

## **Terms of Business**

### **First Sentier Investors ICVC ('OEIC')**

This document sets out the various terms and conditions (the 'Terms') upon which we, First Sentier Investors (UK) Funds Limited ('First Sentier Investors'), will accept business from and, in respect of Class A shares only, pay renewal commission to you in relation to the OEIC, where permitted by the financial regulator, whether such business is transacted direct or through a wrapper product, such as an ISA. It supersedes any previous terms and conditions which may have been agreed between you and First Sentier Investors, with the exception of any previous agreement as to the rate of any renewal commission applicable to you. Until terminated, amended or suspended, these Terms will apply to all business transacted between us in relation to the OEIC on or after 1 July 2017 (the 'Commencement Date').

By transacting business with First Sentier Investors in relation to the OEIC from the Commencement Date, you will be deemed to have accepted these Terms.

## **SCOPE**

We will not accept any OEIC business from you if you are not, or cease to be, authorised either under the Financial Services and Markets Act 2000, as amended or replaced from time to time ('the Act') or according to the legislation of the jurisdiction in which you are operating.

You must notify First Sentier Investors in writing immediately on the occurrence of any of the following events (referred to in these Terms as 'Specified Events'):

if you cease to be authorised to carry on 'regulated activities' as defined in the Act (or any equivalent thereto in any jurisdiction in which you operate);

if you cease to be the agent of a client;

if you cease to trade or threaten to cease to trade;

if you become bankrupt, compound with or assign your estate or effects for the benefit of your creditors, have your goods seized in execution or, where you are a company, become insolvent, go into liquidation or receivership or become subject to an administration order or, where you are a partnership, dissolve (or any equivalent thereto in any jurisdiction in which you operate); or

if you are the subject of an investigation under Part XI of the Act.

If you are subject to a Specified Event (other than as stated in clause 1.2 (b)) you will no longer be entitled to receive any renewal commission. Where you cease to be the agent of a client, you will no longer be entitled to receive renewal commission in respect of any transactions that you have instructed for that client.

First Sentier Investors shall have the right to deduct from any other amounts due to you (in relation to these Terms or otherwise) or reclaim on demand any commission paid in respect of the period after the Specified Event, and you agree to pay such sums immediately on demand.

First Sentier Investors reserves the right, at its discretion, not to accept business from you and agrees in such circumstances to give reasons for so doing wherever reasonably possible. For example, the Financial Conduct Authority ('FCA') expects all regulated firms to embed treating customers fairly within their culture, management information and training of staff. Failure to ensure customers are treated fairly will be treated as a serious issue which could result in First Sentier Investors not accepting business from you.

## **INTERMEDIARY ACTING AS AGENT**

You will act as the agent of the investor and shall only give instructions on behalf of an investor to the extent that you have the investor's authority to do so. You may however act as principal in respect of any transaction and if so acting you must inform us of this at the time you place your order.

You may not act or claim to act as the agent of First Sentier Investors or claim to represent us or incur any costs on our behalf except to the extent that you have specific authority from us in writing.

## **INVESTMENT DEALING**

Each sub-fund of the OEIC is valued daily at 12.00 noon (the 'valuation point'). Shares may be bought and sold between 9.00am and 5.00pm on any business day and other days at First Sentier Investors' discretion. If you place a telephone deal, or First Sentier Investors receives your application form, between 9.00am and 11:59am for any OEIC business, the price for that deal will be determined at that day's valuation point. If First Sentier Investors receives an order to buy or sell on or after 12.00 noon and before 5.00pm that day the price you will pay or receive will be the price once determined at the following business day's valuation point. This is known as dealing on a 'forward basis'. Any orders placed by telephone will be binding when made and First Sentier Investors will be entitled to act upon any telephone communication believed by First Sentier Investors to have been made by you. All times are UK times.

For any instruction to purchase shares made by you on behalf of an investor, you must, at the discretion of First Sentier Investors, at the point of instruction, whether in writing, by fax, via agreed electronic methods or by telephone, supply us with:

your FCA authorisation number or local authorisation reference;

confirmation of whether you are or are not authorised to hold client money;

the investor's status in relation to the purchase of shares, regarding whether or not the investor should have cancellation rights under the FCA's Conduct of Business Sourcebook ('COBS'), as amended from time to time ('FCA Rules'); and

confirmation as to whether or not, in relation to the purchase in question, you are permitted to receive commission or any other inducement under the FCA Rules or any other legislation, regulation or guidance applicable to the payment or receipt of commission from time to time in the jurisdiction in which you operate (the "Applicable Rules").

## **DOCUMENTATION AND TARGET MARKET INFORMATION**

First Sentier Investors has an obligation to send certain documents (e.g. contract notes, managers' reports or cancellation notices) direct to the investor. We also reserve the right to send other documents and communications direct to the investor.

You will pass to investors for whom you act as agent, immediately and without any amendment, any documents supplied by us for the information of or completion by such investor. We will supply you promptly with copies of such items as may be required to enable you to carry out your obligations hereunder. You in turn shall pass to us immediately any documents provided by the investor for that purpose.

In respect of purchases of shares, you shall ensure that prior to the transaction, the investor has received copies of the following documentation and you agree that First Sentier Investors will accept the transaction only on the basis that this information has been so provided:

the relevant documentation required by COBS, and in particular chapter 14 thereof, or any similar

requirements established to implement the Distance Marketing of Consumer Financial Services Directive and (where relevant) the appropriate ISA documentation (or any equivalent thereto); and

the Key Investor Information Document ('KIID') or Key Information Document ('KID') if and when required by law. It shall be your responsibility to ensure that the investor has read the KIID or KID.

Prior to the transaction you will make available on request from an investor, either electronically or in printed form, a free copy of the most recent report for the OEIC. These are available on our website together with the OEIC's Prospectus.

First Sentier Investors may be required to issue a cancellation notice depending on the circumstances of the transaction. We expect that one of the available exceptions to this requirement (as set out in the FCA Rules, currently at COBS 15 Annex 1), will normally apply. However, under the rules, we share a responsibility with you to ensure that cancellation notices are sent out where necessary. In this regard, we require you to provide sufficient information to determine whether an exception does apply.

As manufacturer of the OEIC, First Sentier Investors will provide you with its target market assessment of the shares in the OEIC as required by applicable law. You agree to comply with your duties as distributor under applicable law, including having in place adequate product governance arrangements, and will on request provide First Sentier Investors with information on sales (including any sales outside the target market) and information on any reviews of the financial instruments that you distribute and your product governance arrangements.

## **PAYMENT**

The FCA Rules applicable to open-ended investment companies require us to settle with the Depository of the OEIC in line with the business days outlined in the Prospectus. Payment must be made in the currency in which the transaction was placed. If you fail to make payment we reserve the right to cancel any unsettled deals. You should make payment by bank transfer. Please remit payments to:

Barclays Bank PLC  
1 Churchill Place  
London  
EH14 5HP

First Sentier Investors (UK) Funds Limited Operating Account  
GBP  
Sort Code: 20-00-00  
Account Number: 13508102

Please quote the deal references when making payments. You should note that if you are not authorised to handle 'client money' (as defined in the FCA Rules), we will require you to arrange for your client to make payment to us directly within the same time period.

If you wish to settle in Euros on a Euro share class fund, please arrange to pay your Euro remittance to:

### **Euro Currency Deals**

First Sentier Investors (UK) Funds Limited Operating Account EUR  
Sort Code: 20-00-00  
Account Number: 89011855  
BIC BARCGB22  
IBAN GB85 BARC 20000089011855

If you wish to settle in US Dollars on a US Dollar share class fund, please arrange to pay your US Dollar remittance to:

#### US Dollar Currency Deals

First Sentier Investors (UK) Funds Limited Operating Account USD  
Sort Code: 20-00-00  
48284155  
BIC BARCGB22  
IBAN GB16 BARC 20000048284155

In the case of redemptions you must inform us if you are not authorised to handle client money. Unless you inform us that you are not authorised, we will assume that you are authorised to handle client money and, subject to any regulatory requirements to the contrary, payments will be made to your account. If you advise us that you are not authorised to handle client money we will make payment to an account in the name of the first named investor.

If you undertake to the client to pass monies to First Sentier Investors, you must do so promptly.

You have no authority to collect monies or issue receipts on behalf of First Sentier Investors unless expressly authorised in writing by First Sentier Investors.

#### **RECORDING OF TELEPHONE CALLS**

Please note that all telephone conversations with you may be recorded for your security and for our monitoring purposes.

#### **COMMISSION**

All matters relating to the payment of commission by First Sentier Investors to you shall be governed by the Applicable Rules.

Renewal Commission is only payable under these Terms in relation to investments in GBP Class A shares and only where permissible under the Applicable Rules. Reference to "shares" within this clause 7 will be a reference to Class A shares only, unless stated otherwise.

Except as set out in clause 7.6 below, no initial charge will be imposed, and no initial commission will be paid, on a subscription of shares in the OEIC.

Where you instruct us to carry out a transaction in respect of shares, we will assume (subject to clause 7.7 below) that renewal commission is not payable on that transaction under the Applicable Rules unless you confirm to us otherwise.

It is your sole responsibility to ensure that you do not solicit or accept, or pay or transmit to any third party, any commission, rebate or other inducement where, under the Applicable Rules, you are not permitted to do so. First Sentier Investors will be entitled to rely on any representations that you make to us confirming that commission is payable under the Applicable Rules for a particular transaction. Where commission is paid to you in circumstances where you are not entitled to receive commission, First Sentier Investors will have the right to reclaim on demand or deduct from any other amounts due to you any sums paid to which you were not so entitled and you agree to pay any such sums immediately on such demand.

Notwithstanding clauses 7.3 and 7.4 above, the full initial charge as set out in the Prospectus of the OEIC will be imposed:

on subscriptions of Class A in funds as specified in the Prospectus for the OEIC from time to time; and

upon giving you 28 days' notice, on subscriptions of shares of any class in any sub-fund in addition to those so specified.

If permitted under Applicable Law, we will continue to pay renewal commission in respect of investments made prior to 1 January 2013.

It is your sole responsibility to inform First Sentier Investors of any change in circumstances which means you are no longer entitled to receive commission.

Any renewal commission payable on Class A shares by us to you will be at the rate agreed in writing with First Sentier Investors up to a maximum of 0.5% per annum.

Renewal commission will be calculated based upon the relevant share price and number of shares of the OEIC held on each day of the month and is payable in sterling (or the base currency of the share class) quarterly in arrears. Save as otherwise provided in these Terms, payment will take place by the 15th business day of the month following the relevant calendar quarter.

We reserve the right to reduce or vary the rate of commission otherwise due from us under this clause 7 in accordance with clause 13.1 below.

If an investor exercises a right of cancellation, any commission paid (including any VAT) in respect of the transaction shall forthwith be repaid by you to us. All or any amount of commission (and any VAT) due to be repaid by you (whether or not due to the exercise of a right of cancellation) may be deducted by First Sentier Investors from any other sums due from it to you (whether under these Terms or otherwise) or will be repaid by you on demand.

We will cease paying commission to you at any time when it becomes apparent to us that payment of commission to you is not permitted under the Applicable Rules. To the extent that the payment of commission under these Terms becomes or is declared illegal, invalid or unenforceable as a result of such a change in the Applicable Rules, First Sentier Investors will cease such payments.

In the event of two or more intermediaries claiming commission in respect of the same transaction or investment, the decision of First Sentier Investors as regards the payment of such commission shall be final.

Where commission payable by First Sentier Investors is in respect of a taxable supply for VAT purposes, VAT will be added to the commission only if you have supplied details of your VAT registration and have issued a VAT invoice for the commission due.

Renewal commission may not be passed on to your clients as a benefit of investment into First Sentier Investors products (i.e. in the form of an enhanced discount, 'cash back', retail vouchers, or benefits in kind, or otherwise).

First Sentier Investors reserve the right not to pay renewal commission should these Terms be breached. In the event of a dispute, where First Sentier Investors has refused to pay renewal commission on the grounds that these Terms have been breached, the onus of proving that there has not been a breach of these Terms will fall on you.

In the event that excess commission is paid to you for any reason including an error of First Sentier Investors, First Sentier Investors shall have the right to deduct from any other amounts due to you (in relation to these Terms or otherwise) any such excess commission paid, or to reclaim the excess on demand, and you agree to repay such sums immediately on demand.

Please note that as our relationship with you does not involve our providing services to you, First Sentier Investors does not treat you as our client in your capacity as an adviser. As a consequence of this, any payments due to you are not treated by First Sentier Investors as client money and are paid in accordance with First Sentier Investors' existing payment practices and as otherwise agreed with you.

## **MONEY LAUNDERING REQUIREMENTS**

You agree to comply with all applicable statutory and other requirements relating to Money Laundering (jointly 'the Money Laundering Requirements') which implement European Money Laundering Directives and their successors specifically in the UK, including the Criminal Justice Act 2003, the Money Laundering Regulations 2003 and 2007, the Proceeds of Crime Act 2002 and the Joint Money Laundering Steering Group Guidance Notes for the Financial Sector, as amended from time to time.

In respect of all investors you introduce to First Sentier Investors, irrespective of whether or not a Customer Agreement, Terms of Business Letter, or similar arrangement exists that constitutes a business relationship between you and the investor, you undertake full responsibility for the identification procedures necessary under the Money Laundering Requirements in respect of any transaction with First Sentier Investors on behalf of those investors. Where you have not completed such identification procedures as are required, you will notify First Sentier Investors of that fact when you make any relevant dealing.

You agree to provide to First Sentier Investors with copies of the documentation which you have relied upon to satisfy the Money Laundering Requirements (and in particular evidence obtained to verify identity and residence) as soon as reasonably practicable after receiving a request therefor from First Sentier Investors.

## **DATA PROTECTION ACT**

First Sentier Investors will hold personal information about you and your clients. Such information may be released to other members of the First Sentier Investors group, third party administrators, debt collection and credit reference agencies and any other parties to whom First Sentier Investors is obliged by statute or regulation to disclose any such information.

First Sentier Investors shall be entitled to use, and you hereby consent to First Sentier Investors' use of any information or data supplied by you to First Sentier Investors for the purposes of exchanging information with any other contracting parties of First Sentier Investors, conducting market research (either alone or in conjunction with any other party), gauging product sales or product performance (either alone or in conjunction with any other party) or assessing the creditworthiness of intermediaries. Furthermore, First Sentier Investors shall be entitled to disclose, and you approve First Sentier Investors' disclosure of, any information or data supplied by you to First Sentier Investors to any party contracting with First Sentier Investors or otherwise to any other party for the aforementioned purposes. Under the UK General Data Protection Regulations, you are entitled, upon request, to a copy of any personal information First Sentier Investors holds about you.

We will hold details of your clients, the investors (for example name, address, gender, date of birth, and bank details) for the purposes of account administration and correspondence. Where you have passed details of such individuals to us, it is your responsibility to ensure that they understand and agree to the disclosure and use of their details for the foregoing purposes. By signing (or otherwise accepting) these Terms, you confirm that you will advise such individuals accordingly and obtain any necessary consents before passing their details to us.

More information on how First Sentier Investors will control and process the above information can be found within First Sentier Investors' Privacy Notice, a copy of which can be found on our website

## **ANTI-BRIBERY AND ANTI-CORRUPTION**

You warrant and undertake that you:

will comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption applicable in the jurisdiction(s) in which you operate, including but not limited to the UK Bribery Act 2010 ('Anti-Bribery Requirements');

will comply with First Sentier Investors' policies relating to Anti-Bribery Requirements (as may be provided to you in writing from time to time);

have not directly or indirectly done or omitted to do, and will not directly or indirectly do or omit to do, any act which would be or could be construed as an unlawful act under the Anti-Bribery Requirements; and

will promptly report to us any request or demand for any undue financial or other advantage of any kind received by you in connection with transactions carried out pursuant to these Terms.

## **TAXATION REQUIREMENTS AND ANTI TAX EVASION**

Each party agrees that:

it is responsible for its own compliance with all tax-related legal and regulatory requirements applicable in the jurisdiction(s) in which it operates, (including but not limited to the Foreign Account Tax Compliance Act, enacted in 2010 as part of the Hiring Incentives to Restore Employment (HIRE) Act), and any formal guidance issues by a competent regulatory authority, (the 'Taxation Requirements'); and

it shall provide to the other party (at the requesting party's reasonable expense) all reasonable assistance required to ensure the requesting party's compliance with Taxation Requirements and/or in connection with an investigation by any competent regulatory authority in respect of Taxation Requirements.

You agree to provide us on request with a description of your processes and procedures in place to prevent the facilitation of tax evasion (within the terms of the Criminal Finances Act 2017). Failure to do so may result in the termination of these Terms and we will be entitled to cease payment of any renewal commission.

## **INDEMNITY**

You shall indemnify First Sentier Investors and keep First Sentier Investors indemnified against any losses, claims, costs, expenses, damages, liabilities, actions, proceedings, claims and demands incurred or suffered by First Sentier Investors arising from:

your failure to comply with the provisions of the Act, any regulations made thereunder, the FCA Rules, any other Applicable Rules or any other statutes, regulations or requirements of any territory which may apply to you or First Sentier Investors; or

your causing First Sentier Investors to fail to comply with the provisions of the Act, or any regulations made thereunder, or the FCA Rules, or the statutes, rules, regulations or requirements of any territory which may apply to you or First Sentier Investors; or

any breach by you of these Terms; or

the provision by you to First Sentier Investors of any incorrect information; or

the reliance by First Sentier Investors on any term contained in any agreement between you and your client, howsoever notified to First Sentier Investors; or

the fraud, negligence or other default of you, or your directors, partners, contractors, employees or agents.

First Sentier Investors may deduct any sums due to it under this indemnity from any amounts payable to you by way of commission.

For the avoidance of doubt, First Sentier Investors shall not be liable for any default by a third party responsible for the holding or safe custody of money, investments, customer title documents or any other property.

## **VARIATION**

We reserve the right to vary these Terms (including the commission rates referred to in clause 7 above), but except insofar as required by the Act or any regulations made thereunder, or FCA Rules, or any other law or regulation to which we are subject, no variation will affect contracts made before the time of the variation.

Updated versions of these Terms and the commission rates will be published on our website at [www.firstsentierinvestors.com](http://www.firstsentierinvestors.com) and will apply in respect of any business with First Sentier Investors. Where material changes are made to these Terms, First Sentier Investments will provide reasonable written notice to you in advance of such changes. Where any changes are made to the commission rates we will give you 28 days' notice.

You will not be entitled to subcontract or transfer or assign any of your rights and obligations under these Terms without our prior written consent.

## **COMMUNICATIONS**

If you email us, or give us your email address, we will keep a record of it and you agree to receive communications (including notices of changes to the Terms and the commission rates and service of documents) being sent to that address (unless you specifically tell us otherwise). It is your responsibility to notify us of any changes to your email address and other contact details.

## **SERVICE**

Any letter or other document shall be deemed to have been duly served upon you if it is: (i) sent by electronic mail (unless you have told us previously that you do not want to communicate in this way); (ii) sent by post or fax to you; or (iii) left at the address last notified by you to us in writing. Any letter or other document served by first class post shall be deemed to have been served on the second business day following that on which the envelope containing the same is posted. To prove service it shall be sufficient to prove that the envelope was properly addressed, stamped and posted. Notices sent by email shall be deemed served upon receipt by us of a return receipt email notification.

## **TERM**

Except where otherwise provided by these Terms, these Terms shall continue to have effect until terminated by First Sentier Investors giving seven days' prior written notice to you. First Sentier Investors may terminate these Terms by immediate written notice if required by any competent regulatory authority.



The termination of these Terms (howsoever arising) shall be without prejudice to the completion of transactions initiated by First Sentier Investors on behalf of you or your clients prior to such termination and will not affect such of First Sentier Investors' obligations under these Terms as are expressed to survive such termination and shall be without prejudice to (a) any rights or liabilities which may have accrued to either party at the time of such termination under these Terms or at law or (b) any right of action by either party in respect of any breach of these Terms by the other party (whether such breach occurs prior to, or subsequent to, such termination).

The parties shall co-operate with each other to ensure that transactions in progress at the date of termination of these Terms shall be completed in accordance with the terms of such transactions and, to this end, First Sentier Investors shall provide you and/or your clients with all necessary information and documentation to secure the implementation thereof.

Where these Terms are terminated for any reason, your entitlement to initial and renewal commission will cease as at the date of termination. First Sentier Investors will however, at its discretion pay you any commission accrued up to and including the date of termination.

## **COMPLAINTS**

First Sentier Investors has established procedures in accordance with FCA requirements for the effective handling of complaints. All complaints concerning products or services provided by First Sentier Investors should be directed in writing to the Complaints Officer at First Sentier Investors (UK) Funds Limited, Sunderland, SR43 4LF

A copy of the complaints handling procedure is available on request and a copy will be supplied automatically to a complainant following our receipt of a complaint against us. Under the complaints handling procedure, an eligible complainant may subsequently complain to the Financial Ombudsman Service. A complainant will be eligible for the Financial Ombudsman Service if they are a private individual or a business, charity or trust not exceeding specified criteria relating to turnover, income or size respectively. First Sentier Investors reserves the right to deal directly with any client who has a complaint relating to the OEIC and you agree to provide First Sentier Investors with all reasonable assistance in dealing with the client and the complaint made.

## **MISCELLANEOUS**

Marketing materials or other information material that contains information (including, for the avoidance of doubt, logos and trademarks) relating to First Sentier Investors may only be produced in accordance with applicable law and may only be used with the prior consent of First Sentier Investors.

The parties shall keep any information acquired by any party in connection with these Terms, and which might reasonably be regarded as confidential or of a commercially sensitive nature, confidential and shall not disclose any such information relating to a third party, unless required by law or administrative order. The obligations under this clause 18.2 shall continue in effect after termination of these Terms.

## **GOVERNING LAW AND JURISDICTION**

These terms of business will be governed by and construed in accordance with English Law. The English courts will have exclusive jurisdiction for any disputes.