

Terms of Business

1. Operative Conditions

1. In this Agreement unless the context otherwise requires:

“**Act**” means the Financial Services & Markets Act 2000 as from time to time amended or re-enacted.

“**Adviser charge**” means the charge agreed between the Intermediary and their Client for providing initial advice and services.

“**Agreement**” means these Intermediary Terms of Business.

“**Anti-Money Laundering Requirements**” means all statutory and other requirements relating to money laundering, including the Drug Trafficking Act 1994, the Terrorism Act 2000, the Proceeds of Crime Act 2002, the Money Laundering Regulations 2007 (as amended from time to time), the Guidance Notes for the Financial Sector of the Joint Money Laundering Steering Group (JMLSG) and any applicable FCA Rules or other territory equivalent (Financial Action Task Force included) as amended from time to time.

“**Authorised Person**” means a natural person or legal entity with Part IV permission to carry on investment business.

“**Client**” means any person, Company, business or partnership, on whose behalf the Intermediary is acting, or may be acting.

“**Commission**” means payments due to the Intermediary in respect of deposits or non-advised business.

“**Company**” means CET Capital Limited. CET Capital Ltd is authorised and regulated by the Financial Conduct Authority no. 446267. Our address is 99 Bishopsgate, London, EC2M 3XD

“**Force majeure event**” means an event that is outside Our reasonable control which could not reasonably be predicted or if predicted its consequences are too drastic to plan for in a contract. In these terms it means any:

1. Act of God, fire, earthquake, storm or flood;
2. Explosion, nuclear accident or collision;
3. Sabotage, riot, civil disturbance, insurrection, epidemic, national emergency (whether in fact or law) or act of war (whether declared or not) or terrorism;
4. Requirement or restriction of or failure to act by any government, semi governmental or judicial entity (other than a regulatory change);
5. Unavoidable accident;
6. Loss of supply of essential services including but not limited to electrical power, telecommunications, air conditioning and essential third party services;
7. Any ‘denial of service’ or other targeted network attack; and
8. Any other cause beyond Our reasonable control as a consequence of which We can no longer provide services in respect of Your Account for a given period.

“**FCA**” means the Financial Conduct Authority or any successor regulator in the UK. which regulates Our investment business.

“**Intermediary**” means an authorised and regulated organisation to whom these Terms of Business apply.

“Investment” means any investment product offered or provided by the Company from time to time.

“Ongoing adviser charges” means the charge agreed in writing between the Intermediary and their Client for the provision of ongoing advice and services.

“Product Issuer” means the entity that has issued each Investment

“Product Manufacturer” means the entity that is responsible for manufacturing the Investment, and who assumes the duties and responsibilities described by the FCA.

“Regulatory Requirements” means all applicable laws, statutes, statutory instruments, orders, regulations and codes of practice which may apply to a person or entity, as appropriate, including without limitation the requirements, rules and regulations of the Act, the FCA, any designated professional body or those imposed by a relevant territory equivalent.

“Services” means the various activities as described below relating to creation, stress testing, marketing and distribution of Investments

“Structured Product” means Investments where any gain, coupon and the final capital value are determined by reference to various underlying assets.

“System” means the web sites created and operated by Us

“Terms” means these Intermediary Terms of Business.

“We or Us or Our” means CET Capital Limited or any other company to which CET Capital Limited’s rights and obligations under these terms are transferred from time to time.

“You or Your” means the person, company or firm named in the Appendix to these terms.

2. Any reference in this Agreement to writing or cognate expressions includes a reference to e-mail or facsimile transmission or comparable means of communication.
3. Any reference in this Agreement to provisions of a statute or statutory instrument shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.
4. The headings in this Agreement are for convenience only and shall not affect its interpretation.

2. Scope

1. These Terms of Business set out the conditions on which the Company provide Services to the Intermediary and supersede any previous Terms of Business issued to the Intermediary.
2. These Terms of Business are legally binding and (subject to any amendments or special terms which the Company notifies to the Intermediary in writing in accordance with Clause 14) they apply to any dealings in the Company’s Investments, which the Intermediary may carry out with or through the any wrap, platform or broker. By dealing in the Company’s Investments the Intermediary is deemed to have read, understood and agreed to these Terms of Business. The Company will not permit any wrap, platform or broker to accept business on any other basis.
3. These Terms of Business constitute the entire agreement between the parties relating to the matters and transactions contemplated by them. The Intermediary has not relied upon any representations other than those made by the Company and expressly set out in these Terms

of Business.

4. The Company reserves the right at its absolute discretion to cease to approve or reject an Intermediary.

3. Services

1. The Company offers various Services to the Intermediary including:
 1. **Product Manufacturing:** the Company can take on the role and responsibilities of a “Product Manufacturer” for Structured Products as describes in the FCA Thematic Review and previous guidance papers relating to the development and distribution of Structured products.
 2. **Research:** the Company, through its association with Investment Product Research provides detailed analysis of Structured Products. The Research will be provided on Structured Products where the Company has acted as the Product Manufacturer, and those where another party has been the Product Manufacturer.
 3. **Fair Values;** the Company will provide an estimate of the Fair Value of certain Structured Products. The Fair Value will be calculated using data that the Company has sourced from various parties, and using models that the Company has developed ourselves.

4. Agency

1. The Intermediary will be the agent of its Clients in relation to all business under these Terms of Business. The Intermediary has no authority whatsoever to bind or to act or hold itself out as the agent or representative of the Company or of any associated company. In particular the Intermediary has no authority to collect or hold Investment monies, subscriptions or contributions on behalf of the Company or to advertise the Company’s products other than in the normal course of its business as an agent of the Client.

5. Procedures

1. The Intermediary shall:
 1. At all times comply with all appropriate Regulatory Requirements including, but not limited to, being authorised under the Act for the type of business conducted (either directly, as an appointed representative (within the meaning of section 39 of the Act) or a duly licensed member of a designated professional body), holding the correct scope of permissions, maintaining the required level of skills and knowledge to advise on the products, provision of suitable advice, prevention of money laundering and fraud, anti-bribery and corruption, communication with Clients and treating customers fairly. You will Inform Us Immediately If You breach this clause;
 2. Not make any representations to Clients or give any warranties other than those contained in the standard documentation provided by the Company;
 3. Co-operate fully with the Company in respect of any complaint or investigation.
2. The Intermediary will be responsible for safeguarding user log-in details to the Company’s web based services, ensuring that any new passwords chosen are strong and that individual adviser access rights are maintained. Access can be set up at company level and then for each adviser (with control of adviser access rights at company level).
3. Where required by the Company, the Intermediary will restrict the distribution of any Investment to a limited number of Investors as agreed between the Intermediary and the Company.
 1. The Intermediary will maintain a record of each investor that they have shown the Investment to both before and after the issue date

2. The Intermediary will provide the company with this information as required by the Company
4. The Intermediary will provide the Company with information that the Company requires to discharge its duties as a Product Manufacturer
 1. Confirmation of the number of Clients that the Intermediary has shown the Investment to
 2. Confirmation that all Clients are the type of client for who the Investment was developed
 3. Confirmation that the product was suitable and appropriate for each client

6. Suitability and Appropriateness

1. The Intermediary shall not invite or assist a Client to purchase any Investment where the Company has acted as the Product Manufacturer unless and until the Intermediary has offered and provided to the Client, all disclosures, warnings and other information required to be provided or offered in accordance with FCA Conduct of Business Rules and any subsequent guidance.
2. Where the Intermediary is distributing an Investment where the Company is the Product Manufacturer, the Intermediary is fully responsible for assessing the suitability and appropriateness of Investments for Clients, in accordance with the FCA Rules and any subsequent guidance.
3. Where the Intermediary requires that the Company assumes the role of a Product Manufacturer, the Intermediary will:
 1. Initiate the process by completing the New Product Mandate provided by the company.
 2. The Intermediary will only promote the Investment to Clients for who the Investment was designed
 3. Where the Intermediary is offering Investments to advised Clients

7. Compliance

1. The Intermediary undertakes to comply with all applicable laws and regulations to which it may be subject in relation to marketing or advising on products and, in particular, it will have regard to the restrictions that may be applicable to such activities in the jurisdiction(s) in which the Intermediary conducts such business. The Intermediary similarly undertakes that it will do nothing which may render the Company in breach of such laws and regulations. The Intermediary further undertakes to procure that all its employees, directors, officers and agents shall comply with these Terms of Business.
2. The Intermediary shall ensure that its advisers receive the relevant training, have the appropriate knowledge and skills to provide advice to Clients on the products of the Company and hold a current valid Statement of Professional Standing. 7.3 The Intermediary shall comply with the FCA Conduct of Business Rules as applicable to its business in relation to the disclosure to Clients of commission, fees or other remuneration received by it. 7.4 The Intermediary shall comply with the regulatory requirements as applicable to Its business In relation to Adviser charging.
3. The Intermediary will not issue any circular, advertisement, leaflet or other promotional materials relating to the Investments without Our approval to do so. With Our sole discretion We may also seek the additional approval of the Product Issuer.
4. The Company shall not be liable for any loss suffered by a Client as a result of the Intermediary's failure to provide or delay in providing any documentation or anything else required under these Terms of Business.

8. Prevention of Money Laundering and Fraud

1. The Intermediary undertakes to comply with the Anti-Money Laundering Requirements.
2. The Intermediary undertakes full responsibility for verifying the identity of Clients and the maintenance of records with supporting evidence and methods used to verify identity as required under the Money Laundering Requirements in respect of any transaction with the Company.
3. The Intermediary undertakes to complete and retain a “Confirmation of Verification of Identity Certificate” as detailed in the current JMLSG Guidance Notes.
4. The Intermediary undertakes to provide the Company with such records of verification and other records as the Company requires.

9. Disclosure

1. The Intermediary undertakes to notify the Company in writing if:
 1. There are any material changes to its legal constitution;
 2. The principal or any directors or partners are charged with, or convicted of, an offence involving fraud or other dishonesty;
 3. The Intermediary or any principal or director or partner enters into a voluntary arrangement with creditors or commences or has bankruptcy or liquidation proceedings initiated against him/her or has a receiver appointed over his/her assets;
 4. The Intermediary ceases to be an Authorised or exempted Person;
 5. The Intermediary transfers his business and assets to another firm, company or person;
 6. The Intermediary has been suspended from conducting business by the FCA;
 7. There is a change in the Intermediary’s permitted activities, which may affect business conducted under these Terms;
 8. There is a change in any of the relevant details provided on the Intermediary Information and Consent Form.
2. The Intermediary undertakes to disclose to the Company immediately any complaint received from a Client, another Intermediary, or any regulatory body relating to any Investment with the Company.
3. The Intermediary shall, both before and after termination of this Agreement, keep all information, whether written or oral, relating to CET Capital Limited and product structures, confidential and shall not disclose such information to any other person or seek to use it to gain any commercial advantage for themselves or any person or entity, without prior consent from the Company. For the avoidance of any doubt this obligation shall not apply to information which:
 1. Is set out in any marketing documents produced by Us;
 2. Has ceased to be confidential without default on the part of the Intermediary;
 3. Has been received from a third party who has not received it in confidence.

10. Indemnity and Liability

1. Both parties will comply at all times with the Regulatory Requirements.
2. Both parties agree to co-operate with each other in connection with the application of the Regulatory Requirements.
3. We will only be liable to You for losses You suffer to the extent that these arise directly as a result of Our negligence or fraud. We will not be liable to You or have any responsibility for any loss or damage You suffer as a result of any event or circumstance that is not reasonably within Our control.
4. We do not guarantee that the System can be accessed at all times or as indicated by Us. The services may be temporarily unavailable or restricted for administrative or other reasons. If this happens We will endeavour to restore access and availability of the Services as quickly as possible.
5. We do not guarantee that the system or the Investments will be available outside the UK, that accessing or using the services in any jurisdiction outside the UK is compliant with local

laws or regulations or that the ISA information and/or the structured product information can be legitimately used or accessed outside the UK. We will not be liable for any loss or damage arising out of or in connection with such use or access, or out of the unavailability of the services outside the UK.

6. We will use reasonable endeavours to ensure that all information provided by Us is accurate, current and complies with relevant UK laws and regulations as at the date of issue. However, We cannot guarantee that this will be the case. We do not accept liability or responsibility for the completeness or accuracy of any information that We do not calculate and/or produce directly. For example, this may be out of Our control where We are reliant on a third party to provide accurate information. Data computations which are not made by Us are not guaranteed by Us and may not be complete or accurate.
7. Nothing in these terms will exclude or limit any duty or liability We may have under the regulatory system as defined by the FCA rules.
8. Nothing in these terms will exclude or limit any obligation We may have in common law, and in particular for fraud or for misrepresentation as to a fundamental matter.
9. Any software which relates to the services is downloaded at Your own risk. We do not warrant the suitability of any such software that You download and accept no liability for any problems with Your computer that may arise as a result. If You are in any doubt as to the suitability of software to be downloaded, We recommend that You obtain specialist advice before downloading.
10. Without prejudice to any other indemnity contained within these Terms of Business, the Intermediary shall indemnify and keep the Company indemnified against all losses, costs, damages, liabilities, charges and claims incurred by the Company directly or indirectly as a result of:
 1. any breach by the Intermediary or any of its employees, directors, officers or agents of any of these Terms of Business or in tort;
 2. any failure by the Intermediary or any of its employees, directors, officers or agents to comply with the provisions of the Act, the Money Laundering Requirements, the FCA Rules or any other territory equivalent;
 3. any inaccuracy of any information, statement or instruction made or given to the Company by the Intermediary or any of its employees, directors, officers or agents pursuant to these Terms of Business, including without limitation to the forgoing, any incorrect statement about the status of a Client under the Cancellation Rules if applicable.

11. Data Protection

General Provisions

1. 'Personal data', 'sensitive personal data', 'data processor' and 'data controller' have the same meaning in this clause as they are given in the Data Protection Act.
2. You agree to Us holding personal and financial information about You, Your directors and/or employees on computer and manual systems. The information held by Us may be disclosed by Us only to CET Capital Limited and Cube Investing Limited, Product Issuers and to Our agents, service providers and sub-contractors, present and future, who administer or process such information on Our behalf for the purposes of performing Our obligations under this Agreement.
3. Personal data concerning Your Clients will be held, processed, used and transferred in accordance with the provisions below.
4. Both parties undertake to comply with the requirements of the Data Protection Act and all relevant guidelines, in each case to the extent applicable to Our respective roles, and not to knowingly do anything or permit anything to be done to cause a breach of such requirements or guidelines.
5. In accordance with the Data Protection Act We may process, transfer and disclose Your personal and/or sensitive personal data, and that of Your directors, employees, Clients and prospective Clients, for the purposes of:

1. Providing the services, managing accounts and complying with instructions;
 2. Verifying identity and taking credit decisions;
 3. Detecting and preventing fraud
 4. Complying with laws and public duties;
 5. Monitoring and/or recording telephone calls and electronic transactions in order to carry out instructions accurately, to assist in improving the services and in the interests of security and crime prevention; and
 6. analysis in order to assess and improve the service provided by the Us.
6. We or Our service providers and sub-contractors may transfer or process your personal and/or sensitive personal data, or that of Your Clients or prospective Clients, outside the European Economic Area to other countries that may not offer the same level of data protection as the UK. This may involve the transfer of such data by electronic media including the internet. Where such data is transferred outside of the UK, We will ensure that the recipient agrees to keep the data confidential and hold it securely in accordance with the requirements of the Data Protection Act.
7. If the relationship between Us and You is terminated in accordance with clause 17, You appoint Us as Your data processor, to delete all prospective Clients' personal and/or sensitive personal data as soon as is reasonably practicable after such termination.

12. Cookies

The system uses cookies. A cookie is a piece of information that is saved to the hard drive of Your computer and remembers data about the configuration of Your computer.

1. We may use this data to track your movements through the system to find out how the site is being used and assess its usefulness. Personal information about You is not collected during the tracking process.
2. We also use persistent cookies if you have registered for any of Our online services. These cookies allow Us to make the logging-in process easier and more secure. They will also pre-populate your details should You need to complete one of Our online forms.
3. You can disable the cookies that We attach if your browser supports this. For further information on how to do this, please refer to www.aboutcookies.org. However, you should bear in mind that if you exercise this option, You may be unable to use some of the services.

13. Trademarks

1. The Intermediary will not produce, publish or distribute any promotional documentation, pamphlets or other materials, or establish any internet sites, containing or otherwise using any trademarks, logos or other intellectual property of which the Company is the registered proprietor unless it shall first have obtained a written license to do so. Details of the licensing procedure are available from the Company. This clause shall not apply in respect of the distribution to the client of Intermediaries' material supplied by the Company for this purpose.

14. Anti-Bribery and Corruption

1. Both parties undertake that they shall take a zero tolerance approach to bribery and shall observe the highest ethical standards in sourcing or introducing business and supplying or providing services. The parties agree that neither they nor any associated person shall offer, promise or accept any payment or gift to or from any person (directly or indirectly) for the purpose of influencing a decision.
2. Both parties undertake that they shall take an open and transparent approach to charging fees and that the amount and nature of any fees they receive, shall be communicated in a way that is fair, clear and not misleading and the parties warrant and represent that they

are familiar with and shall comply strictly with all laws and regulations on bribery, corruption and prohibited business practices including but not limited to the Bribery Act 2010.

3. If the Intermediary identifies any illegal, corrupt or fraudulent practices or has any grounds to suspect such practices taking place in relation to the performance of this Agreement, then provided it is legally permissible to do so, the Intermediary shall advise the Company of such practice.

15. Variation

1. The Company reserves the right to vary the terms of this Agreement from time to time by giving 30 days written notice to the Intermediary, except that the Intermediary must implement any amendment due to comply with Regulatory Requirements with immediate effect.
2. No variation shall affect Investments entered into prior to the date of variation.

16. Termination

1. Either party may terminate this Agreement by giving 30 days written notice to the other party.
2. The Company may terminate this Agreement with immediate effect if the Intermediary:
 1. Ceases to be authorised or exempted under the Act or relevant territory equivalent;
 2. Ceases to have permissions from the FCA or relevant territory equivalent to carry on the business provided for in these Terms of Business;
 3. Dies, is declared bankrupt, goes into liquidation, makes a voluntary arrangement with its creditors or becomes the subject of an administration order or if an encumbrancer is appointed to take possession of the Intermediary's property or assets;
 4. Acts in a manner likely to cause financial or reputational damage to the Company.
3. Following termination of this agreement the intermediary will continue to provide any necessary details relating to Clients which the Company may require to comply with the Company's obligations under any relevant regulatory rules or requirements.
4. No compensation shall be payable to the Intermediary upon termination of these Terms of Business.

17. Severability and Waiver

1. If any provisions of these Terms of Business shall be held or made invalid by a court decision, statute or rule, or shall be otherwise rendered invalid, the remainder of these Terms of Business shall not be affected. The waiving by the Company of any rights arising out of breach of any term of, or failure to meet any obligation under, these Terms of Business on the part of the Intermediary shall not operate as a waiver in relation to another or continuing breach of the same term or of another or continuing failure to meet the same obligation by the Intermediary or in relation to a breach of any other provision of, or failure to meet any other obligation under, these Terms of Business by the Intermediary.

18. Third Party Rights

1. Except where expressly provided within these Terms of Business, these Terms of Business are enforceable by the Company and the Intermediary or their permitted successors or assignees. No other person shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce a term of these Terms of Business.

19. Force Majeure

1. The performance of Our obligations under these Terms may be interrupted and will be excused by the occurrence of a force majeure event affecting Us or any of Our sub-contractors.

20. Recording of Telephone Calls

1. The Company may record any telephone calls in order to carry out instructions accurately, to assist in improving the services and in the interests of security and crime prevention

21. Governing Law and Jurisdiction

1. This Agreement shall be governed by and construed in all respects in accordance with English law and each party submits to the non-exclusive jurisdiction of the courts of England.