediately if:

- (a) you are declared insolvent or made bankrupt (this is called sequestration in Scotland);

- (b) you cease to hold the necessary permissions from the FCA to conduct your Business with us lawfully;
- (c) the law requires us to do so or we are unable to meet our obligations;
- (d) you do not access the Platform and have no Clients using the Platform for a period of 2 years;
- (e) you do not provide us with satisfactory evidence of your identity or the identity of any Client, and so cannot complete our anti- money laundering checks;
- (f) it becomes apparent that there is a dispute between you and your Client;
- (g) a Client notifies us that you no longer have permission to act on their behalf;
- (h) you do not comply with these Terms or any Client Terms and Conditions in a material way;
- (i) any Discretionary Fund Manager terminates an investment management agreement with you or withdraws your access to any Model Portfolio;
- (j) there is any concern as to the operation of any Account or your conduct in relation to any Assets in any Account;
- (k) you do not pay sums due to us;
- (l) you behave towards us in a way that we consider abusive or unreasonable;
- (m) after making reasonable efforts to do so we cannot contact you using the details that you have given us;
- (n) you are using your access to the Platform or any Account for an illegal purpose;
- (o) you are using an Account for market timing or similar activity;
- (p) you give us, or we become aware that you have given us, false or inaccurate information, but for which, we would not have opened an Account, or because of which we are no longer able to perform the Services; and/or
- (q) (where you are a sole trader), upon your death; unless we have agreed to the assignment or transfer your interests in these Terms to another person.

6.7.3 We may exercise our rights under this Term 6.7 if any of these circumstances apply to you or any Authorised User for whom you are responsible.

6.7.4 On termination we will not pay you any further Adviser Charges except as may have been guaranteed by the Client and where there are enough Assets in the Client's Account to cover the payment, after any other liabilities of the Client under the Client Terms and Conditions are met.

6.7.5 When notice of termination has been served:

- (a) we will continue to execute any current instructions that you, have given us, but we will no longer accept new instructions; and
- (b) you must pay all Charges and sums due to us at the date of termination (as specified in our notice to you) and that may be due as a result of the termination of our Agreement.

6.7.6 We may deduct from any sums due to you under this Agreement or any other agreement that you have with us (including any Adviser Charges), any sums that you owe us at termination.

6.7.7 We will have no further liability to you once we have paid to you any balance of Adviser Charges due to you (after deduction of your liabilities to us under Term 6.7.5).

6.7.8 Closure of your Account will not affect any legal rights or obligations that have already arisen.

6.8 Liability and Indemnity

6.8.1 In this Term 6.8 any reference to "you" also includes any Authorised Users that you have authorised to use the Platform.

6.8.2 Nothing in the Agreement shall limit or exclude any liability that we may have for:

- (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation; or
- (c) any matter in respect of which it would be unlawful for us to exclude or restrict liability.

6.8.3 Subject to Term 6.8.2:

- (a) we shall not be liable to you for any losses that you may incur in relation to the Agreement unless directly caused by our negligence, fraud or wilful default;
- (b) we shall never be liable to you for any losses, (including, but not limited to, loss of profit, income, savings or opportunity) arising in any other circumstances including (but without limitation):
 - (i) any loss arising because you are unable to use the Platform or our Services;
 - (ii) any loss that may be incurred by any Client as a consequence of your our acts or omissions under this Agreement or any losses that any Client may incur as a consequence of any advice or guidance that you have given in relation to the suitability, purchase or sale of any Investments through the Platform) - any contractual right of recourse against us that any Client may have is contained solely in the Client Terms and Conditions;
 - (iii) any indirect or consequential loss that you may incur; howsoever arising under or in connection with the Agreement; and
 - (iv) our total aggregate liability to you under or in connection with the Agreement, however arising, shall in no circumstances exceed £100,000.00.

6.8.4 We will not be liable for any losses that you suffer as a consequence of:

- (a) the negligence, wilful default, fraud or insolvency of any other person; or
- (b) anything we do when acting on your instructions.

6.8.5 We will not, in any circumstances, be liable to your employees, agent, sub-contractors or any third party who acts, or purports to act, on your behalf.

6.8.6 Neither you nor we will have any liability to each other as a consequence of any circumstances beyond your or our reasonable control.

6.8.7 You shall indemnify and keep indemnified us against all losses, costs, expenses, damages, liabilities, actions, proceedings, claims and demands arising from:

- (a) any failure to comply with Regulatory Requirements;

- (b) any breach of these Terms;
- (c) any infringement of our intellectual property rights or those of any other member of the Group;
- (d) submitting Business to us outside of your FCA scope of permissions and authorisations; or
- (e) the provision of untrue, inaccurate or incomplete information to us or the Client.

6.9 Miscellaneous

6.9.1 Any other words or phrases used which are defined in the FCA Rules will have the same meanings in this Agreement unless the context requires otherwise.

6.9.2 In these Terms:

- (a) references to statutory provisions, regulations, notices or the FCA Rules will include those provisions, regulations, notices or rules as amended, extended, consolidated, substituted or re-enacted from time to time;
- (b) references to legislation, Acts of Parliament or other statutory provisions are, for the avoidance of doubt, references to United Kingdom legislation, Acts of Parliament and statutes and include any rules and regulations made under such Acts of Parliament;
- (c) words in headings are for information only and will not affect the construction of this Agreement;
- (d) the words "other", "include" or "including" will be construed as not limiting the generality of the preceding words; and
- (e) words importing the singular will include the plural and vice versa; and references to the singular include the plural; references to the masculine gender will include the feminine gender and vice versa.

6.9.3 If we fail to exercise or delay in exercising any right or remedy that we may have under these Terms, in whole or in part, that will not be held to be a waiver of that right or remedy and will not prevent us exercising that right or remedy or any other right or remedy on another occasion.

6.9.4 We will record telephone calls and other communications for the purposes of training, market research and record keeping.

6.9.5 You may not assign transfer or sub-contract any of your rights under these Terms to any person unless we give you our prior written consent.

6.9.6 We may assign transfer or subcontract any of our rights under these Terms to any person without your prior written consent to another company in the Group or, with the consent of the FCA, to another organisation.

6.9.7 You will not reproduce or distribute or apply to any documentation (unless supplied by us for distribution) our name, logos or trademarks without our prior written consent.

6.9.8 You represent that the person signing or authorising any communication or document sent to us through any media, including acceptance of these Terms on your behalf is fully authorised to do so by you and has obtained all necessary approvals to commit you to these Terms and allow that person to do so.

6.9.9 In the event of any conflict between the provisions of these definitions and a requirement of the FCA, the requirement of the FCA shall prevail over these Terms to the extent necessary to resolve such conflict.

6.9.10 Where you have agreed separate terms of business with a company within the Group, other than us, and there is a conflict between the provisions of those terms and these Terms, the former will take precedence to the extent that they relate to your relationship with the relevant entity within the Group and to the extent necessary to resolve such conflict.

6.9.11 If any Term of our Agreement with you (or any part of a Term) is or becomes invalid, unenforceable or contrary to any applicable law, it will be given no effect and treated as if it were not included in our Agreement with you, but the remaining Terms will remain valid and enforceable.

6.9.12 Our Agreement is with you. No third party (including your Approved Adviser) will be entitled to derive any right or benefit from our Agreement with you or have any right to enforce any of its Terms.

6.10 Governing Law

These Terms are governed by the laws of England and Wales.

SECTION B – PRIVACY POLICY AND ACCEPTANCE FORMS

DATA PROTECTION AND PRIVACY POLICY

General

Alliance Trust Savings Limited (hereinafter referred to as “Alliance Trust Savings”, “we” or “us”) and the other members of our group companies are committed to maintaining the personal information of every current, former and prospective customer in accordance with the requirements of data protection and data privacy legislation applicable in the UK (Data Protection Laws).

This Data Protection and Privacy Policy describes the type of personal information we may collect, the purposes for which we use the information, the circumstances in which we may share the information and the steps we take to safeguard the information to protect the privacy of you and/or the Authorised Users as applicable (the “Data Subject”). Details of how we process Client personal information is set out in the Client Terms and Conditions.

The personal information that we collect and how we collect it

The personal information of Data Subjects will be held and processed by Alliance Trust Savings as a data controller for the purposes of Data Protection Laws

We will only retain personal information for as long as is necessary to carry out the purposes stated below (see ‘How we use personal information’) or as is required by applicable legislation or other regulation.

We will treat personal information as private and confidential and we will not disclose the information except in the circumstances set out under the ‘How we share personal information’ section below.

We will collect personal information about the Data Subject including, name; residential correspondence and email address; phone number, National Personal Identifier, tax reference number; passport number, date, town and country of birth; and, payment and bank account details; any authorised person nominated or appointed by the Data Subject, employer details; and the internet protocol (IP) address used to connect the computer to the internet and geographic location.

We may also collect details of how the Data Subject uses our Website and the attachments they may open with newsletters that are sent to the Data Subject electronically.

We will collect personal information about the Data Subject during the course of our relationship with you. We may collect this information in various ways including, from:

- applications or forms that the Data Subject may complete or agreements that the Data Subject may enter into with us;
- emails, letters and during telephone calls; and
- our group companies and from other organisations such as fraud prevention agencies.

We may also use cookies and similar technologies on our Websites and in our emails. These technologies do many different things, such as letting the Data Subject navigate between web pages efficiently and remembering the Data Subject’s preferences. In emails they help us to understand whether the Data Subject has opened the email and how

they have interacted with it. Our cookies policy available at www.alliancetrustsavings.co.uk/how-we-use-cookies/ gives the Data Subject more information on these technologies, how and where we use them and how they can control them.

The Data Subject is not obliged to supply any of the personal information that we may request. However, failure to do so may result in us not being able to act on their instructions or provide our services to the Data Subject or may result in us having to report the Data Subject to a competent authority such as HM Revenue and Customs.

How we use personal information

We will use personal information for the following purposes:

- checking the identity of the Data Subject (please refer to ‘How we check the identity of the Data Subject’);
- responding to requests and processing applications;
- providing our services in accordance with the terms and conditions for the relevant product;
- complying with regulatory requirements and our other legal obligations including the prevention of fraud and money laundering;
- complying with a request for disclosure by a competent authority;
- developing and improving our services, and to tell Data Subjects about changes to our services;
- providing by letter, telephone, email or Website with:
 - any information that we consider that we need to send in order to comply with regulatory and other legal requirements including details of regulatory changes affecting our services;
 - market news and investment information; and
 - carrying out market research and analysis and obtaining feedback from the Data Subject on our services.

We may use information from third parties and/or aggregate personal information with data from third-party sources for these purposes.

We rely on the following legal bases to process and use personal information:

- processing is necessary for the performance of our obligations under the Terms;
- processing is necessary for the purposes of our legitimate business interests including:
 - where processing enables us to enhance, modify, personalise or otherwise improve our services for the benefit of our customers;
 - to develop new products and services;
 - to enhance the security of our network and information systems
 - to better understand how people interact with our Websites
 - to determine the effectiveness of promotional campaigns and advertising; and
 - to promote further sales of our products and services;
- processing is necessary for compliance with a legal obligation; and
- processing is carried out where the Data Subject has provided consent.

The Data Subject should contact us using the details in the Contact section below if they wish to receive marketing of products and services by us or other companies in our group. The Data Subject may also update their marketing preferences (including where the Data Subject no longer wishes to receive marketing materials from us) using our Preference Centre available when the Data Subject log in to their account.

How we share information

We may disclose and share personal information with:

- other companies within our group;
- third parties including, credit referencing, fraud prevention, regulatory and law enforcement agencies to investigate or prevent crime;
- our agents and sub-contractors who administer or process the information on our behalf;
- market research companies who may assist us in improving our products and services ;
- any providers of IT solutions including platform support, cloud based storage and applications for sales, services and marketing;
- our bankers and other companies to facilitate payments, including direct debit payments;
- our professional advisers; and
- our insurers and any intermediary brokers.

We may also need to disclose some personal information with other parties, such as potential buyers of some or all of our business or during a re-structuring. The recipient of the information will be bound by confidentiality obligations.

Personal information may be transferred to or accessed from other countries (including those outside the European Economic Area) and processed for us in those countries on the basis that anyone we pass it to will provide a level of protection equivalent to the Data Protection Laws. Such information may be accessed by local law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations. Further details as to where we may be transferred and the basis for such transfers can be found at www.alliancetrustsavings.co.uk/non-eea-processing.html. We use automated decisions based on personal information we have or collect about Data Subjects in order to verify their identity or to comply with anti-money laundering legislation. The use of such systems is only undertaken for Website Applications and will not result in an automatic refusal of a Website Application.

How we check the identity of the Data Subject

We are required to verify the identity and address of the Data Subject in order to comply with applicable anti money laundering legislation. We may require to obtain independent documentary evidence confirming details on identity and permanent residential address. This will involve an electronic check of the information we hold.

To help us meet our antimoney laundering obligations, we may disclose personal information to licensed credit reference agencies and/or fraud prevention agencies who may record the fact that a search has been made and share the fact of the search and the results (including the information that we may provide about the Data Subject) with other organisations.

When the Data Subject provides us with personal details of a third party, the Data Subject must ensure that the third party is aware that we may verify their name, address and date of birth.

Recording and monitoring phone calls

We will record and monitor phone calls in case we need to check that we have carried out the Data Subject's instructions correctly, to resolve queries or complaints, for regulatory purposes, to help improve our services and to help detect and prevent fraud.

Monitoring may also be undertaken for staff training purposes.

Data Subject rights

This section explains the rights Data Subjects have under Data Protection Laws with respect to how their personal information is held and used by us. If the Data Subject wishes to request to exercise any of these rights, they can contact us using the details set out in the Contact section below. We will grant a Data Subject request only to the extent that it follows from our assessment of the request that we are allowed and required to do so under Data Protection Laws.

Where we rely on the Data Subject's consent as the legal basis for processing personal information, the Data Subject has the right to withdraw their consent at any time. This will not affect the lawfulness of any processing of their personal information that we carried out before the withdrawal.

The Data Subject has the right to access the information we hold about them, free of charge. The Data Subject has the right to ask us (and third parties to whom we transfer their personal information) to rectify the Data Subject's personal information if it becomes inaccurate. In order for us to do so, the Data Subject must inform us of any changes to their personal information so that we can keep it up-to-date.

The Data Subject has the right to ask us to erase their personal information if:

- the Data Subject withdraws their consent to our processing of their personal information; or
- personal information has been processed unlawfully by us; or
- personal information is no longer necessary for the purposes for which it was collected by us; or
- the Data Subject objects to us processing their personal information on grounds relating to their personal situation.

We do not have to comply with a request to erase personal information if we need to use that personal information for our overriding legitimate business interests or as may otherwise be required by law. We may not be able to provide our products or services to you if the Data Subject asks us to erase their personal information.

The Data Subject has the right to restrict our processing of their personal information if:

- they contest the accuracy of the personal information held by us (for a period enabling us to verify the accuracy of the information);
- our processing activities are unlawful;
- we no longer need the personal information but the Data Subject would like us to retain it to ensure its continued availability in connection with any legal claims; or

- the Data Subject objects to us processing their personal information on grounds relating to their personal situation and it is still to be confirmed whether our legitimate grounds override their right to object.

If the Data Subject believes our processing of their personal information does not comply with Data Protection Law, the Data Subject can make a complaint to the Information Commissioner's Office (ICO) using the following details:

Information Commissioner's Office

Wycliffe House

Water Lane

Wilmslow

Cheshire

K9 5AF

Tel: 0303 123 1113

<https://ico.org.uk/>

Keeping information up-to-date

Please let us know if the personal information that we hold about the Data Subject needs to be updated or is incorrect.

Keeping personal information secure

We will take reasonable technical and organisational security measures to safeguard all personal information. Personal information is stored securely on our computer system and/or in a secure filing system, and we restrict access to those who have a need to know. We provide training and education to our staff on Information security.

However, the Data Subject acknowledges that the use of the internet is not entirely secure and for this reason we cannot guarantee the security of any personal information which is transferred through the internet or email.

Internet communications are not secure unless the data being sent is encrypted. We cannot accept any responsibility for unauthorised access by a third party or the corruption of data sent to us. For security purposes we may monitor emails received or issued by us.

Contact

If the Data Subject has any questions, would like to talk to someone about this Data Protection and Privacy Policy, access their personal information or make a complaint about how we've handled their information, please contact us at:

Alliance Trust Savings Limited

PO Box 164

8 West Marketgait

Dundee

DD1 9YP

T: 01382 573737

E: contact@alliancetrustsavings.co.uk

Declaration and signature

I am authorised to bind my firm to the terms of this agreement, your *Guide and Rules for Adviser Charging* and your *Adviser Terms of Business*, the completed *Adviser Acceptance Form* and any associated Additional Office/Registered Individuals Data Requirement forms and make this declaration on its behalf. Everything stated in this agreement in relation to my firm is true and my firm will tell you immediately in writing if any details change.

The Firm has retained a copy of the *Terms of Business*.

Signed on
behalf of:

By: 

Date: | D | D | M | M | Y | Y |

Print
name:

Advisers/Registered individuals ONLY

Provide details of all the individuals at the Intermediary Firm who are to be given access to the platform. (If there are additional names, please input on a separate page and return with this form).

Name:	Phone number:
Address (if different to Firm's registered address):	Email address:
Postcode:	

Name:	Phone number:
Address (if different to Firm's registered address):	Email address:
Postcode:	

Name:	Phone number:
Address (if different to Firm's registered address):	Email address:
Postcode:	

Name:	Phone number:
Address (if different to Firm's registered address):	Email address:
Postcode:	

Name:	Phone number:
Address (if different to Firm's registered address):	Email address:
Postcode:	

Name:	Phone number:
Address (if different to Firm's registered address):	Email address:
Postcode:	

Notes

- Please provide mobile numbers for all users as we use SMS messaging as part of our security process. We will only use this number to set up a new user and will not store this number for any other purpose. If you do not provide a mobile number, we will not be able to set up the user.
- If you would like to add an additional Firm Administrator, use the boxes provided for Registered individuals and mark their role clearly as 'additional Firm Administrator'.

Alliance Trust Savings

PO Box 164, 8 West Marketgait, Dundee DD1 9YP

T +44 (0)1382 573737 F +44 (0)1382 321183 E contact@alliancetrustsavings.co.uk alliancetrustsavings.co.uk

Alliance Trust Savings Limited is registered in Scotland No. SC 98767, registered office, PO Box 164, 8 West Marketgait, Dundee DD1 9YP; is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, firm reference number 116115. Alliance Trust Savings Limited gives no financial or investment advice. 'Alliance Trust Savings', 'ATS' and 'AT Savings' are all brand names of Alliance Trust Savings Limited together with the 'Alliance Trust Savings' logo are owned by and used with the permission of Alliance Trust PLC, the previous owner of Alliance Trust Savings Limited.



If you have any questions, please call our Intermediary Support Team on

08000 326 323

Calls may be recorded for training and monitoring purposes.
Lines are open 8am – 5pm Monday to Friday.



Terms of Business – Additional Office/Advisers

Data Requirements

This form should only be completed if your financial adviser/Intermediary Firm has already been set up to use the Alliance Trust Savings Platform. We will authorise the additional financial advisers listed in this form to do business on our platform. It will be the responsibility of the Firm Administrator to provide each financial adviser with a unique Personal ID and password to access the platform.

Please complete this form in block capitals and black ink and return to: Adviser Support Team at Alliance Trust Savings, 8 West Marketgait, Dundee, DD1 9YP. Alternatively, you can sign, scan and email the form to advisersupport@alliancetrustsavings.co.uk.

Network/Service Provider or Group (if applicable)

Name: _____ FCA Number: _____

Additional Office details

Additional Office name: _____	Key contact name: _____
Trading as name (if applicable): _____	Key contact phone number: _____
Address _____	Main Office phone number: _____
Postcode: _____	Email address: _____

Firm Administrator

Provide details of the person who will be responsible for setting up the listed Registered Individuals and support staff on the platform. See Note 2.

Name: _____	Mobile number: _____	See Note 1
Job title: _____	Email address: _____	
Date of birth: D D M M Y Y _____		

Firm bank details

Please nominate a bank account to receive Adviser Charging payments on behalf of the firm.

If payment is to be made to your Network as completed above please tick to confirm and leave this section blank.

Bank/Building Society: _____	Sort code: _____
Account number: _____	Account name: _____

Adviser/Registered individuals ONLY

Provide details of all the individuals at the Intermediary Firm who are to be given access to the platform. (If there are more individuals, please continue overleaf.) To add additional Firm Administrators, see note 2.

Name: _____	Phone number: _____
Address (if different to Firm's registered address): _____	Email address: _____
Postcode: _____	

Name: _____	Phone number: _____
Address (if different to Firm's registered address): _____	Email address: _____
Postcode: _____	

Declaration and signature

I am authorised to bind my firm to the terms of this agreement, your *Guide and Rules for Adviser Charging* and your *Adviser Terms of Business*, the completed *Adviser Acceptance Form* and any associated Additional office/Advisers Data Requirement forms and make this declaration on its behalf. Everything stated in this agreement in relation to my firm is true and my firm will tell you immediately in writing if any details change. The Firm has retained a copy of the *Terms of Business*.

Signed on
behalf of:

By: **X**

Date: | D | D | M | M | Y | Y |

Print
name:

Advisers/Registered individuals (continued)

Provide details of all the individuals at the Intermediary Firm who are to be given access to the platform. (If there are additional names, input on a separate page and return with this form).

Name:	Phone number:
Address (if different to Firm's registered address):	Email address:
Postcode:	

Name:	Phone number:
Address (if different to Firm's registered address):	Email address:
Postcode:	

Name:	Phone number:
Address (if different to Firm's registered address):	Email address:
Postcode:	

Name:	Phone number:
Address (if different to Firm's registered address):	Email address:
Postcode:	

Name:	Phone number:
Address (if different to Firm's registered address):	Email address:
Postcode:	

Notes

1. Provide mobile numbers for all users as we use SMS messaging as part of our security process. We will only use this number to set up a new user and will not store this number for any other purpose. If you do not provide a mobile number, we will not be able to set up the user.
2. If you would like to add an additional Firm Administrator, use the boxes provided for financial advisers and mark their role as 'additional Firm Administrator'.

Data protection and privacy

We are committed to maintaining the personal information that you provide to us in accordance with the requirements of data protection/ data privacy legislation.

In order to process this application and maintain your Account we collect and use your personal information. Our *Data Protection and Privacy Policy* describes the type of personal information we collect, the purposes for which we use the information, the circumstances in which we may share the information and the steps we take to safeguard the information to protect your privacy.

Details of our *Data Protection and Privacy Policy* can be found in Section B of our *Terms and Conditions* available from your financial adviser.

Alliance Trust Savings

PO Box 164, 8 West Marketgait, Dundee DD1 9YP

T +44 (0)8000 326 323 F +44 (0)1382 321183 E advisersupport@alliancetrustsavings.co.uk www.alliancetrustsavings.co.uk/adviser

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Alliance Trust Savings

Registered head office:
PO Box 164, 8 West Marketgait,
Dundee DD1 9YP

 +44 (0)1382 573737

 contact@alliancetrustsavings.co.uk

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