

Terms of Business

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Terms of Business

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.

1. Definitions

Act the Financial Services and Markets Act 2000

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

Consumer Duty means the FCA rules and guidance which implemented The Consumer Duty

Distributor means a firm which offers, recommends or sells investments or provides investment services to clients.

EdenTree means EdenTree Investment Management Limited.

Intermediary means a firm, platform or intermediary 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 to carry out investment-related business and act as agents between EdenTree and the Customer.

FCA means the Financial Conduct Authority

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

Vulnerable Customers means someone who, due to their personal circumstances is especially vulnerable susceptible to harm – particularly when a firm is not acting with appropriate levels of care.

2. General Conditions

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

EdenTree will assess the Intermediaries status in accordance with COBS 3.5. EdenTree will not accept business or pay renewal commission 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. The Intermediary agrees to inform EdenTree promptly of any material or relevant changes to their regulatory status.

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 to retail clients, unless otherwise permitted by FCA rules. Materials will be treated as suitable for retail distribution unless otherwise stated

EdenTree will make available to the Intermediary all regulatory documents to enable the Intermediary to fulfil its obligations to the Customer. The Intermediary is responsible for ensuring that any Fund transacted is suitable for the Customer.

The Intermediary will inform EdenTree of any customer vulnerability and assist EdenTree in identifying and supporting vulnerable customers, in line with FCA Consumer Duty requirements.

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.

3. 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 gone away, and the Intermediary is unable to confirm the Customers correct address
- Where a Customer is no longer a Customer of EdenTree

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. EdenTree will make reasonable efforts to contact the Intermediary before reclaiming unclaimed commission.

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

Renewal commission will be paid on the A share class of eligible funds. No renewal commission will be paid in respect of any new business accepted. Where renewal commission is applied this will be calculated and paid quarterly in arrears. 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.

Payments are paid electronically or by cheque.

Commission Rates

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

Payments to non-UK intermediaries

EdenTree may pay retrocession fees to non-UK intermediaries where such payments are permitted under the laws and regulations of the intermediary's jurisdiction. These payments may be facilitated via recognised distribution platforms or direct invoicing, and shall be subject to the following conditions:

- The intermediary must confirm in writing that it is authorised to receive such payments under applicable local regulations.
- Retrocession rates shall be agreed in advance and documented in a distribution agreement or equivalent confirmation.
- EdenTree shall maintain records of all retrocession arrangements, including payment terms, recipient details, and regulatory confirmations.
- Retrocession payments shall not be made where they would conflict with FCA rules, including those under the Consumer Duty and COBS, or where they could result in foreseeable harm to retail customers.
- EdenTree reserves the right to withhold or terminate retrocession payments where regulatory conditions change or where the intermediary fails to meet its obligations under these Terms of Business.

Contact Details

EdenTree Service Team is available on 0800 011 3821 or at clientservice@edentreeim.com

www.edentreeim.com