INTRODUCER TERMS OF BUSINESS AGREEMENT

Regulated / Associated Companies

IVCM

www.ivcm.com

INTRODUCTION FOR IVCM

This Introducer Agreement sets out the terms of business which govern the relationship between a regulated/licensed Adviser introducer of business ("Adviser") and IVCM, a global brand operated by or through the IVCM group of companies ("IVCM").

Where this document refers to IVCM – this shall apply to the following entities;
IVCM Marketing FZ LLC, IVCM Trustees (Gibraltar) Ltd and IVCM (Aust) Pty Ltd and any other companies that are subsequently placed within the IVCM brand.

Only Introducers who have agreed terms of business with IVCM, and have the relevant permissions in their clients' jurisdictions of residency may submit or transact business on behalf of a client. This form must be completed in full and submitted with the required evidence. The Agreement is subject to regular review.

Confirmation of acceptance and the range of products you are able to introduce will be provided by IVCM once all of the requirements have been completed.

Please return the completed application to your IVCM sales representative. If you have any queries on the content of this Agreement please do not hesitate to contact your IVCM sales representative.

Definition and Interpretation.

For the definition and meaning of words and expressions please refer to the back of the document under "Definitions and Interpretations".

Authorisation.

The adviser firm and advisers warrant that they have and will maintain all authorisations, permissions, authorities, licenses and skills necessary to carry out the activities under this contract and will in all respects comply with all appropriate legislation and regulation. For avoidance of doubt, this includes whether ensuring the chosen product is suitable for the client being introduced, or following a complaint from an insistent customer or execution only process. This includes transfers into any of the chosen schemes, from any Safeguarded Benefits Schemes.

The adviser firm and advisers acknowledge that they take full responsibility for any advice given (including regulated investment advice) to clients introduced concerning any assets held within any of the Pension Schemes, whether or not they are regulated investments, and warrant that they have the necessary jurisdiction permissions and that individual advisers have and maintain the relevant professional qualifications and continue to hold the Statement of Professional Standing.

If the Adviser or firm ceases to have jurisdictional authorisation, or its permission to conduct any class of business is revoked or suspended by the relevant authority, it agrees to notify IVCM immediately.

The Adviser Firm agrees to indemnify IVCM against any loss sustained as a result of it acting beyond the scope of its authority; from business introduced which is outside the scope of its Jurisdictional authorisation and from any other breach of these Terms of Business.

Relationship.

Nothing in these Terms and Conditions will operate to create a partnership, joint venture or employment contract between the Adviser and IVCM and nothing authorises any party to act as agent or bind the other in a way save as may be specifically provided in these Terms of Business.

The adviser firm and advisers are the agent of the Client when acting under these Terms of Business. If any of the companies as set out in these terms of Business considers it appropriate, they will communicate directly with Clients regarding their Pension benefits. If the Adviser ceases acting for a client, the companies will cease communicating with the Adviser in relation to that Client.

Transfer payments or contributions into any scheme routed via an adviser, intermediary or third party will not be accepted. All transfer payments into the scheme must be made directly from the ceding scheme and all contributions made directly by the client whether by cash or in-specie.

DATA CONTENT DECLARATION FOR IVCM

I/We declare that I/we have read, understood and accepted these Terms of Business and sign below to confirm as such.

I/We declare that all information given in the following application, and any attachments, is complete and accurate in all respects to the best of my/our knowledge and belief. I/We authorise IVCM to attempt to verify the information provided, and to seek any references that may be necessary from my/our bankers or from any other companies listed in this application.

I/We understand that issuing of Terms of Business is dependent on satisfactory Due Diligence and reference reports and that any adverse information that is discovered may result in the revocation of an offer, or if discovered after Terms of Business has been agreed, may lead to dissolution of any agreement. I further undertake to notify all companies party to the Terms of Business immediately of changes in material information provided within this form, in respect of the principals, directors or firm, including but not restricted to notification of any actual, intended or pending investigations, censure or sanctions by any regulatory body.

I/We release IVCM from any and all liability to me/us which could result from the disclosure of information by a third party to another third party in response to any enquiries.

First Director/Principal

Signed

Date

Second Director/Principal

Signed

Date

Third Director/Principal

Signed

Date

Fourth Director/Principal

Signed

Date

For and on behalf of
(Business Name)

COMPANY DETAILS - REGULATED ENTITY

Business Name:	
Trading Name (if applicable):	
Registered Office:	
Trading / Head Office Address:	
Business Contact Number:	
Fax Number:	
Company Main Contact Name:	
Company Contact Email:	
Commission Main Contact Name:	
Commission Email:	
Nature of Business:	
Place of Incorporation:	
Date of Incorporation:	
Please provide details of any subsidiary or associate companies:	
Is the business part of a network of brokers? If so please provide details:	
Do you intend to submit business via another company? If so please provide details and the reasons for doing so:	

DIRECTOR AND PRINCIPAL DETAILS

Name of **first** Director/Principal:	
Date of Birth:	
Place of Birth:	
Home Address:	
Telephone Number:	
Mobile Number:	
Email Address:	
Professional Qualifications and Industry Experience:	
Name of regulatory or professional body and individual's registration ref.:	

Name of **second** Director/Principal:	
Date of Birth:	
Place of Birth:	
Home Address:	
Telephone Number:	
Mobile Number:	
Email Address:	
Professional Qualifications and Industry Experience:	
Name of regulatory or professional body and individual's registration ref.:	

DIRECTOR AND PRINCIPAL DETAILS CONTINUED

Name of **third** Director/Principal:	
Date of Birth:	
Place of Birth:	
Home Address:	
Telephone Number:	
Mobile Number:	
Email Address:	
Professional Qualifications and Industry Experience:	
Name of regulatory or professional body and individual's registration ref.:	

Name of **fourth** Director/Principal:	
Date of Birth:	
Place of Birth:	
Home Address:	
Telephone Number:	
Mobile Number:	
Email Address:	
Professional Qualifications and Industry Experience:	
Name of regulatory or professional body and individual's registration ref.:	

BUSINESS STANDING

Has the company or any named Director/Principal on this form ever been refused, had revoked, resigned from, or chosen to not continue with any licence or authorisation for operating in the financial services industry?

NO ☐ YES ☐ If YES, provide details below:

Has the company or any named Director/ Principal on this form ever been refused or had revoked any authorisation to carry on investment banking or carry on insurance business?

NO ☐ YES ☐ If YES, provide details below:

Has the company or any named Director/Principal on this form ever been publicly censured, disciplined, suspended or expelled by any recognised regulatory organisation or professional body or by any other organisation body or association?

NO ☐ YES ☐ If YES, provide details below:

Is the company or any Director/ Principal on this form currently the subject of disciplinary proceedings by any regulatory body or association or is the business aware of any such proceedings that are pending?

NO ☐ YES ☐ If YES, provide details below:

Has the company or any Director/Principal named on this form ever been subject to a formal investigation under any relevant financial services authorities, securities or similar legislation?

NO ☐ YES ☐ If YES, provide details below:

BUSINESS STANDING CONTINUED

Is the company or any Director/ Principal named on this form currently engaged as a defendant (otherwise than in a professional capacity or as an expert witness) or the subject of any criminal or civil proceedings or arbitration?

NO ☐ YES ☐ If YES, provide details below:

Has the company or any Director/Principal named on this form ever had any judgement debts entered against it, been put into compulsory liquidation, had its assets sequestrated, had a Receiver, Administrative Receiver or Administrator appointed or entered into any agreement with its creditors or ceased trading in circumstances in which its creditors did not receive full payment?

NO ☐ YES ☐ If YES, provide details below:

Have any of the Key Individuals in the company ever been a party to any criminal proceedings as an individual?

NO ☐ YES ☐ If YES, provide details below:

Is the company a member of any regulatory body and/ or trade association (please enclose evidence)?

NO ☐ YES ☐ If YES, provide details below:

If no Australian Financial Services Licence is held, please confirm that you are exempt from the requirement to hold an Australian financial services licence.

NO ☐ YES ☐ If YES, provide details below:

COMPANY BANK DETAILS

Please note that this must be the company's (or Groups) current bank account in the name of the incorporation or its trading name. Please provide proof of bank details such as an original recent statement, void cheque or paying in slip.

Bank name:	
Bank's address:	
Account Name:	
Account IBAN:	
Sort Code/BIC:	
BSB:	
Account Currency:	

ALL PAYMENTS TO THE INTRODUCER WILL ALWAYS BE MADE TO THE ABOVE ACCOUNT

To instruct on a change of company bank details, a formal instruction will be required on the headed paper of the company along with the signatures of all named Principals/Directors before any changes can be effected. Proof of new bank details will also be required.

Payments will always be made to the above account unless you provide us with details of any additional accounts to receive payments in a different currency. Payments out of the pension schemes will be made from their domiciled currency and therefore if you have not requested and provided us with further banking details you will be subject to prevailing FX rates and charges.

Disclaimer: If the above account is not in the specific name of the Adviser Company within this application form then the Adviser confirms that although this account is not in their name, IVCM will treat this account as being their account and the Adviser warrants that they are taking full responsibility for this account and all payments made to it. The Adviser further confirms that all payments to this account on their behalf are in respect of advice that they have provided and that they remain with the full responsibility for this advice.

REGULATORY AND LICENSE DETAILS

Please provide the company's regulatory number:

Please confirm the activities the company has permissions for:

PLEASE MAKE SURE A COPY OF THE LICENSE AND/OR REGULATOR'S CERTIFICATE IS INCLUDED WITH THE COMPLETED AGREEMENT.

If the company does not have appropriate permissions from a Regulator or permissions have been restricted in any way, please explain why:

Please tick the box if the company has professional indemnity insurance in place:

PLEASE MAKE SURE A COPY OF THE PROFESSIONAL INDEMNITY INSURANCE IS INCLUDED WITH THE COMPLETED AGREEMENT.

REGULATORY AND LICENSE DETAILS - AUSTRALIA

Please also complete the 'Recipient Created Tax Invoice Agreement' on page 12 (for Australian Advisers) OR the 'Advisers Commission Payment Agreement' on page 13 (for Non-Australia Advisers).

Dealer Name:	
Please provide the company's AFS License Number:	
Please confirm the activities the company has permissions for:	
	PLEASE MAKE SURE A COPY OF THE LICENSE OR REGULATOR'S CERTIFICATE IS INCLUDED WITH THE COMPLETED AGREEMENT.
If the company does <u>not</u> have appropriate permissions from their Regulator or permissions have been restricted in any way by the regulator, please explain why:	
Please tick the box if the company has professional indemnity insurance in place:	☐ PLEASE MAKE SURE A COPY OF THE PROFESSIONAL INDEMNITY INSURANCE IS INCLUDED WITH THE COMPLETED AGREEMENT.
Adviser Name	
Adviser Company / Trading Name:	
Street address:	
Postal address:	
Telephone number:	
Fax number:	
Mobile number:	
Email address:	
Registered for GST	YES ☐ NO ☐ Tick one box only

REGULATORY AND LICENSE DETAILS - AUSTRALIA

Recipient Created Tax Invoice Agreement - Australian Advisers only

This Agreement will enable Diversa Trustees Limited to prepare Recipient Created Tax Invoices ("RCTI's").

Please read it carefully and all being in order, complete the details below and return it to Diversa Trustees Limited.

This Agreement is made between the Supplier and the Recipient on the date specified below.

1. The Supplier acknowledges and agrees that:
   a. it will not issue tax invoices in respect of the Supplies.
   b. it is registered for GST and that it will notify the Recipient immediately if it ceases to be registered.
   c. the ABN specified below is true and correct; and
   d. it will be bound by these terms and conditions.

2. The Recipient acknowledges and agrees that it:
   a. can issue tax invoices in respect of the Supplies.
   b. is registered for GST and that it will notify the Supplier immediately if it ceases to be registered or if it ceases to satisfy any of the requirements for the issuance of a RCTI; and
   c. indemnifies the Supplier for any liability for GST and penalty that may arise from an understatement of the GST payable as a result of an error by the Recipient on any Supply in respect of which it issues a RCTI.

Where:
"Supplier" is the entity specified as the Supplier below.
"Supplies" is the provision of services for which commissions are paid.
"Recipient" is Diversa Trustees Limited ABN 49 006 421 638.

Legal Name of Supplier:	
Trading Name of Supplier:	
Supplier's ABN:	
Authorised Signatory Name:	
Authorised Signatory Position:	
SIGNED for and on behalf of the Supplier:	
Dated:	

SIGNED for and on behalf of Diversa Trustees Limited (ABN 49 006 421 638) by its duly authorised representative.

(Recipient)

REGULATORY AND LICENSE DETAILS - AUSTRALIA

Advisers Commission Payment Agreement - Non-Australia Advisers only

This Agreement will enable Diversa Trustees Limited to make a payment of commission to you as agreed by the member.

Please note Diversa Trustees Limited entered into an agency agreement with IVCM (Aust) Pty Ltd (the Agent). Commissions will be paid by Diversa Trustees Limited to the Agent.

Please note you are liable for any currency conversion and bank fees. The Agent will deduct it from your commission payment.

This Agreement is made between the Supplier and the Recipient on the date specified below.

1. The Supplier acknowledges and agrees that:
   a. it will not issue tax invoices in respect of the Supplies.
   b. it is not required to be registered for GST; and
   c. it will be bound by the terms and conditions of this agreement.

2. The Recipient acknowledges and agrees that it:
   a. will issue remittance advice to the Agent in respect of the Supplies; and
   b. any liability for GST on the Supplies will be withheld from the commission payment and will be remitted to the Australian Taxation Office under the Reverse Charge Rules.

Where:
"Agent" is IVCM (Aust) Pty Ltd.
"Supplier" is the entity specified as the Supplier below.
"Supplies" is the provision of services for which commissions are paid.
"Recipient" is Diversa Trustees Limited ABN 49 006 421 638
"GST (Good Services Tax)" is a value added tax of 10% on goods and services.
"Australian Taxation Office" is an Australian government statutory agency and the principal revenue collection body for the Australian government.

Legal Name of Supplier:	
Trading Name of Supplier:	
Authorised Signatory Name:	
Authorised Signatory Position:	
SIGNED for and on behalf of the Supplier:	
Dated:	

SIGNED for and on behalf of Diversa Trustees Limited (ABN 49 006 421 638) by its duly authorised representative.

(Recipient)

REGULATORY AND LICENSE DETAILS - NEW ZEALAND

Adviser Name:	
Please provide the adviser's AFA licence number:	
Please confirm the activities the company have permissions for:	
Company Name:	
Company Number:	
Is the company registered for GST?	YES ☐ NO ☐
If the adviser does not have appropriate permissions or permissions have been restricted in any way by the regulator, please explain why:	
Please tick the box if the company has professional indemnity insurance in place:	☐ PLEASE MAKE SURE A COPY OF THE PROFESSIONAL INDEMNITY INSURANCE IS INCLUDED WITH THE COMPLETED AGREEMENT.

TERMS OF BUSINESS

This Terms of Business Agreement sets out the basis upon which IVCM agrees to accept introductions from Financial Advisers in relation to Qualifying Recognised Overseas Pension Schemes ("QROPS"). It defines the respective roles, responsibilities, and obligations of the parties, ensuring compliance with applicable regulatory, HMRC, and anti money laundering requirements. This Agreement is intended to protect the interests of Clients, preserve the integrity of the QROPS, and maintain regulatory standards at all times.

1. Definitions and Interpretation

1.1 In this Agreement, unless the context otherwise requires, the following expressions shall have the meanings set out below:

- "Agreement" means this Terms of Business Agreement together with any schedules, appendices, policies, or procedures incorporated by reference.
- "IFA" means the Independent Financial Adviser, introducer, intermediary, or firm entering into this Agreement, including its partners, directors, officers, employees, contractors, and appointed representatives.
- "Operator" means the relevant pension scheme operator, acting as trustee and/or administrator of one or more Qualifying Recognised Overseas Pension Schemes.
- "QROPS" means a Qualifying Recognised Overseas Pension Scheme recognised by His Majesty's Revenue & Customs from time to time.
- "Client" means any individual introduced by the IFA in connection with a transfer, participation, or continued membership of a QROPS.
- "Applicable Law" means all statutes, regulations, regulatory rules, HMRC guidance, Regulator rules, international standards, and industry codes applicable in the Operator's jurisdiction and in the jurisdiction(s) in which the IFA operates.

1.2 References to any statute or regulation include all amendments, replacements, and re enactments.

1.3 Words importing the singular include the plural and vice versa. Headings are for convenience only and shall not affect interpretation.

1.4 Any obligation on a Party not to do an act includes an obligation not to permit or authorise that act.

2. Appointment and Scope of Relationship

2.1 The Operator allows the IFA on a non exclusive basis to introduce prospective Clients for potential transfer into, or membership of, a QROPS operated by the Operator.

2.2 The IFA's activities under this Agreement are strictly limited to:

- introducing Clients; and
- providing independent financial advice in its own capacity.

2.3 The IFA has no authority to bind the Operator, make representations on its behalf, or give assurances regarding acceptance into any QROPS.

2.4 Acceptance of any Client or transfer remains entirely at the discretion of the Operator, who may refuse any Client without providing reasons.

2.5 The IFA acknowledges that the Operator owes statutory, fiduciary, and regulatory duties which shall prevail over any commercial arrangements contemplated by this Agreement.

TERMS OF BUSINESS

Continued

3. Independent Status and Non Agency
   - 3.1 Nothing in this Agreement shall be construed as creating a partnership, agency, fiduciary, joint venture, or employment relationship.
   - 3.2 The IFA shall not represent or imply that it acts on behalf of the Operator or that the Operator endorses the IFA's advice.
   - 3.3 All advice, explanations, and recommendations provided to Clients are given solely in the IFA's own capacity and at its sole responsibility.

4. Regulatory Authorisation and QROPS Compliance
   - 4.1 The IFA warrants that it is properly authorised, licensed, and permitted to advise on pension transfers and overseas pension arrangements in its home jurisdiction.
   - 4.2 The IFA shall ensure that all advice relating to UK pension transfers and QROPS complies with:
     - HMRC rules and guidance;
     - relevant overseas transfer charge requirements; and
     - applicable local regulatory standards.
   - 4.3 The IFA shall immediately notify the Operator of:
     - any regulatory investigation or enforcement action;
     - suspension, limitation, or withdrawal of regulatory permissions; or
     - any matter that could reasonably affect the integrity of a QROPS.
   - 4.4 The Operator may suspend introductions or terminate this Agreement immediately where continued association may jeopardise QROPS status or regulatory standing.

5. Advice, Suitability, and Client Understanding
   - 5.1 The IFA is solely responsible for determining the suitability of any transfer to a QROPS, including assessment of:
     - the Client's objectives and circumstances;
     - risk tolerance;
     - alternative options; and
     - long term consequences.
   - 5.2 The IFA shall prepare and retain comprehensive suitability and transfer value analysis reports and provide copies to the Operator upon reasonable request.
   - 5.3 The IFA must clearly and fairly explain all material risks, including:
     - loss of safeguarded benefits;
     - tax exposure;
     - currency risk;
     - regulatory protection differences; and
     - potential future legislative change.
   - 5.4 The IFA shall ensure Clients acknowledge in writing that the Operator does not provide investment, financial, or tax advice.

TERMS OF BUSINESS

Continued

6. Anti Money Laundering and Due Diligence
   - 6.1 The IFA shall conduct full customer due diligence in accordance with:
     - Relevant AML/CFT legislation;
     - FATF recommendations; and
     - its own local regulatory requirements.
   - 6.2 Documentation shall include verified identity, address, source of wealth, and source of funds, provided as appropriately certified copies.
   - 6.3 Where higher risk indicators are present, enhanced due diligence must be applied.
   - 6.4 The Operator reserves the right to decline Clients, suspend transactions, or freeze accounts where AML concerns arise.

7. HMRC Reporting and Information Accuracy
   - 7.1 The IFA shall provide all information reasonably required to enable the Operator to meet HMRC reporting obligations accurately and within statutory timeframes.
   - 7.2 The IFA acknowledges that inaccurate or misleading information may result in HMRC penalties, tax charges, or withdrawal of QROPS recognition.
   - 7.3 The IFA shall indemnify the Operator against all liabilities arising from incorrect, incomplete, or misleading information supplied by the IFA.

8. Data Protection and Confidentiality
   - 8.1 Each Party shall comply with all applicable data protection legislation, including Gibraltar GDPR equivalent laws.
   - 8.2 The IFA shall ensure Clients provide informed and explicit consent for the transfer of personal data to the Operator.
   - 8.3 All confidential information shall be protected from unauthorised disclosure and used solely for legitimate purposes.
   - 8.4 These obligations survive termination.
9. Fees, Charges, and Remuneration
   - 9.1 Any fees facilitated through a QROPS must be lawful, transparent, and fully disclosed to Clients.
   - 9.2 The Operator is not responsible for enforcing payment of adviser fees owed by Clients to the IFA.
   - 9.3 The Operator may refuse or suspend fee facilitation where compliance, disclosure, or regulatory concerns arise.

10. Ongoing Servicing
    - 10.1 The IFA shall provide ongoing servicing where required by Applicable Law or agreed with the Client.
    - 10.2 The IFA shall notify the Operator promptly if it ceases to act for a Client.
    - 10.3 Where no ongoing service is provided, this must be confirmed in writing.
    - 10.4 If a client moves to a jurisdiction in which you do not have the appropriate license or permissions, your servicing rights to that client will cease, along with any ongoing Adviser fees from the product.

TERMS OF BUSINESS

Continued

11. Representations, Warranties, and Insurance
    - 11.1 The IFA warrants it has the expertise, systems, and experience to advise on QROPS transfers.
    - 11.2 The IFA shall maintain appropriate professional indemnity insurance covering pension transfer advice.
    - 11.3 Such insurance shall remain in force for at least six years following termination in respect of historic advice.

12. Liability and Indemnity
    - 12.1 The Operator shall not be liable for losses arising from advice or omissions by the IFA.
    - 12.2 The IFA shall indemnify the Operator against all claims, penalties, regulatory action, legal costs, and reputational damage arising from breach of this Agreement or Applicable Law.
    - 12.3 These indemnities survive termination.

13. Conflicts of Interest
    - 13.1 The IFA shall maintain effective policies to identify and manage conflicts of interest.
    - 13.2 All conflicts, including remuneration conflicts, must be disclosed to Clients.
    - 13.3 The Client's best interests shall always take precedence.

14. Complaints and Regulatory Cooperation
    - 14.1 Complaints relating to financial advice are the responsibility of the IFA.
    - 14.2 The Operator shall handle complaints relating to scheme administration.
    - 14.3 Both Parties shall cooperate fully with any regulatory, HMRC, or ombudsman investigation.
    - 14.4 The IFA shall notify the Operator immediately of any complaint involving a QROPS transfer.

15. 15. Termination
    - 15.1 Either Party may terminate this Agreement on 30 days' written notice.
    - 15.2 Immediate termination applies for regulatory breach, insolvency, or conduct endangering QROPS status.
    - 15.3 Termination does not affect accrued rights, remedies, or indemnities.

16. Governing Law and Jurisdiction
    - 16.1 This Agreement shall be governed by and construed in accordance with the laws of Gibraltar, Australia or New Zealand as appropriate.
    - 16.2 The courts of Gibraltar, Australia or New Zealand as appropriate shall have exclusive jurisdiction.

TERMS OF BUSINESS

Continued

I/We agree to the Terms and Conditions contained within this document:
(to be signed by each Director and Principal listed on page 4 and page 5)

Signed	
Dated:	
Signed	
Dated:	
Signed	
Dated:	
Signed	
Dated:	

INFORMATION AND DOCUMENT CHECKLIST

Please check you have provided the following details:
(all boxes are to be ticked before returning form)

- ☐ Company details
- ☐ Certificate of Incorporation/Registration
- ☐ Register of Directors certified by a body of the Company

OR

- ☐ Appointment of First Directors or subsequent minutes of assembly, confirming the appointment of the members of the Board of Directors
- ☐ Register of Members and Share Ledger

AND

- ☐ Business Standing Questionnaire
- ☐ Evidence of the appropriate regulatory license for the company
- ☐ Evidence of individual professional or regulatory registration
- ☐ AML for Directors and Principals for address and identity verification. Please note utility bills/tax statements/bank statements must be issued within the last 3 months. We cannot accept statements printed-off from online accounts.
- ☐ The identification documents (e.g. passport) of the Directors and Principals must be certified as true copies by an appropriate certifier.
- ☐ Evidence of Professional Indemnity Insurance