

Intermediary Terms of Business

RBC Brewin Dolphin Ireland



Brewin
Dolphin

1. Scope of agreement

- 1.1. Brewin Dolphin Wealth Management Limited (“**RBC Brewin Dolphin**”, “**we**” or “**us**”) provides the services of discretionary investment management and the arrangement of custody services. As a regulated and / or authorised investment adviser (“**you**”), you are independent of us and provide services to your clients (“**Client(s)**”). However, you wish us to provide discretionary investment management services to your Clients where you assess them as suitable for such a service. We acknowledge you are under no obligation to recommend our services to your Clients.
- 1.2. The provision of our services through you and to your Clients is conditional upon satisfactory completion of:
(1) our initial and ongoing due diligence on you; and
(2) your initial and ongoing due diligence on the Client (and our ability to rely on this due diligence on an ongoing basis in accordance with clause 13 below).
- 1.3. We will provide the services and accept responsibility for our mutual Clients in accordance with our Terms and Conditions Ireland (for clients of Intermediaries) unless we agree different terms for any particular Client (for example, where your Client invests through a tax wrapper and we are required to agree different terms with the external product provider (“**Product Provider**”). The terms and conditions applicable in any particular case are referred to as the ‘**Client Terms**’.
- 1.4. Our receipt and acceptance of the relevant Client account opening forms and documentation “**Client Forms**” in respect of our mutual Client will act as our appointment to provide our services to, or for the benefit of, that Client through you in accordance with this Agreement. You may at any time request us to provide services to additional Clients by providing us with completed Client Forms for each of those Clients. If we agree to accept a new Client then this Agreement shall apply in respect of that Client, in addition to the Client Terms. Accordingly, this Agreement applies to any instructions which you give us in respect of any present or future Client whom we have accepted through you.
- 1.5. We will agree with you in respect of each Client the specific services that we will provide and the applicable charges in respect of the services.
- 1.6. For the purposes of this Agreement, the following definitions shall apply:

“**Full Reliance Financial Adviser**” means an intermediary regulated under the European Union (Markets in Financial Instruments) Regulations 2017 (“**MiFID Regulations**”) in Ireland, or under equivalent legislation transposing the Markets in Financial Instruments Directive (Directive 2014/65/EU) (“**MiFID II**”) in another EU Member State.

“**Controlled Reliance Financial Adviser**” means:
(a) an investment business firm, authorised under Regulation 10 of the Investment Intermediaries

Act 1995 (“**IIA**”); or (b) an intermediary regulated under the MiFID Regulations in Ireland, or under equivalent legislation transposing MiFID II in another EU Member State, who we agree, prior to signing this Agreement, will not be treated as a Full Reliance Financial Adviser; or (c) an intermediary incorporated and established outside the European Union.

The rights and obligations in this Agreement apply to both Full Reliance Financial Advisers and Controlled Reliance Financial Advisers, unless specified otherwise.

2. Basis of service

- 2.1. We agree to provide discretionary management services to or for the benefit of, Clients for whom you act as investment adviser. When providing our services through you to each Client, we shall to the extent permitted by applicable law and regulation rely on:
 - 2.1.1 the information and instructions you provide to us;
 - 2.1.2 the due diligence that you have carried out on the Clients and that you have provided to us (including in relation to Full Reliance Financial Advisers any recommendations you have given to the Clients in relation to our services); and
 - 2.1.3 the completeness and accuracy of the information or instructions transmitted by you to us

Further to clause 8 below, where you are a Full Reliance Financial Adviser, you shall remain responsible for:
 - 2.1.4 the completeness and accuracy of the information or instructions transmitted by you to us;
 - 2.1.5 your assessment of the suitability of our services to the Client; and
 - 2.1.6 the recommendation of our services to the Client.
- 2.2. When providing our services through a Controlled Reliance Financial Adviser to a Client, we will carry out an assessment of the suitability of our services for the Client.

We will usually communicate notifications to, or obtain individual consents from, or agreements with, the Client through communications with you, but we reserve the right at any time and at our discretion to communicate directly with the Client, and in any such case, unless requested not to do so by the Client, we will provide you with a copy of the communication. You will ensure that where we use communications to you in respect of notifications, consents or agreements with or for Clients, that you have the necessary authority to accept those on behalf of Clients and will provide information to

Clients as appropriate.

3. Your authority from the client

- 3.1. You agree that the following representations, warranties and undertakings are provided in respect of each mutual Client on each occasion that we agree to provide services through you to the Client and they shall be deemed to be repeated on a continuous basis until our relationship with that Client terminates. You represent, warrant and undertake to us on an ongoing basis that:
- 3.1.1 you have the authority from each Client (either directly from the Client or via a valid Power of Attorney), for us to provide our services in accordance with this Agreement and the Client Terms (together the “**Terms**”) and/or in accordance with any terms we are required to enter into with a Product Provider;
 - 3.1.2 you have provided the Client Terms to each Client and you have received confirmation from each Client that they have accepted the Client Terms before you instruct us to provide services to that Client;
 - 3.1.3 where your Client invests through a wrapped product, you have provided all necessary advice, information and literature to the Client in respect of the selected wrapped product and the Client has accepted the terms and conditions of the Product Provider;
 - 3.1.4 you have full power and authority from each Client (either directly from the Client or via a valid Power of Attorney), to be the person through whom we give and receive all necessary instructions, notifications and consents under the Terms;
 - 3.1.5 all information provided to us by you will be complete, accurate, up-to-date and not misleading in any respect and you agree to notify us without delay should such information change in any regard;
 - 3.1.6 further to clause 8 below, you will make a recommendation to a Client in respect of our provision to the Client of our discretionary management services that is in compliance with applicable law and regulation (including where applicable the MiFID Regulations) or the Central Bank of Ireland’s (“**CBI**”) Consumer Protection Code 2012 (as amended) (“**CPC 2012**”)) on the provision of investment advice and suitability assessments;
 - 3.1.7 further to clause 8.5 below, you will exercise all reasonable skill and care in obtaining any information and/or documentation that we require for the purpose of assessing suitability and that you will comply with our policies, procedures and requirements as may be notified to you by us from time to time in

relation to this;

- 3.1.8 unless otherwise agreed by us in writing, you will promptly provide to the Client all notices, correspondence, documentation and information which you receive from us without altering their content in any way;
- 3.1.9 you will not make representations to the Client about our services except to the extent that they are a proper reflection of our services or information that we provide to you;
- 3.1.10 you will notify us immediately if you become aware of any event which could affect our ability to rely on your representation (as an authorised intermediary) of a Client or the provision of our services to them, including but not limited to the death, legal incapacity or insolvency of a Client or the termination of their relationship with you;
- 3.1.11 each Client will be able to perform any settlement obligation in respect of any transaction effected by us in accordance with the Terms;
- 3.1.12 any transaction effected by us in accordance with the Terms will be a valid and binding obligation enforceable against the relevant Client in accordance with its terms, subject to all applicable law and regulation; and
- 3.1.13 you have no reason to consider that the Client is or is likely to become insolvent.

4. Tied agents

Where you are acting as a principal in relation to one or more appointed representatives in accordance with Section 39 of the UK Financial Services and Markets Act 2000 (the “**Act**”) or tied agents pursuant to the MiFID Regulations or other applicable regulations, you represent and warrant either that you have the requisite power and authority directly from the Client to make the representations, warranties and undertakings referred to in clause 3.1 above or that you have ensured that each appointed representative or tied agent has such power and authority from the Client and has the Client’s consent to delegate those powers and authorities to you.

5. Your status

- 5.1. You represent, warrant and undertake to us on a continuing basis that you have and will have, and are in compliance with, all necessary licences, authorisations, consents, approvals, powers and authorities to enter into and perform your obligations under this Agreement and to provide the services which you provide to the Client and that these will remain in full force and effect at all times during the term of this Agreement and that you are, and will be, in full compliance with all conditions to

your licences, authorisations, consents, approvals, powers and authorities, to the extent imposed.

- 5.2. You represent, warrant and undertake to us on a continuing basis that all information that you provide to us about: any person employed by you or who otherwise acts on your behalf (in each case, a **“Person”**), is and will be complete, accurate and not misleading, and in respect of any Person who has dealings with RBC Brewin Dolphin or its online services pursuant to this Agreement, you agree to notify us without delay should such information change, including when such Person ceases their employment with you or otherwise ceases so acting on your behalf.
- 5.3. Where required pursuant to applicable law and regulation, you agree to provide us with your Legal Entity Identifier (**“LEI”**), without which we will be unable to complete transactions for your Clients. You undertake to promptly notify us of any changes to the LEI either as a result of an annual refresh or a change instigated by an authorised Local Operating Unit for the global allocation of Legal Entity Identifiers. Unless otherwise notified or agreed we will be entitled to rely on your LEI reference provided at outset which will be used for all Clients of yours during the term of this Agreement.
- 5.4. You acknowledge and agree that (unless otherwise required by applicable law and regulation), we have no obligation to ensure that you are in compliance with any relevant provision of applicable law and regulation including, but not limited to, any rule of the CBI or requirement of the MiFID Regulations, CPC 2012 or any other obligations under applicable law and regulation.
- 5.5. You further represent, warrant, and undertake to us on a continuing basis that:
 - 5.5.1 by entering into the arrangements under this Agreement and carrying out your activities envisaged by this Agreement you do not and will not contravene any law or regulation applicable to you, including, without limitation:
 - 5.5.1.1 the provisions of the MiFID Regulations, the CPC 2012 and applicable law and regulation, and the regulations of any regulatory body to whose rules you are subject; and
 - 5.5.1.2 all applicable law and regulation from time to time in force relating to data protection, privacy and the processing of personal data including the Data Protection Acts 1988 to 2018, the General Data Protection Regulation (Regulation (EU) 2016/679) and the European Communities (Electronic Communications Networks and Services) (Privacy and Electronic

Communications) Regulations 2011 (**“Data Protection Law”**); and

- 5.5.2 you are satisfied that the arrangements provided for under this Agreement do not give rise to conflicts of interest as regards your duty to act honestly, fairly and professionally in accordance with the best interests of the Clients or any fiduciary or other duty owed by you to the Clients.
- 5.6. You agree to indemnify us and keep us indemnified against any losses, liabilities, costs or expenses suffered or incurred by us (including any liabilities we have to third parties) as a result of a breach by you of your obligations under this Agreement, or of the representations, warranties and undertakings given by you, under this Agreement.
- 5.7. Where you are acting as a principal in relation to one or more appointed representatives under Section 39 of the Act or tied agents in accordance with the MiFID Regulations, you:
 - 5.7.1 represent and warrant that you are acting on behalf of your appointed representatives and tied agents and that you have full power and authority from each tied agent to enter into this Agreement;
 - 5.7.2 agree to provide each appointed representative and tied agent with a copy of this Agreement and the Client Terms and any amendment to these from time to time;
 - 5.7.3 agree to provide to us a list of your appointed representatives and tied agents and notify us immediately of any changes to that list from time to time; and
 - 5.7.4 represent and warrant that you have in place adequate and appropriate systems and controls to monitor and oversee the activities of your appointed representatives and tied agents and will ensure that all your tied agents comply with all applicable legal and regulatory requirements.
- 5.8. You agree that upon us giving you reasonable prior notice we or our representatives may attend your offices or (if applicable), those of your appointed representatives or tied agents, for the purpose of performing such audits or inspections as we may reasonably require in order to examine your compliance with this Agreement.
- 5.9. You may not assign your rights under this Agreement without prior written consent from us.

6. Payment arrangements

- 6.1. In consideration of us acting as a discretionary investment manager, we receive a fee as agreed from time to time, from the Client's account, to be determined according to the Client's portfolio

value (the “**portfolio management fees**”). In most circumstances, we base portfolio valuations on the market price supplied by an external information provider, as at the close of business, on the valuation date. In other cases where a middle market price is not available, we may need to value the Client’s account using a different basis, using for example, the last trade price or an estimation of the price. Unless otherwise agreed between you and the Client (and subsequently agreed by us in writing), the applicable fees will be charged to the Client’s account in arrears and may be levied monthly, quarterly, bi-annually or annually. A proportionate charge will apply for any part period in which we provide our services.

- 6.2. We may agree to facilitate the levying of your “adviser charge” (i.e. your charge) where you have agreed in writing with the Client that we are able to do so. You agree to notify us of the percentage of the portfolio value or any other relevant charge to be deducted from the Client’s account. You also agree to notify us if there is any VAT due on your charges. We will facilitate this charge and the amount to be deducted will be separately identified on the Client’s valuation (the “**Adviser Charges**”). It is your responsibility to determine if there is any VAT due on your charges and to inform us how much VAT, if any, should be added to your charges and to inform us of any changes to the rate of VAT applying. It is your responsibility to issue all relevant documentation (e.g. a VAT invoice) to the Client for any Adviser Charges we have facilitated the collection of on your behalf. and to remit any VAT arising to the appropriate Tax Authority. You shall indemnify us in respect of any VAT or any tax arising on your charges under Clause 5.6.

In this clause 6 VAT means value-added tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112) or any other equivalent tax in any other jurisdiction and in each case any tax of a similar nature in replacement thereto.

- 6.3. You acknowledge and agree that our facilitation of any such Adviser Charges will cease if you (or the Client) terminate our relationship with respect to that Client or you cease to be authorised or regulated.
- 6.4. You agree to fully disclose in advance to the Client the relevant Adviser Charges and the agreed method of calculation of any of the Adviser Charges facilitated by us, and which are due to you, in accordance with all applicable regulatory requirements.
- 6.5. You represent, warrant, and undertake to us that:
 - 6.5.1 the receipt (and where applicable retention) by you of any payment facilitated by us is permitted by and in accordance with any laws

or regulatory requirements applicable to you;

- 6.5.2 you will account to Clients for all payments received by you that have been facilitated by us in accordance with all applicable statutory and regulatory requirements; and
 - 6.5.3 you shall be deemed to repeat such representations and warranties on each occasion that a payment is made that has been facilitated by us for you, with respect to that payment.
- 6.6. Nothing in this Agreement or in any arrangements entered into pursuant to this Agreement shall oblige us to facilitate any payment if at any time we have reason to believe that you would be in breach of the provisions of clause 5.5 or 6.5 in respect of that payment.

7. Agreement with the client

We will agree to act on behalf of our mutual Client on the terms which are set out in the Client Terms unless we agree otherwise in any particular case. We may change the Client Terms from time to time in accordance with the Client Terms. You agree that you will promptly provide the Client with a copy of the Client Terms. You agree that you will promptly provide the Client with any changes to the Client Terms which we send to you.

8. Suitability

- 8.1. Where you are a Full Reliance Financial Adviser, you agree to provide each Client with a recommendation in respect of the discretionary management service that you instruct us to provide to that Client and in doing so you agree to undertake an assessment of the suitability of the mandate that defines the parameters of our discretion, including as to the investment objectives, risk profile or investment restrictions comprising that mandate. You will be responsible (on an ongoing basis) for the recommendation you have made and for your own suitability assessment for the Client and as to any changes agreed with the Client to be made to the definition of the mandate.
- 8.2. Where you are a Full Reliance Financial Adviser, you agree to obtain all necessary information from the Client regarding the Client’s knowledge and experience of investments, time horizon, financial situation and investment objectives in accordance with our policies and procedures as notified to you by us, and as may be amended from time to time. You agree to exercise all reasonable skill care and diligence in obtaining such information about the Client and in making your own suitability assessment in relation to the Client. You acknowledge that if insufficient information is available with respect to a Client, we may be unable to take any action with

respect to their portfolio.

- 8.3. Where you are a Full Reliance Financial Adviser, you acknowledge and agree that we will in delivering our services and executing transactions for the Client, rely upon the information you provide to us pursuant to this Agreement and in particular to the extent permitted by applicable law and regulation:

- 8.3.1 the recommendations that you provide in respect of the service to the Client;
- 8.3.2 the suitability assessment performed by you. In particular, to the extent permitted by applicable law and regulation we may rely upon your assessment (a) that the services we provide are appropriate for the Client, (b) of the Client's financial position, their financial ability to bear the investment risks associated with the service and the Client's knowledge and understanding of investments and the risks involved with the service, and (c) as to what is suitable for the Client's portfolio in relation to investment objectives, risk profile and investment restrictions. In all circumstances, we will be and will remain responsible for concluding transactions.

- 8.4. for a Client within the scope of the discretionary management services mandate agreed with the Client. Where you are a Full Reliance Financial Adviser, you acknowledge and agree that you will remain responsible for the completeness and accuracy of any information provided to us by you about the Client in relation to your own assessment of suitability for the Client by keeping the Client's situation under review. You will notify us immediately of any changes to the information about a Client previously provided by you and of any changes to the Client's investment objectives, risk profile or investment restrictions that you become aware of. Without prejudice to our entitlement to rely on the information that you provide us, we may make independent or further enquiry with regards to obtaining such information should we deem it appropriate.

- 8.5. Where you are a Controlled Reliance Financial Adviser, we will conduct an assessment of suitability in accordance with our obligations under the MiFID Regulations, even if you have conducted your own assessment of suitability.

9. Information for your clients

- 9.1. We may rely on you to supply any necessary information, disclosures, explanations and documents to your Client. We will give to you, for this purpose, any necessary information, disclosures, explanations and documents. Alternatively, we may at our discretion supply this information directly to your Clients and provide you with copies thereof.
- 9.2. Without prejudice to the other clauses of the Terms

and unless otherwise agreed by us, contract notes (if requested) and periodic statements will be rendered to you in the name of your Client.

10. Client consent and reporting

- 10.1. Where the consent of the Client is required under the Terms or the MiFID Regulations or applicable law and regulation ("Consent"), you acknowledge and agree that we may accept and rely on:
- 10.1.1 the Consent as may be provided directly to us by the Client; or
- 10.1.2 a document evidencing such Consent being provided to us through you; or
- 10.1.3 your express written consent on behalf of the Client.
- 10.2. We shall supply directly to Clients separate risk warnings, separate confirmations, separate periodic statements and, if applicable, depreciation reports. Where applicable, we will account for all dividends, interest payments and other rights accruing and we will produce a year-end tax pack.

11. Instructions

- 11.1. We may accept information relating to Clients and instructions from you in person, in writing or by telephone or email where we reasonably believe the instruction has been given by you. For your protection, we reserve the right to request a written signature on paper for any instruction.
- 11.2. Email Instructions;
- If you wish to communicate with us by email then you should indicate this by providing your email address in the Intermediary Firms Details Form (below) or by writing to us to confirm that you wish to communicate with us by this method.
- If you have any doubt as to whether we have received any email from you, you should contact your RBC Brewin Dolphin Relationship Manager.
- 11.3. Risks of Using Email Communication;
- We have no liability to you arising from a breach of confidentiality or otherwise if any other person sees any communication sent to your email address.
- 11.4. We will act upon instructions given by email if it reasonably appears to us that the communication was sent by you.

In the event that the communication was not sent by you, or not received by us, we shall not accept liability for any loss that you may incur.

12. Data protection and confidentiality

- 12.1. In order to provide our services under the Terms, we may collect, use, share and store personal data about you (and for the purposes of this clause 12

'you' and 'your' includes your directors, officers, employees, agents and other affiliated persons, such as tied agents), and other individuals, such as your Clients. In doing so, we are a data controller (as that term is understood under Data Protection Law) and comply with Data Protection Law, which governs how we may use your or your Client's personal information and provides you and your Client with certain rights in respect of your data.

- 12.2. In order to provide our services under the Terms, we may also process personal information which you or your Client has supplied to us or which has been supplied by a third party, relating to you, your Client or to other individuals, such as a spouse. You are a separate and independent data controller of any personal information that you collect and must comply with any obligations applicable to data controllers under Data Protection Law. Where you provide us with information about another individual you confirm the personal information has been collected, processed and transferred in accordance with Data Protection Laws. Specifically, you confirm that: you have made available to each individual appropriate privacy notices, you have a lawful basis under Data Protection Law to provide this information to us and for us to process it in order to provide our services as otherwise described in the Terms and any personal information transferred to us is accurate. You must transfer any personal information to us using a method of secure file transfer.
- 12.3. In certain circumstances and to the extent necessary to provide our services, we may need to process information about your Client (or another individual, such as a spouse) which Data Protection Law may classify as 'special category personal data', such as information concerning their health, and you warrant that you have the consent of your Client (or that other individual) or another lawful basis under Data Protection Law to share this information with us and to allow us to process this information.
- 12.4. In relation to any personal information that is shared by RBC Brewin Dolphin with you or that you share with RBC Brewin Dolphin, RBC Brewin Dolphin and you agree: (i) to notify the other party without undue delay and in any event within 2 business days of any data subject requests, any complaints from data subjects or any correspondence from a data protection regulator, (ii) to notify the other party of any personal data breach (as defined in the GDPR) with undue delay and in event with 48 hours; and (iii) to cooperate and assist each other in respect of any of the foregoing including locating or erasing any personal information in response to a data subject request or notifying a data protection regulator and/or data subjects in the event of a personal data breach. Notification to RBC Brewin Dolphin should be made to our Compliance Officer and notification to you will be made to your relationship manager.

For the avoidance of doubt, this obligation of mutual cooperation and assistance does not affect RBC Brewin's Dolphin's and your separate obligations as independent data controllers.

- 12.5. In circumstances where we use your personal information to advise you about RBC Brewin Dolphin's services or for other marketing purposes, you have the right to opt out of further contact at any time.
- 12.6. To read our Privacy Notice, which sets out in more detail the ways in which we may process personal data (which may include your personal data and personal data of your Clients, prospective Clients and any individuals related to Clients or prospective Clients), please visit: <https://www.brewin.ie/privacy-notice> or contact your RBC Brewin Dolphin relationship manager to receive a written copy. You warrant that you will provide, or otherwise make available, our Privacy Notice to any individuals from whom you obtain personal data that you disclose to us.
- 12.7. We may record telephone or video conversations and retain recordings of such conversations, including any transcripts and copies of any written communications we have with you. These will be used for the purposes of administering your or your Client's account, for training purposes, to evidence compliance with regulatory requirements including obligations under the MiFID Regulations, in the event of a dispute or as evidence in court.
- 12.8. We will otherwise keep your and your Client('s') personal data and other information of a confidential nature confidential and will only disclose it to our agents, business partners and contractors for the purposes of providing services under the Terms, to regulatory authorities, statutory and government bodies, and to persons who provide us with services in connection with anti-fraud controls as set out in our privacy notice (<https://www.brewin.ie/privacy-notice>) as updated from time to time. We may also disclose it by order of a competent court or if applicable law and regulation otherwise permits disclosure.
- 12.9. We are not obliged to disclose to you information, the disclosure of which would or would likely amount to a breach of duty or confidence owed to any other person or entity.
- 12.10. Save as provided in this clause, you agree that you shall not at any time (before or after termination of this Agreement) disclose to any third-party, information of a confidential nature acquired in consequence of the Terms, except for information which you may be entitled or bound to disclose by law or regulation, or which is requested by regulatory or fiscal authorities or a court of competent jurisdiction, or which is disclosed to Clients (where reasonably necessary for the proper performance of this Agreement), or your advisers where reasonably necessary for the provision of their professional services to you.

13. Financial crime; identification and verification of identity, and anti-bribery,

13.1. In respect of each Client you agree and confirm that:

- 13.1.1 In accordance with Section 40 of the Criminal Justice (Money Laundering and Terrorist Financing) Acts 2010 – 2021 (“CJA”), we will place reliance on you in respect of certain anti-money laundering obligations relating to identification and verification of Clients. You formally consent to us placing such reliance on you;
- 13.1.2 You have carried out and complied with identification and verification obligations (including source of funds and source of wealth checks) in accordance with the CJA, as amended from time to time, and any guidance issued by the CBI, and will comply with applicable Financial Action Task Force (“FATF”) or EU anti-money laundering rules and regulations, (together, the “**Money Laundering Regulations**”);
- 13.1.3 Upon request by us, you will provide to us, as soon as practicable all evidence of the identification and verification carried out by you in accordance with the CJA, which shall include information and documentation pertaining to the Client, any beneficial owner, beneficiary or third party for whom our services are provided. On occasion, if requested by managers of any Packaged Products (such as UCITS investment funds) we will be required to forward this evidence to them prior to any purchase being undertaken or redemption being exercised. We will conduct regular assurance testing of you to ensure that you are in a position to provide to us, in a timely manner, all requested evidence of identification and verification information and documentation;
- 13.1.4 We are unable to accept third party Certificates of Confirmation of Identity as evidence of verification. You agree that if a Client has been introduced to you via a Certificate of Introduction you will undertake your own independent identification verification of the identity of the Client, in accordance with the CJA, before submitting the Client Forms for that Client to us. The minimum level of identification and verification that we will rely upon is the standard level of customer identification and verification as set out in the CJA. We will not rely on Simplified Due Diligence, use of source of funds as evidence of identity, or verification that has been passed on to you by another firm;
- 13.1.5 We are required to keep current records in respect of Know Your Client (“KYC”) information and will therefore periodically test the resilience of information and anti-money

laundering verification documentation held by you in respect of Clients under this Agreement;

- 13.1.6 You will establish and maintain policies, processes and procedures (to the extent not already established and maintained) to ensure that records used to identify and verify any Client referred to us by you will be retained for a period of not less than five years following the termination of your relationship with your Client;
 - 13.1.7 You are satisfied (acting reasonably and in compliance with applicable law and regulation), that any funds remitted to us in connection with financial business conducted with you on behalf of your Client do not represent the proceeds of criminal conduct or terrorist activity;
 - 13.1.8 You have taken measures to ensure that any Clients referred to us are neither individuals nor institutions who appear on the applicable sanctions lists of suspected or known terrorist organisations nor persons against whom the EU or United Nations have imposed sanctions.
- 13.2. You have implemented enhanced customer due diligence procedures for the verification of identity and monitoring of Politically Exposed Persons and other high-risk relationships, in accordance with the Money Laundering Regulations. You confirm that you have implemented and will maintain a suitable anti-bribery and corruption policy which covers all aspects of your business. You represent, warrant and undertake that you (and your directors, officers, employees, agents or appointed representatives) have acted and will continue to act in accordance with all applicable anti-bribery and corruption laws and regulations (including the Criminal Justice (Corruption Offences) Act 2018 (the “**CJA 2018**”). You will provide us with all reasonable assistance to enable us to comply with the CJA 2018 including, without limitation, monitoring your compliance with the CJA 2018 and any other applicable anti-bribery and corruption laws and notifying us immediately of any request by a third party which could be construed as a request for a bribe in connection with the provision of our services under the Terms.

14. Charges

Our current Services & Charges document will be provided to you and you should promptly forward this to your Client. Any changes to the Services and Charges document will be notified to you (and in turn you should notify your Client) by us at least 30 calendar days in advance of any change.

Charges are exclusive of any applicable Value Added Tax as are any out-of-pocket expenses incurred by us in carrying out our duties under the Terms, both of which are also payable by your Client.

15. Client money and assets

All Client money and assets shall be held in accordance with the MiFID Regulations and the Central Bank (Supervision and Enforcement) Act 2013 (Section 48(1)) (Investment Firms) Regulations 2017.

16. Custody of investments

Custody services will be provided to your Client in accordance with the Client Terms.

17. Promotion

- 17.1. We will not make unsolicited marketing or promotional calls to your Clients without prior authority or consent.
- 17.2. Nothing in this Agreement shall prevent us from providing a service to a Client otherwise than through your agency where the Client approaches us directly for this service or at any time after the Client has terminated its relationship with you.

18. Variation; notices

- 18.1. This Agreement is binding upon you and represents the whole agreement between us and supersedes any prior agreement or arrangement. We may change this Agreement in whole or in part by sending you written notice at least 28 calendar days in advance of any change becoming effective.
- 18.2. Any proposed change to the terms of this Agreement which you wish to make will only become effective when we receive a letter from you setting out the proposed change concerned, and we confirm in writing acceptance of such change.
- 18.3. No change to this Agreement will affect any outstanding order or transaction or any legal rights or obligations which may already have arisen.
- 18.4. All correspondence and notices shall be deemed to be received two business days after posting if sent by first class pre-paid post to addresses within Ireland, seven business days if sent by airmail post to addresses outside of Ireland, or on transmission if sent by e-mail provided that the sender receives a delivery confirmation notice. Emails received after 17:00 hours GMT will however be deemed to have been received on the next business day. A business day is a day on which banks are open for business in Ireland, except Saturdays or Sundays.

19. Termination

- 19.1. This Agreement may be terminated either by us or by you by giving the other at least three months' notice in writing.
- 19.2. Upon termination of this Agreement, we shall have no further obligation to make any payments of any kind after the date of termination.

- 19.3. We shall have the right to terminate this Agreement with immediate effect if you are in breach of any of the warranties, representations and undertakings given by you or any other provision of this Agreement.

- 19.4. This Agreement shall terminate immediately upon:

- 19.4.1 our ceasing to be authorised under the MiFID Regulations;
- 19.4.2 you ceasing to be authorised under the MiFID Regulations or the IIA, as the case may be for non-Irish intermediaries, ceasing to be authorised or regulated by the relevant regulator in your jurisdiction; or
- 19.4.3 the liquidation or appointment of a receiver, administrative receiver or administrator, or commencement of any insolvency proceeding in a relevant jurisdiction, of us or you (other than for the purposes of a reconstruction previously approved in writing by the other party).

20. Complaints

If you have a complaint on behalf of your Client about any aspect of our service (including any complaints relating to the processing of personal information), please speak to or write to your

RBC Brewin Dolphin Investment Manager or to our Compliance Officer at Number One Ballsbridge, Building 1, Shelbourne Road, Dublin 4, D04 FP65, Ireland. You do not have any right of access to the Financial Services and Pensions Ombudsman in your own right, which is a free arbitration service for Retail Clients. However, you should refer to us any complaints you receive about the services we provide to your Client.

21. Waiver

The failure to exercise or delay in exercising a right or a remedy provided under this Agreement or by any law does not constitute a waiver of the right or the remedy or a waiver of other rights or remedies. A waiver of a breach of any clause in this Agreement or of a default under this Agreement does not constitute a waiver of any other breach or default and shall not affect the other clauses in this Agreement. A waiver of a breach of any of the clauses in this Agreement or of a default under this Agreement will not prevent a party subsequently requiring compliance with the waived obligation.

22. Severability

Each clause of this Agreement is severable and if any provision becomes invalid, void, voidable or unenforceable, or contravenes any applicable law and regulation, the remaining clauses will not be affected.

23. CBI register

Controlled Reliance Financial Advisers who are authorised as investment business firms under the IIA are under an initial and ongoing obligation to provide us with all required information in order to enable us to meet our regulatory obligation to provide the CBI with information in respect of any appointed investment product intermediaries, as defined under Section 25 of the IIA. Each Controlled Reliance Financial Adviser who is an authorised investment business firm under the IIA is under an ongoing obligation to inform us without delay should any of the details on the Register change and require to be updated.

24. Governing law

This Agreement and any non-contractual obligations arising from or in connection with it will in all respects be governed and construed in accordance with Irish law.

Both parties submit to the non-exclusive jurisdiction of the Irish courts to settle any disputes or claims which may arise out of or in connection with this Agreement or which relate to any non-contractual obligation arising from or in connection with this Agreement.

Intermediary firm details, declaration and acceptance of Intermediary Terms of Business

I/We declare on behalf of the Intermediary firm named below (“Intermediary”), that the Intermediary agrees to be bound by RBC Brewin Dolphin’s ‘Intermediary Terms of Business’, in relation to the services RBC Brewin Dolphin will provide to Clients via the Intermediary,
on a Full Reliance Financial Adviser basis or a Controlled Reliance Financial Adviser basis

Name of Intermediary Firm

Date

Intermediary Contact Person

Address of Intermediary firm

Postcode

Intermediary email address

Signed by

Authorised Signator(y)(ies)

Name(s) of Authorised
Signator(y)(ies)

Is the Intermediary regulated by the CBI, FCA or another national regulator? Yes No

If Yes to above, please provide the Intermediary’s CBI number.

Or other than CBI regulated entities please state the Regulatory Body and Regulatory Number.

Please provide the Intermediary’s Legal Entity Identifier (LEI) number.

The LEI number is a 20 character reference which is provided by Euronext Dublin or other relevant issuing authority upon application.

Please provide the Intermediary’s Company Number.

Will you appoint an appointed representative or tied agent to act on your behalf? Yes No

If Yes to above, please state name of the appointed representative or tied agent and their authorisation number (if applicable).

Is the Intermediary VAT Registered? Yes No

If Yes to above, please provide the Intermediary’s VAT Number.

Intermediary firm details, declaration and acceptance of Intermediary Terms of Business continued

Intermediary Bank Details

Account Name

Name of Bank

Branch

Bank Account Number

Sort Code

Currency of bank account

IBAN number

City

Country

Beneficial Owners

Please provide details of any individual who:

- exercises ultimate control over the management of the Intermediary firm;
- owns or controls more than 25% of the shares or voting rights in the Intermediary firm (directly or indirectly); or
- otherwise controls the Intermediary firm (e.g. if no individual owns or controls more than 25% of the shares or voting rights, the individual(s) owning a lower percentage exercising effective control).

Please note, if the Beneficial Owner is a trust or company, please provide the details of the natural person(s) exercising ultimate Beneficial Ownership/Control.

Name

Intermediary Firm Role(s)
(e.g., Director, Partner, Member,
Shareholder, etc.)

Date of Appointment
(where applicable)

Authority to Instruct?
(Full, Investment, Administrative,
Other & None)

Please ensure that you notify RBC Brewin Dolphin immediately of any changes to the above details.

Notes

brewin.ie



Brewin Dolphin Wealth Management Limited trading as RBC Brewin Dolphin is regulated by the Central Bank of Ireland. For UK clients only: RBC Brewin Dolphin is deemed authorised and regulated by the Financial Conduct Authority. The nature and extent of consumer protections may differ from those for firms based in the UK. Details of the Financial Services Contracts Regime, which allows EEA-based firms to operate in the UK for a limited period to carry on activities which are necessary for the performance of pre-existing contracts, are available on the Financial Conduct Authority's website. Registered office: Number One Ballsbridge, Building 1, Shelbourne Road, Dublin 4, D04 FP65, Ireland. Registered in Dublin, Ireland No. 235126

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