

QUILTER CHEVIOT EUROPE LIMITED INVESTMENT INTERMEDIARY TERMS OF BUSINESS



QUILTER CHEVIOT
INVESTMENT MANAGEMENT

1. INTERPRETATION

- 1.1 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.2 Words in the singular shall include the plural and vice versa. Any words following the terms including, include, in particular, for example or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.3 A reference to 'us', 'our' or 'we' is a reference to Quilter Cheviot Europe Limited (**QCE**).
- 1.4 A reference to a law is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it. References to laws and regulations in these terms of business include the laws and regulations applicable to QCE and the Investment Intermediary in the European Union.
- 1.5 **Agreement:** means the agreement entered into between the Investment Intermediary and QCE incorporating these Investment Intermediary Terms of Business and, where applicable, the Investment Intermediary Registration Form.
- 1.6 **Applicable Data Protection Laws:** any relevant legislation in force from time to time protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the country or territory in which the data controller and/or data processor is established, including the General Data Protection Regulation (EU) 2016/679.
- 1.7 **CBI:** the Central Bank of Ireland and any successor or replacement bodies which regulate financial services in Ireland.
- 1.8 **Client:** a Prospective Client who has been Referred by the Intermediary and who has entered into a Relevant Contract.
- 1.9 **Client Terms:** the standard QCE Client terms and conditions as updated from time to time and available at www.quiltercheviot.com.
- 1.10 **Investment Intermediary:** the organisation which refers, or has Referred, Prospective Clients to QCE and, where applicable, is named in section A of the Investment Intermediary Registration Form.
- 1.11 **Investment Intermediary Registration Form:** where applicable, the form completed and signed by the Investment Intermediary in order to enter into a business relationship with QCE.
- 1.12 **Prospective Client:** a person (who may be a policyholder of an offshore bond) to whom QCE has not previously provided goods or services or been in negotiations to provide the Services before the

Referral Date.

- 1.13 **Referral Date:** for each Prospective Client, the date during the term of this Agreement upon which the Investment Intermediary first Refers such Prospective Client to QCE.
- 1.14 **Referral:** the provision to QCE of the contact details of a Prospective Client who knows one or more individuals at the Investment Intermediary and such contact details relate to an individual who is authorised in his own right to purchase, or is of sufficient seniority to authorise or recommend the purchase of, Services from QCE. **Refer, Refers** and **Referred** shall be interpreted accordingly.
- 1.15 **Relevant Contract:** a contract for the supply of Services entered into during the term of this Agreement between QCE and a Prospective Client who was Referred by the Investment Intermediary.
- 1.16 **Services:** investment management, and any other services, provided by QCE.

2. QUILTER CHEVIOT EUROPE LIMITED

- 2.1 Quilter Cheviot Europe Limited (trading as 'Quilter Cheviot' and 'Quilter Cheviot Investment Management'), is a limited company registered in Ireland with number 604377, with its registered office at Hambleden House, 19-26 Lower Pembroke Street, Dublin DO2 WV96. Quilter Cheviot Europe Limited is regulated by the CBI.
- 2.2 QCE's Irish VAT number is 3603283GH.

3. COMMENCEMENT

- 3.1 Unless agreed otherwise by us, the Agreement shall commence on the date of last signature in section F of the Investment Intermediary Registration Form and continue until termination or expiry in accordance with these Investment Intermediary Terms of Business.

4. INVESTMENT INTERMEDIARY

- 4.1 The Investment Intermediary confirms that it shall: (1) comply with all applicable laws, regulations and rules; (2) notify QCE promptly (and in any event within 5 days) upon becoming aware that it has breached any applicable law, regulation or rule, is subject to a formal investigation or disciplinary action by a regulatory or governmental body, or if a Client complains about us; and (3) not do or omit to do anything which could cause us to breach any applicable law, regulation or rule.
- 4.2 The Investment Intermediary confirms that, where applicable, it is, and will for the duration of this Agreement remain, authorised and regulated by the CBI as: (1) an authorised intermediary under the Investment Intermediaries Act 1995; or (2) authorised as an investment firm under the European



Communities (Markets in Financial Instruments) Regulations 2017. Where the Investment Intermediary is established in a European Union member state other than Ireland, the Investment Intermediary confirms that, where applicable, it is, and will for the duration of this Agreement remain, authorised and regulated by the relevant competent national financial services regulator (that is equivalent to the CBI).

- 4.3 The Investment Intermediary confirms that it has all necessary consents, authorisations and approvals to comply with all of its duties and obligations set out in the Agreement.
- 4.4 The Investment Intermediary shall have no authority, and must not hold itself out as being authorised, to bind or incur any liability for or on behalf of QCE.
- 4.5 The Investment Intermediary must not: (1) vary or attempt to vary the terms of the services QCE (or any affiliate) provides; (2) use QCE's name, logo or other intellectual property without the prior written consent of QCE; (3) provide to Prospective Clients or Clients any of QCE's marketing material which is designated for intermediaries or advisers only; or (4) make any statements concerning QCE or its services (or those of any of its affiliates) which are not contained in QCE's marketing material.
- 4.6 Where applicable QCE may require the Investment Intermediary to demonstrate its authority to act as agent for Prospective Clients or Clients.
- 4.7 If the Investment Intermediary is a firm of accountants or solicitors, QCE may assume, until it notifies QCE otherwise, that it: (1) has a licence from a designated professional body which remains in effect; and (2) is able to carry on regulated activities.

5. INTERNET ACCESS

- 5.1 If requested by the Investment Intermediary or the Client, QCE shall grant the Investment Intermediary access to its internet service. The Investment Intermediary must keep any user ID and password provided confidential and must not allow unauthorised use or access to this service by anyone outside of the Investment Intermediary's organisation. Any rights of access to this service may not be assigned, licensed or otherwise transferred by the Investment Intermediary without the prior written consent of QCE.
- 5.2 QCE may change the content, presentation, performance, user facilities and availability of any part of its internet service without notice. QCE does not warrant or guarantee the accuracy, adequacy, quality or fitness for any particular purpose or use of its internet service. QCE shall take reasonable steps to protect personal data but cannot guarantee the security of any data disclosed online. The Investment Intermediary accepts the inherent security implications of passing information over the internet and agrees that internet services are used at the Investment Intermediary's own risk. We reserve the right to suspend or cease the Investment Intermediary's access (or the access of any individual within the Investment Intermediary's organisation) to our internet services at any time without notice and at our sole discretion

(acting reasonably) and will do so promptly on request from a Client or if the Investment Intermediary breaches the terms of this clause 5 (or we reasonably believe it to have done so). Subject to clause 13.9, neither QCE nor any of its affiliates shall be liable in respect of any errors, omissions or breaches of security in relation to our internet service.

6. ANTI-MONEY LAUNDERING, BRIBERY, SANCTIONS AND CORRUPTION

- 6.1 The Investment Intermediary must: comply with all applicable laws, statutes, regulations and codes relating to anti-money laundering, anti-corruption and terrorist-financing; promptly (and in any event within 5 days) report to QCE any request or demand for any undue financial or other advantage received by, or given by, the Investment Intermediary; and immediately notify QCE in writing if a foreign public official is or becomes an officer or employee of the Investment Intermediary or owns or acquires a direct or indirect interest in the Investment Intermediary.
- 6.2 QCE may act, in good faith, to avoid violation of any applicable anti-money laundering, or anti-corruption laws, statutes, regulations and codes, including terminating this Agreement or withholding payments.
- 6.3 The Investment Intermediary must comply with QCE's Third Party Anti-Corruption Standard as set out in Schedule 1.
- 6.4 Where relevant, the Investment Intermediary shall ensure that any person associated with it who is performing services in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Investment Intermediary in this clause 6. The Investment Intermediary shall be responsible for the observance and performance by such persons of such agreement, and shall be directly liable to QCE for any breach by such persons of that agreement.
- 6.5 Breach of this clause 6 shall be deemed a material breach under clause 12.

7. INSTRUCTIONS

- 7.1 QCE will be entitled to assume that any information provided about a Client by the Investment Intermediary is complete and accurate and that it remains so unless QCE is advised otherwise. The Investment Intermediary will notify us immediately if it becomes aware of any changes to the identity or contact details of a Client or any information the Investment Intermediary has supplied in relation to the Client.
- 7.2 QCE shall only accept instructions from those individuals who are authorised to give instructions on behalf of the Investment Intermediary or who the Investment Intermediary has previously advised us have authority to give instructions on its behalf. Unless the Investment Intermediary is acting as the Client's agent or otherwise agreed by us, we shall only accept a limited range of instructions from the Investment



Intermediary on behalf of a Client and will not accept investment instructions relating to a Client's account or instructions to change a Client's investment objectives or risk profile without confirmation of such instructions from the relevant Client.

- 7.3 QCE may send to, and receive information from, the Investment Intermediary by electronic media.
- 7.4 The Investment Intermediary shall provide its Clients for whom we provide services with a copy of our Client Terms and obtain their consent to our Order Execution Policy (see www.quiltercheviot.com/ie/financial-adviser/important-information/order-execution-policy-policy for a copy of the policy).
- 7.5 If the Investment Intermediary is acting as agent for a Client: (1) in giving instructions on behalf of a Client, the Investment Intermediary confirms that it is duly appointed as the agent of the Client, with the Client's full authority to act in relation to all matters in relation to this Agreement; (2) where the consent of a Client is required under law, or CBI regulations, we are entitled to accept the Investment Intermediary's express written consent as the consent of the Client and to assume that the Investment Intermediary is authorised to give that consent; (3) if a document requires signing by the Client we are entitled to rely on the Investment Intermediary's confirmation that the Client has duly signed and returned it to the Investment Intermediary; and (4) for the avoidance of doubt, by entering into this Agreement, the Investment Intermediary gives its express written consent to our Order Execution Policy. This means that the Investment Intermediary agrees that orders given by it may be executed outside a regulated market, multilateral trading facility or organised trading facility.

8. REFERRALS

- 8.1 The Investment Intermediary shall make Referrals of Prospective Clients to QCE only in accordance with these Investment Intermediary Terms of Business.
- 8.2 The Investment Intermediary shall ensure that: (1) its interests do not conflict with the Agreement; (2) any Referral will not impair compliance with QCE's duty to act in the best interests of the Prospective Client; and (3) it informs QCE promptly (and in any event within 5 days) if a Client terminates any agreement with the Investment Intermediary.
- 8.3 Where a Prospective Client is Referred by the Investment Intermediary and the Prospective Client then refers QCE to a third party who purchases Services from QCE, the Investment Intermediary shall not, by virtue of such initial Referral, be deemed to have Referred the third party to QCE.
- 8.4 Upon request, the Investment Intermediary shall promptly (and in any event within 5 days), provide to QCE such details regarding a Prospective Client who intends to enter into a Relevant Contract as are reasonably required to: create a new client record; confirm identity; and carry out anti-money laundering, conflict checks and other due diligence.

9. PAYMENT

- 9.1 If the Investment Intermediary is a financial adviser, unless agreed otherwise by QCE (in compliance with law and regulation), such Investment Intermediary shall be remunerated by an 'adviser charge' which shall be agreed between the Investment Intermediary and the Client and documented on the relevant QCE form (to be provided on request). Such charge shall be calculated at the same time and in the same way as the QCE investment management charge and the Investment Intermediary shall be responsible for the correct application of any applicable taxes. QCE shall procure that its affiliate, Quilter Cheviot Limited (**QCL**), facilitates payment of the agreed adviser charge from the relevant Client account (which is administered by QCL). QCE shall instruct QCL to cease facilitating payment of such adviser charge if it is contrary to applicable law or regulation, if it is instructed to do so by a court or relevant regulatory authority or at the request of the relevant Client or Investment Intermediary.
- 9.2 Regardless of the other provisions of the Agreement, no remuneration, payment or non-monetary benefit shall be due from QCE to the Investment Intermediary if: (1) it would impair compliance with QCE's duty to act in the best interests of the Client; (2) the existence, nature and method of calculating such remuneration or payment (and the amount or percentage of it if it is a commission) is not clearly disclosed to the Client in a manner that is adequate, clear, fair, not misleading, comprehensive, accurate and understandable, before the provision of Services to the Client; (3) such remuneration or payment is not designed to enhance the quality of the service to the Client; or (4) it is not permitted by applicable law or regulation.
- 9.3 No remuneration, payment or other compensation shall be payable by QCE to the Investment Intermediary where: (1) QCE contracts with a third party in the circumstances described in clause 8.3; or (2) following termination of the Agreement.
- 9.4 Where the Investment Intermediary is (or should be) regulated by the CBI, no payment or other compensation shall be payable by QCE to that Investment Intermediary if the Investment Intermediary is not or ceases to be regulated by the CBI.
- 9.5 If any remuneration paid to the Investment Intermediary by QCE or the Client is subsequently discovered to be incorrect, the Investment Intermediary shall repay such remuneration promptly (and in any event within 30 days).
- 9.6 QCE shall not be responsible for any costs and expenses incurred by the Investment Intermediary unless agreed by QCE in writing in advance.
- 9.7 The Investment Intermediary acknowledges that, in the event that a Client instructs us to cease facilitating payment of any remuneration to the Investment Intermediary, we must act on the Client's instructions and will therefore be entitled to do so. We will not facilitate any new adviser charges (or other remuneration payments) to an Investment Intermediary or change the terms or amount of any



existing payments unless and until we are in receipt of requisite authority from the relevant Client to do so.

10. CONFIDENTIALITY

- 10.1 Neither QCE nor the Investment Intermediary shall, at any time during the term of the Agreement, and for a period of five years after termination of it, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by this clause 10. Each party may disclose the other party's confidential information: (1) to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under the Agreement. Each party must ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information, comply with this clause 10; and (2) as may be required by law, court order or any governmental or regulatory authority. QCE may also disclose the Investment Intermediary's confidential information to its affiliated companies, successors or anyone we transfer our business to.
- 10.2 Telephone conversations between the Investment Intermediary and QCE may be recorded without the use of a warning tone. These recordings are QCE's sole property and may be used in evidence. In the course of providing Services to Clients or regarding the Agreement, we may make unsolicited telephone calls to the Investment Intermediary, but only if we consider this to be in the Investment Intermediary's best interests, in accordance with the CBI Rules, and if between 8.00 a.m. and 9.00 p.m. (as measured in the locality of receipt) unless agreed otherwise.
- 10.3 Subject to applicable law and regulation, and upon the Investment Intermediary's request, we will provide the Investment Intermediary with copies of quarterly statements and other correspondence between us and Clients it has Referred, provided we authorised to do so by such Clients.

11. DATA PROTECTION

- 11.1 In this clause 11, Personal Data means data that relates to a living individual who can be identified from the data (either by itself or when it is combined with other data).
- 11.2 QCE may process Personal Data in connection with the Agreement and the Services that it provides under it or the Client Terms. For the purposes of the Applicable Data Protection Laws, QCE is a data controller in respect of this Personal Data and is responsible for ensuring that it processes it in compliance with the Applicable Data Protection Laws.
- 11.3 QCE explains what personal data it will process, why and how it will process it, who it may share it with, and the rights that an individual has in respect of their Personal Data in the privacy notice on our website at www.quiltercheviot.com. In the remainder of this clause 11, QCE refers to this as its "Privacy Notice".
- 11.4 If the Investment Intermediary is an individual, the

Privacy Notice applies to QCE's processing of the Investment Intermediary's Personal Data. If the Investment Intermediary is not an individual, the Privacy Notice applies to QCE's processing of any Personal Data that the Investment Intermediary provides to it or that it otherwise processes in connection with the Agreement or the Services.

- 11.5 The Investment Intermediary must ensure that any Personal Data that it provides to QCE is accurate and up to date, and that it promptly notifies QCE if it becomes aware that it is incorrect.
- 11.6 In respect of any Personal Data relating to a third party individual that the Investment Intermediary provides to QCE, the Intermediary must:
- have satisfied a statutory ground under the Applicable Data Protection Laws permitting the Investment Intermediary to transfer the relevant Personal Data to QCE for it to use in accordance with the Privacy Notice;
 - have notified the third party individual that it is providing their personal data to QCE and explained the reasons for this;
 - draw the attention of the third party individual to the Privacy Notice; and
 - promptly notify the third party individual of any changes to the Privacy Notice that QCE notifies to the Investment Intermediary.
- 11.7 If the Investment Intermediary is not an individual, it must take reasonable steps to notify its employees, officers (and their associates), trustees, and beneficial owners (as appropriate) that QCE may process their Personal Data in connection with the Agreement and the Services it provides. The Investment Intermediary must also draw their attention to the Privacy Notice.
- 11.8 The Investment Intermediary consents to its Personal Data being transferred to the United Kingdom for processing by QCL.

12. TERMINATION

Without prejudice to any rights that have accrued under the Agreement or any other rights or remedies, either party may at any time terminate the Agreement:

- by giving the other party 12 weeks' written notice to terminate;
- with immediate effect by giving written notice to the other party if the other party commits a material breach of the Agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified;
- with immediate effect if QCE or (where applicable) the Investment Intermediary ceases to be authorised by the CBI or other relevant regulatory authority;
- with immediate effect if QCE no longer provides services to any Clients the Investment Intermediary has Referred;
- with immediate effect if the other party is unable to pay its debts as they fall due or is to be wound up, an administrator, administrative receiver, receiver, liquidator or similar officer is to be



appointed in respect of the other party, the other party is to cease to carry on all or substantially the whole of its business; or

- (f) where applicable, with immediate effect if the Investment Intermediary ceases to be the agent of a Client (as determined by QCE in its absolute discretion) in respect of that Client only.

13. MISCELLANEOUS

- 13.1 QCE may assign, transfer, subcontract or delegate its rights and obligations under the Agreement to its affiliated companies, successors or anyone we transfer our business to provided that the Investment Intermediary is given reasonable prior written notice of any such assignment, transfer, subcontracting or delegation. The Investment Intermediary may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Agreement.
- 13.2 Unless expressly stated otherwise a person who is not a party to the Agreement cannot enforce any term of it.
- 13.3 QCE is not obliged to accept any Prospective Clients, provide any Service to a Client or agree to novate, transfer or assign any rights or obligations.
- 13.4 QCE shall not be deemed to have given legal or tax advice to the Investment Intermediary or any Clients it has Referred. Subject to clause 13.9, QCE and its officers, employees and agents shall not be liable for any direct or indirect, punitive, incidental, special or consequential losses or damages, costs or expenses, incurred or suffered by the Investment Intermediary.
- 13.5 The Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any representation or warranty that is not set out in the Agreement, and its only liability in respect of those representations and warranties that are set out in the Agreement shall be for breach of contract.
- 13.6 QCE may change the Agreement by sending the Investment Intermediary a written notice describing the relevant changes. Such changes shall apply from the date given in the notice and, unless we say differently, the Investment Intermediary will be given at least 30 days' notice before they take effect. For certain valid reasons, QCE may also give the Investment Intermediary immediate notice of a change to the Agreement so we can: (i) reflect changes (or anticipated changes) in applicable laws or regulations; (ii) protect any person (including ourselves and the Investment Intermediary) against fraud; (iii) change our contact details; (iv) put right any mistakes which may be discovered in it; or (v) make it clearer, fairer or more favourable to the Investment Intermediary. If the Investment Intermediary does not accept the change(s), it may end the Agreement by giving us at least 14 days' written notice. No changes to the Agreement will affect any legal rights or responsibilities which may have already arisen.
- 13.7 No failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy.
- 13.8 If any court or competent authority finds that any provision of the Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, apply with the minimum modification necessary to make it legal, valid and enforceable, and the validity and enforceability of the other provisions shall not be affected.
- 13.9 Nothing in the Agreement shall limit or exclude: (1) any liability for fraud, (2) any liability which cannot be limited or excluded under Irish law; or (3) any duties or liabilities imposed upon the parties by applicable law or regulation.
- 13.10 Except where expressly stated otherwise, the Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) (**Dispute**) shall be governed by, and construed in accordance with the laws of the Republic of Ireland. The parties irrevocably agree that the courts of the Republic of Ireland shall have exclusive jurisdiction to settle any Dispute.



SCHEDULE 1: THIRD PARTY ANTI-CORRUPTION STANDARD

1. OBJECTIVE

The principle objective of this Standard is to ensure compliance with anti-corruption legislation by those third parties with which QCE has a business relationship. QCE and all Irish third parties are subject to the Criminal Justice (Corruption Offences) Act 2018.

2. SUMMARY OF QCE'S ANTI-CORRUPTION STANDARD

QCE (the Firm) is committed to integrity and high ethical standards in the conduct of its business and expects the same of all persons employed or otherwise engaged to provide services on its behalf.

Gifts by or to QCE employees are subject to a limit of €25 per person, and must be disclosed to and approved by the firm. Entertainment to or from QCE employees is limited in value and frequency and must be disclosed to and approved by the Firm. Gifts and entertainment must be for bona fide business purposes only, reasonable in scale and frequency, proportionate to the nature of the relationship and the status of the invitees, and transparent.

Charitable contributions made by QCE are subject to strict criteria and a due diligence process. They must be reviewed and approved before any remittance is made. QCE does not make contributions to, or use its resources to support, any political parties, candidates or causes. Any lobbying activity is carried out through the firm's trade body.

Third parties must be pre-cleared before any understanding with a third party is agreed. Clearance is not granted until a due diligence process and contractual arrangements (including compliance with the anti-corruption legislation) have been completed.

All candidates for employment or work experience with QCE are subject to a standard recruitment process and all applications are treated solely on their merits. Where a link between a candidate and a Client, third party or public official is identified, the appointment must be reviewed and signed off by senior management.

QCE does not permit the making of facilitation payments in the conduct of its business activities. Where payments are made under severe duress, details must be reported as soon as possible to the firm.

The procurement of goods and services for the Firm must be managed in accordance with the Quilter plc Group Procurement Principles, which promote the transparent and fair selection of vendors, and require a due diligence process and anti-bribery and corruption and facilitation of tax evasion contractual provisions.

Breaches of this Standard may result in the dismissal of an employee and the termination of a business relationship with a third party engaged to provide goods or services for QCE.

3. DEFINITIONS

For the purposes of this Standard:

Associated Person is defined as "any legal or natural person who provides services for or on behalf of QCE".

Corruption is defined as "illegal or dishonest behaviour typically involving bribery by those in positions of power".

Third party is defined as "a third party who:

- a) will assist QCE in obtaining or retaining business, such as a consultant, finder, or other business Investment Intermediary; or
- b) will assist QCE in conducting business, such as a consultant, agent, joint venture partner or other business intermediary; and
 - i) is a government official/government entity; or
 - ii) may have interactions with government officials on behalf of QCE.

4. PRINCIPAL PROHIBITIONS

Under the Criminal Justice (Corruption Offences) Act 2018, a third party and anyone employed or engaged (directly or indirectly) by a third party to act for or on behalf of QCE must not engage in:

- Active and passive corruption
Corruptly offering, giving, requesting, accepting or obtaining a gift, consideration or advantage as an inducement to, or reward for, doing an act in relation to one's office, employment, position or business.
- Active and passive trading in influence
Corruptly offering, giving, requesting, accepting or obtaining a gift, consideration or advantage to induce another person to exert an improper influence over an Irish or foreign official.
- Corruption in office
Commission of an act, or use of confidential information, by an Irish official in relation to his/her office, employment, position or business to corruptly obtain a gift, consideration or advantage.
- Giving of gifts to facilitate an offence
Giving a gift, consideration or advantage to a person knowing that it will be used to facilitate an offence under the Act.
- Creating or using a false document
Corruptly creating or using a document knowing or believing it to contain a false or misleading statement with the intention of inducing another person to do an act in relation to his/her office, employment, position or business to the prejudice of that other person.
- Intimidation
Threatening harm to a person with the intention of corruptly influencing that person or another person to do an act in relation to that person's office employment, position or business.



5. REQUIRED PROCEDURES

In order to comply with legislation and satisfy QCE's risk based approach to managing corruption risks, the third party must ensure that it operates procedures (including controls, processes and operations) designed to minimise and manage the risks of corruption, which are:

- proportionate to the corruption risk (as identified in an annual risk assessment exercise undertaken by the third party);
- appropriate and relevant for the type of business;
- communicated to relevant parties (internal and external), including QCE;
- documented in a clear and understandable manner and accessible to all relevant persons; and
- reviewed regularly to ensure they remain up to date and are consistent with current good practice.

6. DUE DILIGENCE

Due diligence is necessary to identify and mitigate the risk that a bribe is involved in obtaining or retaining business relating to QCE, or to conduct business on behalf of QCE.

The third party must complete risk-based due diligence on persons (including individuals and incorporated or unincorporated bodies) who will perform services or provide goods for or on behalf of either the third party or QCE.

In determining whether a person is acting for or on behalf of QCE, the third party must consider the nature of the activity being undertaken. As a minimum, an agent, subsidiary or any other person obtaining, retaining or conducting business or providing services on behalf of QCE must be subject to due diligence.

The third party must notify QCE immediately in the event that a person acting on its or QCE's behalf is suspected or convicted of corruption under the Criminal Justice (Corruption Offences) Act 2018.

The third party will assess the need for, and extent of, ongoing due diligence to identify and mitigate corruption risks arising from its employees and agents (where relevant) as part of its annual risk assessment exercise.

7. MONITORING AND REVIEW

The third party must ensure that arrangements are in place to monitor regularly (at least annually) the continued adequacy and effectiveness of its processes, systems and controls in order to assess compliance with the requirements of this Standard.

Where deficiencies are identified, third parties must resolve them without delay, escalate them to QCE where appropriate, and monitor thereafter to identify and prevent any recurrence.

The third party must ensure that where external persons perform services on behalf of QCE, these are included in their oversight, monitoring and review programmes.

8. GIFTS, ENTERTAINMENT AND HOSPITALITY

The third party must:

- include in its annual risk assessment the level of controls necessary to counter the corruption risks associated with the offering and receiving of gifts, entertainment and hospitality; and
- include in this assessment employees or any other persons acting on behalf of QCE.

The third party is prohibited from offering, either personally or on behalf of QCE, any gifts, entertainment or hospitality intended to influence a decision-maker, vendor or customer unduly in order to gain or retain business on behalf of QCE.

9. CHARITABLE AND POLITICAL CONTRIBUTIONS

The third party is prohibited from making any charitable or political contribution on behalf of QCE.

10. FACILITATION PAYMENTS

Facilitation payments are illegal under Irish law. A facilitation payment is small unofficial payment made to secure or expedite the performance of a routine or necessary action to which the payer has a legal or other entitlement. Examples of such actions might include issuing permits or licences, immigration controls, customs clearances, police protection costs, mail delivery, and telephone services. Also covered are demands for small unofficial payments, usually by public officials, in relation to an alleged breach of the law, such as a road traffic offence.

Facilitation payments which relate in any way to the services provided to, for or on behalf of QCE are prohibited by this Standard. In exceptional cases of duress (but only where there is a material threat to life, limb or liberty), such payments may have to be made. Details of any such payment must be given to QCE immediately.

The third party must ensure that:

- the risk of facilitation payments being requested which relate in any way to the services provided to, for or on behalf of QCE are considered in their annual risk assessment;
- all requests for such payments are reported immediately to QCE;
- suitable risk mitigation and training procedures are in place where there is a likelihood that facilitation payments will be requested; and
- all those acting on behalf of QCE are aware of their responsibilities in relation to facilitation payments even if requests are declined or refused.

11. REPORTING

The third party must ensure that:

- any cases of corruption committed in connection with the services provided to, for or on behalf of



QCE are reported to the Head of Compliance at 00 353 1 7996900 or compliance@quiltercheviot.com;

- processes are in place to report where corrupt payments are known or suspected to have occurred; and
- all employees, agents and sub-contractors are aware of the appropriate routes to report instances of suspected or attempted corruption.

12. RECORD KEEPING

The third party must retain all records (including training records) relating to compliance with this Standard, which may be paper or electronic, for a period of 6 years. This includes all significant decisions relating to the application of this Standard, the rationale for which should be documented.

All documentation retained must be legible, auditable and easily retrievable. QCE reserves the right to:

- a) examine such records upon written request; and
- b) visit, either itself or through its auditors, the third party's premises upon reasonable written notice during standard working hours to review and assess these records.

QUILTER CHEVIOT EUROPE LIMITED

Hambleden House
19-26 Lower Pembroke Street
Dublin D02 WV96
Ireland

t: +353 1 799 6900
w: quiltercheviot.com

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