

## Terms of Business for Retail Clients with a Financial Adviser

### About Us

EQ Investors Ltd (“EQ”, “we”, “us”) is one the UK's leading wealth management firms specialising in ESG, Impact and sustainable investing which mainly acts for retail clients typically serviced by a financial adviser.

EQ is registered in England and Wales under company number 07223330. Its registered office is at 6<sup>th</sup> Floor, 60 Gracechurch Street, London, EC3V 0HR and its main place of business is 100 Lower Thames Street, London EC3R 6DL.

EQ is authorised and regulated by the Financial Conduct Authority (“FCA”) which is based at 12 Endeavour Square, Stratford, E20 1JN under FCA firm reference number 539422. You can check this on the Financial Services Register by visiting the FCA website: [register.fca.org.uk](https://register.fca.org.uk) or by contacting them by phone: 0800 111 6768.

### Our Services

The services that we provide to you and the associated fees will be specified in a separate Client Agreement which should be read in conjunction with these Terms of Business (“Terms”).

We will work with your financial adviser to understand your financial objectives and investment goals. Your adviser will then make a recommendation and we will manage your investments in line with the recommended strategy, utilising our investment services.

### Client Categorisation

You will be classified as a Retail Client under the FCA rules which means that the regulatory protection available to you will be the highest available.

We will only categorise you as anything other than a Retail Client with your specific instruction. This may result in a lower level of protection than offered to Retail Clients and may restrict access to the Financial Ombudsman Service and the Financial Services Compensation Scheme.

If you have not been categorised as a Retail Client you may request re-categorisation at a later date. However we reserve the right to agree to this on a case-by-case basis, and where we do so this does not necessarily mean that you will have a right of access to the Financial Ombudsman Service.

### Risk of Loss

You are advised that because investments can fall as well as rise, you may not get back the full amount invested. Past performance is not a guide to future performance.

### Platform and Product Provider Security

We use all reasonable skill and care to protect your interests and monitor the security of the providers with which we transact business using information available in the public domain. However, we can give no guarantee of the financial stability of a provider and we accept no liability for any financial losses or increased costs suffered by you arising from their financial insecurity.

## Conflicts of Interest

EQ takes all the appropriate steps to prevent conflicts of interests from occurring in line with the firm's Conflicts of Interest policy. However, there may be occasions where a conflict of interest cannot be prevented. Where this is the case, we will disclose to you the nature of the conflict and the steps that we will take to mitigate the risks that you will be treated unfairly as a result of any conflicts identified.

We will make you aware of any conflicts of interest before the provision of services to enable you to choose whether you still wish to proceed with these services. A copy of the firms' Conflict of Interest policy is available on request.

We may on occasion receive minor non-monetary benefits from third parties such as product providers e.g. food and drink provided at a provider training event. Where relevant, any minor non-monetary benefits received will not conflict with our duty to act in your best interests.

## Client Money

EQ is not authorised to handle clients' money. We never accept a cheque made out to us (except in settlement of charges or disbursements for which we have sent you a bill) or handle cash.

## Nominee and Safe Custody Services

EQ does not safeguard or administer client assets. Usually we will use a platform or custodian to provide custody services to you for your assets and we will provide you with the relevant terms of business. The legal title of investments will be registered in the name of the custodian or platform provider's nominee.

Transactions will be transmitted by EQ to the platform or custodian for them to execute. All money or transferred assets will be placed immediately with them for investment – we will never hold the assets for you.

## Best Execution

It is in the interests of our clients and EQ that we obtain the best possible result when placing orders with other firms (e.g. third party brokers) for the execution of client orders or when transmitting orders on behalf of clients for particular investments – e.g. shares. We are required under the Rules of the FCA to take all sufficient steps to provide 'best execution' when carrying out such transactions.

Where we place or transmit orders for such investments on behalf of our clients, we may utilise the services of a third party broker and base our decision to place or transmit an order on the price and cost of execution of the order. For orders in collective investment schemes (e.g. unit trusts), however, the price of units or shares in the scheme is normally set by the scheme operator or manager and as such we have little influence over the price available.

Full details of our best execution arrangements are provided in our Best Execution policy, a copy of which can be provided on request.

## Money Laundering

In common with all financial businesses, we are required by the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2017 to:

- Maintain identification procedures for clients and beneficial owners of clients
- Maintain records of identification evidence and the work undertaken for the client; and
- Report, in accordance with the relevant legislation and regulations

We have a duty under section 330 of the Proceeds of Crime Act 2002 to report to the National Crime Agency if we know, or have reasonable cause to suspect, that another person is involved in money laundering. Failure on our part to make a report where we have knowledge or reasonable grounds for suspicion would constitute a criminal offence.

The offence of money laundering is defined by section 340(11) of the Proceeds of Crime Act 2002 and includes concealing, converting, using or possessing the benefit of any activity that constitutes a criminal offence in the UK.

It also includes involvement in any arrangement that facilitates the acquisition, retention, use or control of such a benefit.

We are obliged by law to report any instances of money laundering to the National Crime Agency without your knowledge or consent. In consequence, the firm's directors or staff will not enter into any correspondence or discussions with you regarding such matters.

We are not required to undertake work for the sole purpose of identifying suspicions of money laundering. We shall fulfil our obligations under the Proceeds of Crime Act 2002 in accordance with the principles, rules and guidance published by the FCA.

## Your Personal Data

We collect data about you and your family during our interactions with you and your financial adviser. We collect the data through note-taking and filling in of factfinds and questionnaires about you and your family's circumstances. Your financial adviser will also share relevant data with us.

We may make checks with ID verification agencies to authenticate and verify your identity. We also make checks with organisations with whom you have policies of insurance and investments. These checks are to help us with our legal obligations and to ensure that we provide you with advice that suits your circumstances. The scope and extent of the gathering of information from third parties depends on what type of service you are taking from us.

### How is your information used?

Your personal information may be shared between the EQ group of companies and is used to administer the services we offer, to enable consolidated reporting of your personal wealth and to inform you of research or services you may be interested in.

We treat all personal information as confidential and will not disclose details to third parties outside of the EQ group of companies, except for the compliance with any legal or regulatory requirements, tax authorities in the UK and abroad, where EQ is acting on your behalf with another financial institution, or where another company is managing data for us (e.g. mail fulfilment, data cleansing, etc).

### Your right to a copy of your personal data

Under the Data Protection Act you have a right to obtain a copy of the personal information that we hold about you. If you believe that any information held is incorrect or incomplete, you should contact our Data Protection Officer at our usual address. Any information that is found to be incorrect or incomplete will be amended promptly.

## Record Retention

In accordance with legal and regulatory requirements, EQ will retain your records for a minimum period of five years following the termination of any relationship between us. This period may be extended by force of law, regulatory requirement or agreement amongst us. In certain situations we may be required by the FCA to retain records indefinitely.

## Communicating with you

Our objective is to inform, not confuse you, so we will always try to communicate in plain English, avoiding unnecessary jargon. Your financial adviser will be a primary point of contact and where we communicate directly with you it will be by post, telephone and email in addition to any meetings that we may have with you.

We may communicate with each other by email, sometimes attaching further electronic data. By consenting to this method of communication we and you accept the inherent risks of unauthorised access, interception or corruption and the risk of viruses or other harmful devices, although we and you will be responsible for having reasonable virus checking procedures on our systems.

Where information is provided by you, you will be responsible for ensuring that any information you provide is accurate and factual. Furthermore, you cannot assume that instructions of any kind sent to us by email have been complied with until you receive our confirmation.

We might want to let you know about new developments that are affecting your investments. You expressly invite EQ to telephone you between 8am and 8pm on weekdays to discuss investment business without prior notice unless you instruct us to the contrary.

We are required by our regulator, the FCA, to keep records of any telephone conversations or other electronic communications with our clients in relation to the arranging of transactions in investments that are categorised as 'financial instruments'. Any recorded telephone calls may also be used for the purposes of training and monitoring quality. In the event of a dispute, we may rely on such recordings.

A copy of our Call Recording policy is available upon request.

## Code of Ethics

We are committed to setting, maintaining and supporting the highest professional standards in financial services. As such, our code of ethics requires our directors and staff to:

- Comply with the code and all relevant laws and regulations
- Act with the highest ethical standards and integrity
- Act in the best interests of each client
- Provide a high standard of service; and
- Treat clients fairly

## What to do if you have a complaint

If you wish to register a complaint, please contact us:

**In writing:** to The Compliance Officer, EQ Investors Ltd, Centennium House, 100 Lower Thames Street, London EC3R 6DL

**By phone:** 020 7488 7110

**By email:** [compliance@eqinvestors.co.uk](mailto:compliance@eqinvestors.co.uk)

A copy of our internal complaints procedure is available upon request.

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service (FOS). The FOS website is: [financial-ombudsman.org.uk](http://financial-ombudsman.org.uk)

## Are we covered by the Financial Services Compensation Scheme (FSCS)?

Yes, and you may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

Most types of investment business is covered up to a maximum of £85,000 for firms who failed on or after 1st April 2019.

However with investment based insurance/long term insurance, e.g. pensions and investment bonds the maximum level of compensation is 100% of the claim with no upper limit for claims against firms declared in default on or after the 3rd July 2015.

Further information about compensation scheme arrangements is available on the FSCS website: <http://www.fscs.org.uk>

There are certain financial products and services that are not regulated by the FCA which means clients purchasing them may not be entitled to the protection of the UK regulatory system – this includes the FSCS. We will notify you in writing if this applies to any of the products or services we recommend to you, before you decide whether or not to proceed with their purchase.

## Right to Withdraw

In the case of many retail investment products – such as life assurance contracts, personal pension schemes, investment bonds, and collective investment arrangements (e.g. unit trusts), a right to withdraw or cancel the contract within a specified period is normally provided. Details of such rights are ordinarily contained in the product literature (e.g. Key Features Document) and/or we may provide details of such rights in a separate communication such as the Suitability Report.

In the case of any non-retail investment products e.g. an ISA wrapper, we will inform you in writing of any right to withdraw or cancel you may have or, if it is the case, we will inform you in writing that no such rights will apply.

## Governing Law

These Terms are legally binding and shall be governed and construed in accordance with the Laws of England or with the Laws of Scotland if you live in Scotland or with the Laws of Northern Ireland if you live in Northern Ireland. Both you and we submit to the non-exclusive jurisdiction of the English courts, or Scottish Courts if you live in Scotland or the Courts of Northern Ireland if you live in Northern Ireland.

If any part of this agreement is unenforceable, then all other parts remain enforceable.

We will not accept responsibility if you act on advice previously given by us without first confirming with us that the advice is still valid in light of any change in the law or your circumstances.

## Force Majeure

EQ Investors Limited shall not be in breach of this agreement and shall not incur any liability to you if there is any failure to perform its duties due to any circumstances reasonably beyond its control.