

### TERMS OF BUSINESS FOR INTERMEDIARIIES

# 1. Scope

These Terms of Business establish the relationship between EdenTree and the Intermediary and set out the conditions upon which EdenTree Investment Management ('EdenTree') accepts business from an Intermediary in relation to its investment products. They shall take effect immediately upon their receipt by the Intermediary or on receipt of any transaction by or through the Intermediary.

By placing business with EdenTree the Intermediary is deemed to have read, understood and agreed to these Terms of Business.

## 2. Definitions

Act the Financial Services and Markets Act 200

**Business** includes any regulated activity (as defined by section 22 of the Act)

**Customer** means a client of the intermediary on whose behalf the Intermediary is acting in relation to any Fund

EdenTree means EdenTree Investment Management Limited.

**Intermediary** means an independent intermediary, stockbroker or other professional advisor, whether describing itself as independent or otherwise and who may or may not be a person authorised by the FCA, or applicable local regulatory body, who accepts and deals under these Terms of Business.

**FCA** means the Financial Conduct Authority

**Fund** means any sub-fund of EdenTree Investment Funds – Series 1 or EdenTree Investment Funds – Series 2

## 3. General Conditions

EdenTree reserves the right, at its discretion not to accept business from an Intermediary.

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EdenTree will not accept business from an Intermediary who is not or ceases to be authorised under the Act. The Intermediary must inform EdenTree promptly should its authorisation to carry out business be suspended, modified or terminated.

EdenTree will treat the Customer as its client. The intermediary is the agent of the client. Communications will be sent directly to the Customer.

EdenTree will treat the Intermediary as a professional client. The Intermediary shall not act as an agent of EdenTree.

EdenTree does not provide any advice as to the suitability or appropriateness or otherwise of any Fund.

The Intermediary will only be acknowledged as agent of the client on receipt of a correctly completed application form containing the Intermediaries authorisation number.

The Intermediary agrees not to distribute any EdenTree communications provided to the Intermediary which is marked for Investment Professionals only.

EdenTree will make available to the Intermediary all regulatory documents to enable the Intermediary to fulfil its obligations to the Customer.

The Intermediary will inform EdenTree of any customer vulnerability which will enable EdenTree to provide the appropriate level of support to that customer.

The Intermediary will assist EdenTree in meeting all regulatory requirements in respect of the Customer and the Funds, including but not limited to providing information on request to enable EdenTree to meet its duties under The Consumer Duty.

## 4. Commission

EdenTree does not pay commission on new Intermediary introduced business.

EdenTree will pay commission to an Intermediary, at such frequency or frequencies as set out by EdenTree, where this is permitted by COBS as set out in Schedule 1.

EdenTree will cease to pay commission to an intermediary in the following circumstances:

- Intermediary ceases to be authorised
- Where the Customer informs EdenTree that it is no longer an agent of the client
- Where a Customer is marked as goneaway, and the Intermediary is unable to confirm the Customers correct address
- Where a Customer is no longer a Customer of EdenTree

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If a Customer exercises their cancellation rights then any commission paid to the Intermediary must be repaid.

EdenTree may provide details of any commission paid to an Intermediary when requested by a Customer.

Where commission has been accrued but remains unclaimed by the Intermediary for at least 6 years from payment date, then EdenTree may transfer unpaid commission to its own account without any future claim being made to it by the Intermediary.

## Variation and Termination

EdenTree reserves the right to vary these Terms of Business, including the schedule at its discretion at any time by giving at least 30 days notice to Intermediaries and will become effective immediately on the end of the notice period.

The Intermediary shall not be entitled to sub-contract or transfer any rights and obligations arising under or out of these Terms of Business without the prior written consent of EdenTree.

EdenTree and/or the Intermediary may terminate these terms of business at any time upon notice to the other. No compensation shall be due to the Intermediary upon termination of these Terms of Business.

# Schedule 1 Commission Terms and Rates

#### **Initial Commission**

No initial commission will be paid in respect of any new business accepted by EdenTree.

#### **Renewal Commission**

Where renewal commission is applied this will be calculated and paid quarterly. Renewal commission is calculated as a percentage of the value of the Customers holding. Commission is only paid out once the amount accrued exceeds £10.

## **Commission Rates**

Qualifying historic investments into the retail A class generated a 0.50% renewal commission.

### **Contact Details**

EdenTree Service Team is available on 0800 011 3821 or at <a href="mailto:ifa@edentreeim.com">ifa@edentreeim.com</a>

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