

# IFGL PENSIONS

## NON-UK INVESTMENT MANAGER TERMS OF BUSINESS



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IFGL | PENSIONS



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## Parties

- (1) **IFG PENSIONS LIMITED** incorporated and registered in England and Wales with company number 04826217 whose registered office is at IFGL Pensions, Third Floor, Cotton House, Old Hall Street, Liverpool, L3 9TP (“**IFGL Pensions**”)
- (2) The party with its details set out in the Registration Forms (“**Investment Manager**”)

Each a “**Party**” and together the “**Parties**”

## Background

- A. IFGL Pensions is authorised and regulated by the FCA (reference number 458576) and is permitted to conduct the Regulated Activities shown on its entry on the Financial Services Register.
- B. The Investment Manager is also appropriately authorised and regulated by its Regulator (set out in the Registration Forms) or is otherwise exempt or excluded from the need for authorisation, which enables it to lawfully introduce Clients to IFGL Pensions and to manage investments for Clients.
- C. The Investment Manager acknowledges that acceptance of an application for registration with IFGL Pensions is at IFGL Pensions’ complete discretion and IFGL Pensions reserves the right to reject an application without giving a reason why.
- D. On acceptance of an application for registration with IFGL Pensions, the Parties agree to be bound by these Terms of Business.

## 1 Interpretation

- 1.1 This document, including the Registration Forms and any schedules or annexes appended to this document, comprises the terms of business agreed between IFGL Pensions and the Investment Manager (the “**Terms of Business**”).
- 1.2 In these Terms of Business the words and expressions listed below shall have the following meanings:

“**Account**” means the account operated and administered by IFGL Pensions for a Client;

“**Applicable Provisions**” means all laws, rules and regulations applicable to any Party to these Terms of Business from time to time, including, without limitation, FSMA, the FCA Handbook and all rules, regulations and guidance made by any competent public authority whether in the United Kingdom or overseas which are applicable to the Parties, as these may be amended, supplemented or replaced from time to time;

“**Business Day**” a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;

“**Client**” means a client of the Investment Manager who becomes, or is, a member of a pension scheme administered by IFGL Pensions;

“**Close Links**” has the same meaning as in the FCA Handbook;

“**COBS**” has the same meaning as in the FCA Handbook;

“**Complaint**” has the same meaning as in the FCA Handbook;

“**FCA**” means the Financial Conduct Authority, and any successor regulatory body;

“**FCA Handbook**” means the FCA Handbook of Rules and Guidance as amended from time to time and published by the FCA under its powers contained in FSMA;

“**FSMA**” means the Financial Services and Markets Act 2000;

“**IFGL Pensions**” means IFG Pensions Limited which is authorised and regulated by the Financial Conduct Authority for the provision of personal pension schemes.

“**Pension**” means any pension plan or scheme offered and operated by IFGL Pensions or a member of its group (as defined in the FCA Handbook);

“**Portfolio**” means the portfolio of assets of the Client, including uninvested cash, designated from time to time by the Client as subject to the management of the Investment Manager pursuant to these Terms of Business;

“**Registration Forms**” means the appointment form and registration form at Schedules 1 and 2;

“**Regulated Activities**” means any activity that is a regulated activity for the purposes of section 22 of FSMA;

“**Regulator**” means any authority, body or person having, or who has had, responsibility for the supervision or regulation of any regulated activities or other financial services, whether in the United Kingdom or overseas; and

“**Terms of Business**” the Terms of Business as defined in clause 1.1 and amended in accordance with clause 14.4.

- 1.3 The Parties agree that none of the limitations of liability or responsibility in these Terms of Business may be construed as a limitation of the obligations and liabilities and responsibilities imposed by the Applicable Provisions.
- 1.4 Clause, Schedule and paragraph headings shall not affect the interpretation of these Terms of Business.
- 1.5 The Schedules form part of these Terms of Business and shall have effect as if set out in full in the body of these Terms of Business.
- 1.6 References to clauses and Schedules are to the clauses and Schedules of these Terms of Business; references to paragraphs are to paragraphs of the relevant Schedule.
- 1.7 Words in the singular shall include the plural and vice versa and a reference to one gender shall include a reference to the other genders.
- 1.8 A person includes any person, individual, firm, partnership, company, corporation, association, organisation, government, state, agency, foundation or trust (in each case whether or not having separate legal personality).
- 1.9 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.10 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.11 A reference to writing or written includes email.
- 1.12 A reference to a statute, statutory provision, subordinate legislation, the FCA Handbook and any other rules, regulations or laws is a reference to it as it is in force from time to time, taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which amends or re-enacts it.
- 1.13 Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.

## 2 Commencement

- 2.1 By signing these Terms of Business, the individual signing on behalf of the Investment Manager confirms they are duly authorised to accept the Terms of Business on behalf of the Investment Manager and they are a director or senior manager within the Investment Manager.

- 2.2 These Terms of Business will become legally binding on written acceptance by IFGL Pensions of the application.

## 3 Warranties

- 3.1 The Investment Manager warrants on a continuing basis that:
- 3.1.1 it is authorised and regulated by the its Regulator or is otherwise exempt or excluded from the need for authorisation, with all of the permissions required to manage Clients' Portfolios and/or advise Clients on the suitability of and making arrangements relating to a pension scheme or membership of a pension scheme and advice pertaining to retirement planning and advice on investments;
- 3.1.2 it does not have any offices, branches or other locations or operating out of the UK or any officers, employees, agents or sub-contractors carrying on Regulated Activities in the UK;
- 3.1.3 it is solvent;
- 3.1.4 it is suitable to act as an investment manager performing the role of the Investment Manager and has no Close Links which would likely adversely impact any Clients;
- 3.1.5 any information which it has provided to IFGL Pensions is complete and accurate;
- 3.1.6 it will not carry out activities that will result in undue risk of harm to consumers or market integrity;
- 3.1.7 it will notify IFGL Pensions as soon as is reasonably possible if there is any material change to the information provided to IFGL Pensions, including but not limited to if its permissions from its Regulator are suspended, modified or terminated, if it becomes aware of any material breach on its part of any of the Applicable Provisions, or any other applicable laws, or if it becomes the subject of a formal investigation or disciplinary or enforcement action by its Regulator or any other regulator.

#### 4 Investment Manager's Undertakings and Responsibilities

- 4.1 The Investment Manager acknowledges and agrees that it shall:
- 4.1.1 comply with the Applicable Provisions when undertaking any activities in connection with these Terms of Business;
  - 4.1.2 require that the Clients' regulated financial adviser fully explains to the Clients the terms and conditions of the Pension, IFGL Pensions' fees, and the separation of duties between IFGL Pensions and any financial adviser, investment adviser or investment manager and shall ensure that the Clients understand that IFGL Pensions does not provide any advice whether relating to financial or retirement planning, the suitability of investments, the choice of investment manager, investment performance, investment monitoring or otherwise;
  - 4.1.3 make full disclosure to the Clients in writing of all fees it is charging and of any fees, commissions or any other remuneration that the Investment Manager will receive from third party companies;
  - 4.1.4 deliver to the Clients, whether via the Clients' regulated financial adviser or directly, in a timely manner all communications and documents relating to their scheme membership received from IFGL Pensions in a way that is complete, accurate and not misleading and pass back to IFGL Pensions any information it requests or requires from the Clients;
  - 4.1.5 ensure it has full authority to act as investment manager for the Clients at all times when providing IFGL Pensions with instructions until IFGL Pensions is advised otherwise, and always acts within the terms of its agreement with Clients and within any mandate provided to it by each Client;
  - 4.1.6 ensure that all original contract notes and/or statements are to be forwarded to MW SIPP Trustees Ltd, with copies to the relevant Client at the most up to date correspondence address for the Client;
  - 4.1.7 ensure that investments are only purchased using cash holdings on deposit for the relevant Client and/or by encashment of their existing investments, and to not make an investment without a means to settle it;
  - 4.1.8 not make a deal to sell assets before they have been paid for;
  - 4.1.9 ensure that all holdings are to be at all times in the name as set out in the Registration Forms;
  - 4.1.10 ensure that valuations of the account assets are to be sent to MW SIPP Trustees Ltd on the normal valuation date, or on request by MW SIPP Trustees Ltd or IFGL Pensions Limited;
  - 4.1.11 procure that its employees, agents, sub-contractors and representatives will perform all obligations under these Terms of Business to the standard of skill and care expected of a competent professional providing the same services as the Investment Manager to retail clients;
  - 4.1.12 act at all times with probity and professionally carry out all due diligence to ensure that the best advice to Clients is provided throughout the period in which Clients are members of the Pension;
  - 4.1.13 ensure that the products and underlying investments or prospective products or investments are suitable for its Clients and are a suitable risk level;
  - 4.1.14 ensure that investments will be restricted to those permitted by the trustee and HM Revenue & Customs for SIPPs, details of which will be supplied on request.
  - 4.1.15 have assessed whether an investment has been approved by IFGL Pensions as a Permitted Investment to be held in the Account prior to placing a trade instruction relating to that investment with MW SIPP Trustees Ltd;
  - 4.1.16 act promptly upon receipt of the Clients' instructions in relation to their Accounts and will only provide instructions on the Accounts on the explicit instructions of the Clients or within any mandate provided by the Client;
  - 4.1.17 inform IFGL Pensions if, at any time, it uses the services of an unregulated business in the delivery of services to its customers who are, otherwise, receiving regulated services from the Investment Manager;
  - 4.1.18 provide all reasonable assistance and information requested by IFGL Pensions to

- enable IFGL Pensions to comply with the Applicable Provisions;
- 4.1.19 provide all reasonable assistance to IFGL Pensions to comply with its due diligence for regulatory purposes and anti-money laundering obligations and requirements on an ongoing basis by delivering to IFGL Pensions completed pension scheme application forms signed by Clients together with all required information and supporting documentation which the Investment Manager warrants shall be true to the best of its knowledge and belief both in relation to its Clients and to its own business operations;
- 4.1.20 in providing regulated services to Clients and where introducing business to IFGL Pensions, take responsibility for compliance with Applicable Provisions governing the prevention of money laundering and terrorist financing in the Investment Managers jurisdiction;
- 4.1.21 assist IFGL to ensure IFGL Pensions is forwarded a confirmation of verification of identity for all relevant parties, in order to satisfy the parties' respective obligations under applicable legislation and regulation governing the prevention of money laundering and terrorist financing;
- 4.1.22 assist IFGL to ensure that IFGL Pensions is provided with a 'suitability letter' that is compliant with COBS 9 or COBS 9A (and COBS 19 where relevant) as soon as reasonably possible following receipt of a request from IFGL Pensions;
- 4.1.23 notify IFGL Pensions as soon as reasonably practicable in writing if it ceases to represent or act for a specific Client;
- 4.1.24 only act for Clients where doing so does not involve it carrying on any Regulated Activities, and where it is carrying on activities that would be regulated but for the application of an exemption (such as the overseas person exemption in article 72 of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001) ensuring that all of the requirements of the relevant exemption are satisfied;
- 4.1.25 notify IFGL Pensions as soon as reasonably practicable in writing if the Client relocates to the UK;
- 4.1.26 cease to act for a specific Client if the Client relocates to the UK.
- 4.2 The Investment Manager acknowledges that:
- 4.2.1 IFGL Pensions may carry out credit checks on the Investment Manager and reserves the right not to conduct any business with the Investment Manager or pay investment manager charges if there are any credit status concerns;
- 4.2.2 IFGL Pensions may carry out initial and ongoing due diligence and monitoring of the Investment Manager as it decides, at its sole discretion, is necessary or will assist in complying with its regulatory obligations and may suspend, terminate or restrict its relationship with the Investment Manager based on this due diligence and provide the Clients with any information it deems necessary or will assist it to meet its obligations to the Clients.
- 4.2.3 IFGL Pensions reserves the right to carry out random checks on Client identity evidence and other Client information held by the Investment Manager;
- 4.2.4 IFGL Pensions may conduct oversight of the Investment Manager as it sees fit during the course of its relationship with the Investment Manager, including but not limited to reviewing information relating to the Clients, investments, the distribution channel of any Pension or information relating to its target market;
- 4.2.5 IFGL Pensions may take any action it determines is necessary or will assist it to assess whether investments are suitable for the Clients' Pensions and may decide not to accept any particular investment; and
- 4.2.6 IFGL Pensions may take all steps necessary to comply with any instruction, direction or request properly made by the FCA.

## 5 IFGL Pensions' Undertakings and Responsibilities

- 5.1 IFGL Pensions undertakes to the Investment Manager:
- 5.1.1 to comply with the Applicable Provisions in providing services to Clients;
- 5.1.2 to administer the Clients' Pensions in a timely and efficient manner and in accordance with the requirements of HM Revenue & Customs and all applicable rules and regulations; and
- 5.1.3 to make full disclosure of its Pension and product fees and give written notice of any amendment to fees at least 30 days in advance of any change.
- 5.2 Unless otherwise instructed IFGL Pensions will endeavour to communicate with the Clients via the Investment Manager or Clients' appointed regulated financial adviser in accordance with the Registration Forms but, to satisfy its obligations under the Applicable Provisions (for example Principle 12 of the FCA Handbook), IFGL Pensions shall be entitled to communicate directly with the Client as IFGL Pensions deems necessary or appropriate.
- 5.3 On receipt of written instructions issued by or on behalf of the Clients, IFGL Pensions will invest funds from the Clients' Pensions with life or other investment companies.

## 6 Fees and Charges

- 6.1 IFGL Pensions does not and shall not be required to pay any commission or other financial incentives to the Investment Manager. However, on receipt of the Clients' written instructions, IFGL Pensions may settle fees from the Clients Pensions for advice related to their pension arrangements provided by the Investment Manager.
- 6.2 The fees and charges and terms relating to payment are set out in full on our website at <https://www.ifglpensions.com/downloads/IFGLPENS015-IFGL-SIPP-Fee-Schedule.pdf>.

## 7 Liability

- 7.1 The Investment Manager agrees with IFGL Pensions (for itself and as trustee for IFGL Pensions' directors, partners, officers and employees) that it shall indemnify and hold harmless IFGL Pensions against all claims and demands which may be made against IFGL Pensions in respect of any loss or damage sustained or suffered, or alleged to have been

sustained or suffered, by any person by reason of the negligence, wilful default or bad faith of or breach of this Agreement by the Investment Manager or any of its directors, partners, employees, agents and approved persons, including but not limited to:

- 7.1.1 any failure by the Investment Manager to comply with any Applicable Provisions, confirmations, undertakings, warranties and other liabilities undertaken under the relationship;
- 7.1.2 any loss as a result of an investment which falls within the list of prohibited investments;
- 7.1.3 loss due to untrue, inaccurate or incomplete information having been given by, or on behalf of the Investment Manager, or a failure to advise IFGL Pensions of previous information becoming untrue or incomplete;
- 7.1.4 inaccurate data or instruction provided by the Investment Manager or the Clients;
- 7.1.5 any negligent investment decisions or investments made by the Investment Manager which are outside of the Clients' discretionary mandate provided to the Investment Manager or the Clients' risk level;
- 7.1.6 any mis-management by the Investment Manager of the Clients' assets;
- 7.1.7 any failure by the Investment Manager to be transparent with the Client regarding the fees the Investment Manager will charge; and
- 7.1.8 any breach by the Investment Manager of any of their obligations, or of their representations, warranties or undertakings given under these Terms of Business.

## 8 Complaints

- 8.1 The Investment Manager shall immediately notify IFGL Pensions of its receipt of any Complaint in connection with IFGL Pensions, its services or an Account and shall confirm by notice to IFGL Pensions in writing full information on the Complaint and all relevant documentary evidence as soon as possible (and in any case within five (5) Business Days) following receipt by the Investment Manager.
- 8.2 The Investment Manager shall provide IFGL Pensions with any assistance that IFGL Pensions reasonably requires in investigating, resolving or dealing in any way with any Complaint referred to it under clause 8.1, or any related matters.

- 8.3 The Investment Manager agrees that IFGL Pensions may take any action in respect of dealing with any Complaints referred to it under clause 8.1, including (without limitation) rejecting the Complaint or providing compensation or other resolution as IFGL Pensions considers is fair and in accordance with its regulatory obligations.

## 9 Confidentiality

Each of the Parties shall at all times use their best endeavours to keep confidential (and to procure that their respective employees and agents shall keep confidential) any confidential information which they may acquire or receive in relation to each other or in relation to the financial or other affairs of Clients and shall not use or disclose such information except with the consent of the other Party or as required by law or any regulatory body.

## 10 Termination of agreement

- 10.1 These Terms of Business shall terminate if all of the Clients of the Investment Manager have provided (or the Investment Manager has provided on their behalf) written notice that the Investment Manager no longer acts for the Clients.
- 10.2 Either Party may terminate these Terms of Business immediately by giving notice in writing to the other Party.
- 10.3 Termination of these Terms of Business is without prejudice to and shall not affect any accrued rights, existing commitments or any contractual provision intended to survive termination and the Parties agree that IFGL Pensions may continue to provide services to Clients after these Terms of Business have been terminated.

## 11 Notices

- 11.1 All notices to be given under these Terms of Business shall be in writing, in English and shall be delivered personally, sent by mail or email addressed to the other Party. The address for service for each Party is as follows or such other address within the United Kingdom as the addressee may notify to the other Party from time to time or, in the case of a company, its registered office:

- 11.1.1 To IFGL Pensions:

Email address: pensions@ifglpensions.com

Address for service: Third Floor,  
Cotton House,  
Old Hall Street,  
Liverpool, L3 9TP

- 11.1.2 To the Investment Manager using the details set out in the Registration Forms.

- 11.2 Any notice or communication shall be deemed to have been received:

- 11.2.1 if delivered by hand, at the time the notice is left at the proper address;

- 11.2.2 if sent by pre-paid first-class post next working day delivery service, at 9.00am on the Business Day after posting; or

- 11.2.3 if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 11.2.3, business hours means 9.00am to 5.00pm on a Business Day.

## 12 Data Protection

- 12.1 In this Clause 12:

“**Controller**” means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of Personal Data;

“**Data Protection Law**” means the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data;

“**Personal Data**” means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

“**Process**” or “**Processing**” means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction (and “process” and “processes” shall be interpreted accordingly);

“**Supervisory Authority**” an independent public authority which is established pursuant to Article 51 of UK GDPR and any similar regulatory authority responsible for the enforcement of Data Protection Laws; and



- “**UK GDPR**” shall have the meaning given to it in section 3(10) (as supplemented by section 205(4) of the Data Protection Act 2018.
- “**Data Subject**” and “**Personal Data Breach**” shall have the same meaning as in the Data Protection Laws.
- 12.2 Each Party shall comply with all applicable requirements of the Data Protection Law. This clause 12 is in addition to, and does not relieve, remove or replace, a Party’s obligations or rights under the Data Protection Law.
- 12.3 The Parties acknowledge that each Party will act as a separate and independent Controller in relation to the Personal Data which they Process pursuant to this Agreement.
- 12.4 In the performance of this Agreement, each of the Parties will comply with their respective obligations under the Data Protection Law in respect of the Processing of Personal Data.
- 12.5 In performing obligations under this Agreement, a Party (the “**Discloser**”) may transfer or disclose Personal Data to the other Party (the “**Recipient**”).
- 12.6 Where acting as a Discloser, each Party warrants, undertakes and confirms that:
- 12.6.1 it is not and will not be, subject to any prohibition or restriction which would restrict or otherwise affect its ability to disclose or transfer contact details and other relevant Personal Data relating to Customers and/or potential Customers;
- 12.6.2 as far as it is aware, any such disclosure or transfer will not give rise to any breach of any provision of the Data Protection Law, any duty of confidentiality, any intellectual property rights of a third party or any contractual obligation on its part;
- 12.6.3 it will only Process the Personal Data for one or more purposes which are consistent with the terms of this Agreement (other than to comply with a requirement of any applicable law to which a Party is subject) (the “**Purposes**”);
- 12.6.4 it will take all steps reasonably appropriate to provide a fair processing notice to those Data Subject(s) whose Personal Data are to be disclosed under this Agreement, informing them that their Personal Data will be disclosed to the Recipient for the Purposes; and
- 12.6.5 it has obtained any consents or authorisations required to permit the disclosure of such Personal Data to the Recipient for the Purposes.
- 12.7 Where acting as a Recipient, each Party shall comply with applicable Data Protection Law and, without limitation to the foregoing:
- 12.7.1 only Process the Personal Data for the Purposes;
- 12.7.2 take all steps reasonably appropriate to provide a fair processing notice to those Data Subject(s) whose Personal Data it receives from the Discloser under this Agreement, informing them that their Personal Data will be processed by the Recipient for the Purposes;
- 12.7.3 not Process Personal Data for longer than is necessary to carry out the Purposes (other than to comply with a requirement of applicable law to which the Recipient is subject).
- 12.8 Each Party shall:
- 12.8.1 implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk and shall take all measures required pursuant to Article 32 of UK GDPR to protect the Personal Data against unauthorised or unlawful Processing or accidental destruction, loss or damage;
- 12.8.2 take reasonable steps to ensure the reliability of any employee, agent or contractor who may have access to Personal Data, ensuring in each case that access is strictly limited to those individuals who need to access Personal Data, as strictly necessary in the context of the Purposes, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality;
- 12.8.3 promptly notify the other Party on receiving a request from a Data Subject under any Data Protection Laws in respect of Personal Data relating to the Services, including requests by a Data Subject to exercise any rights afforded by Chapter III of UK GDPR (“**Chapter III Rights**”);
- 12.8.4 provide such assistance in relation to Personal Data as may reasonably be requested by the other Party to enable the other Party to: (i) comply with the exercise

- of Chapter III Rights by a Data Subject; (ii) respond to any other communication from a Data Subject concerning the Processing of their Personal Data; and/or (iii) to comply with any communication, assessment, enquiry, notice or investigation under any Data Protection Laws in respect of the Personal Data or this Agreement, including from a Supervisory Authority;
- 12.8.5 notify the other Party immediately upon becoming aware of or reasonably suspecting a Personal Data Breach in connection with the Services and, unless clause 14.7.6 applies, provide the other Party at the time of original notification with sufficient information which allows the other Party to meet any obligations to report a Personal Data Breach under the Data Protection Laws, such notification including as a minimum a description of:
- 12.8.5.1 the nature of the Personal Data Breach, the categories and numbers of Data Subjects concerned, and the categories and numbers of Personal Data records concerned;
- 12.8.5.2 the likely consequences of the Personal Data Breach; and
- 12.8.5.3 the measures taken or proposed to be taken to address the Personal Data Breach.
- 12.8.5.4 if at the time of making the original notification described in clause 12.8.5, the Party making the notification does not have available to it all of the information set out in clauses 12.8.5.1 to 12.8.5.3, the Party making the notification shall include in the notification such information as it has available at that time, and then shall provide the further information set out in clauses 12.8.5.1 to 12.8.5.3 as soon as possible;
- 12.8.6 cooperate with the other Party and take such reasonable commercial steps as are directed by that Party to assist in the investigation, mitigation and remediation of each Personal Data Breach in connection with the Services;
- 12.8.7 in the event of a Personal Data Breach affecting the other Party, not inform any third party without first obtaining the other Party's prior written consent, unless notification is required by any applicable legal or regulatory requirement to which the Party is subject, in which case the Party shall, to the extent permitted by such law, inform the other Party of that legal requirement, provide the other Party with a copy of the proposed notification and consider any comments made by the other Party before notifying the Personal Data Breach;
- 12.8.8 provide reasonable assistance to the other Party with any data protection impact assessments which are required under Article 35 of UK GDPR and with any prior consultations to any Supervisory Authority of each Party which are required under Article 36 of UK GDPR in relation to the processing of the Personal Data in connection with the Services and taking into account the nature of the processing and information available to that Party;
- 12.8.9 not (and procure that any sub-processors shall not) under any circumstances transfer Personal Data outside the United Kingdom or European Economic Area unless authorised in writing by the other Party to do so..
- 12.9 IFGL Pensions may utilise the services of its associated companies to collate information and documentation relating to Clients who will be required to consent to their personal information and data being supplied to associated companies for such purposes and to third parties in connection with investments, or if and when necessary or required for regulatory purposes. A full copy of our Privacy Policy can be found at <https://www.ifglpensions/privacy>.
- 13 Intellectual property rights**
- 13.1 The services provided by IFGL Pensions under these Terms of Business are protected by intellectual property rights including copyright, design right, trade-mark and database rights protection. The use of or access to the service does not in any way confer ownership of those intellectual property rights on the Investment Manager, or Clients.
- 13.2 The Investment Manager will not use or reproduce IFGL Pensions' name, logo or other intellectual property without the written permission from IFGL Pensions, but nothing shall prevent the Investment Manager from using and distributing marketing and promotional materials produced by IFGL Pensions for the purposes for which they were intended.

- 13.3 The Investment Manager shall not amend or reproduce IFGL Pensions' marketing and promotional materials for its own purposes.
- 13.4 The Investment Manager shall not claim to be associated with or in any way connected to IFGL Pensions or make any statement or representation or give any undertakings for or on behalf of IFGL Pensions.

## 14 General

- 14.1 **Assignment:** These Terms of Business may not be assigned or transferred without the prior written consent of all Parties.
- 14.2 **No waiver:** Failure to exercise or delay in exercising any right or remedy under this Agreement shall not constitute a waiver of that or any other right or remedy and no single or partial exercise of any right or remedy under this Agreement shall preclude or restrict any further exercise of such right or remedy. The rights and remedies contained in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.
- 14.3 **Severance:** If any term or provision in this Agreement shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law, that term or provision or part shall to that extent be deemed not to form part of this Agreement and the enforceability of the remainder of this Agreement shall not be affected
- 14.4 **Variation:** No variation or amendment these Terms of Business will be effective unless made in writing and signed on behalf of each of the Parties, save that IFGL Pensions may make such amendments to this Agreement as are necessary to comply with any Applicable Provisions, which may be made at any time upon as much notice as reasonably practicable to the Investment Manager and shall take effect following such notice, if any.
- 14.5 **Third Party Rights:** This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
- 14.6 **No partnership or agency:** Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, or authorise any Party to make any statement or representation or give any undertakings or enter into any commitments for or on behalf of any other Party.
- 14.7 **Exclusivity:** Nothing in this Agreement shall preclude IFGL Pensions from committing to similar agreements with other persons.
- 14.8 **Conflict:** If there is an inconsistency between any of the provisions of this agreement and the provisions of the schedules, the provisions of this agreement shall prevail.
- 14.9 **Governing Law:** These Terms of Business and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales
- 14.10 **Jurisdiction:** Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms of Business or their subject matter or formation.



**Schedule 2 - Investment Manager Registration Form**

By signing this registration form, the Investment Manager is agreeing to the Terms of Business.

Please also fill out the below information:

Name of member (client):

Member designation:

Name of Investment Manager

Holdings are at all times to be in the name of:

MW SIPP Trustees Ltd re:

Signed

Name:

Position in firm/company:

Date (dd/mm/yyyy):



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