SCOTTISH WIDOWS

Scottish Widows Platform

Adviser Terms of Use

For Professional Advisers only

Contents

1	Use of the Scottish Widows Platform	03
2	Access to the Scottish Widows Platform	04
3	Intellectual property	04
4	Data and data protection	05
5	Confidentiality	05
6	Liability	06
7	Administration authority	07
8	General	07

Terms of Use

For the purposes of these Terms of Use: "**you**" or "**your**" means the Financial Adviser of a Financial Adviser Firm or an Authorised User of a Financial Adviser Firm; and

"**Scottish Widows Platform**", "**us**", "**our**" or "**we**" refers to Embark Investment Services Limited, trading as Scottish Widows Platform.

Please refer to our Adviser Terms of Business for all definitions.

Your access and use of the Scottish Widows Platform is subject to the following 'Terms of Use'. Please read them carefully. By completing and signing the Adviser Firm Application Form you are confirming you agree to these Terms of Use.

In the event of any conflict between these Terms of Use and the Adviser Terms of Business the Adviser Terms of Business will prevail.

1

Use of the Scottish Widows Platform

You agree your Authorised Users will only access the Scottish Widows Platform when you are located in the UK if you are providing services to Clients and for the purposes set out in these Terms of Use. You agree your Authorised Users will never use the Scottish Widows Platform unless they have been expressly authorised to do so by you.

Where we have agreed to provide access to our services online, we will communicate this by providing log in and password details to your Financial Adviser Firm.

You procure that your Authorised Users shall at all times access and use us in accordance with any guidance, issued from time to time by us, and shall not use us for any unlawful, improper or immoral purpose.

You confirm it is your responsibility to ensure your Authorised Users understand how the Scottish Widows Platform operates and through the ordinary course of business to:

- complete and submit online applications for Clients;
- access and update Client details;
- provide instructions on behalf of Clients, including but not limited to:
  a) the payment of contributions into and from their Online Account.
  b) the payment of Adviser Charges from their Online Account.
  c) the investment and disinvestment of Client assets in their Online Account including the use of any Model Portfolios.
- access asset summaries, valuations, account transactions and balances and (subject to the terms set out in Clause 2 below) generate Illustrations;
- any other functionality which may be notified by us to you (from time to time), subject to any additional terms also notified by us.

Unless you have notified us of an error or a security breach, we will accept in good faith all Instructions and Trade Instructions placed on the Scottish Widows Platform by any of your Authorised Users where a valid username and password has been entered.

Without prejudice to the generality of the foregoing, we will not accept liability for any loss you suffer as a result of any unauthorised Instructions or Trade Instructions where you, your Authorised Users or the Client fails to inform us of any threat or potential threat to the security of their username or password.

We reserve the right at all times to:

- change the content, presentation and facilities of any part of Scottish Widows Platform or of any tools;
- suspend or withdraw access to Scottish Widows Platform or any tools without notice where it may contravene Applicable Laws or where we have reasonable grounds to believe there has been, or may be, improper use of the Scottish Widows Platform or of any tools.

Where the Scottish Widows Platform contains links to other websites and resources provided by third parties, we:

- make no warranty as to the accuracy of any information relating to, provided by or in relation to such tools and do not accept any liability in any way for the content, accuracy, integrity or any other aspect of that information;
- shall not, where you have entered into terms of use of such tools directly with the third party providing the relevant tool, be liable for the use of, or the outputs from, the use of such tools, or for the acts, omissions or negligence of any third party.

You shall inform us immediately if either you or your Client decides to terminate the relationship with the other. In such circumstances, your access rights to that Client's Online Account will cease on notification.

We reserve the right at any time, with or without notice, and within our sole discretion, to suspend, restrict or withdraw any rights of access enjoyed by you or any of your Authorised Users to and use of the Scottish Widows Platform and/or to terminate these Terms of Use with you.

2

Access to the Scottish Widows Platform

You acknowledge that your Authorised Users' right to access and use the Scottish Widows Platform is personal to each Authorised User. You shall not allow the use of and you procure that Authorised Users shall not allow the use of, or disclose to any third party, any username or password used by you or your Authorised Users to access it. You are responsible for any and all acts and omissions that occur using your username and password or your Authorised Users' usernames and passwords.

You shall notify us immediately and you procure that any Authorised User shall notify us immediately if you or they become aware, or have reason to believe, that there has been unauthorised use of any username and password issued to them or the security of the Scottish Widows Platform has been compromised and will co-operate in the investigation and remedy of any such security breach.

We may at any time, at our sole discretion, suspend or terminate the use of any username and password issued to you or your Authorised Users for security, administration or any other reasons. We will inform you as soon as reasonably possible of such termination or suspension and will invite you or the Authorised User to choose a new password.

You acknowledge your Authorised Users shall be responsible for any system or electronic device used by the Authorised User to access the Scottish Widows Platform or any link to it, including any back-office system, and for ensuring the system or electronic device is compatible and operates in accordance with any security or other standards agreed between you and us for the transmission and receipt of data.

3

Intellectual Property

The Scottish Widows Platform, (additional) software, the material and data located on or provided through it, and all intellectual property rights therein, are (and shall at all times remain) owned by us (or our licensors). We grant to you and your Authorised Users a non-exclusive, non-transferable licence to use the Scottish Widows Platform, its software and the material and data located on it or provided through it, subject to these Terms of Use and solely for the purposes set out in them.

You and your Authorised Users shall not:

- attempt to gain unauthorised access to our computer systems or to parts of the Scottish Widows Platform to which you are not granted access;
- copy, reproduce or transmit any information relating to, or the look and feel of, the Scottish Widows Platform or any tools on the Scottish Widows Platform, in whole or in part, unless this is for legitimate and proper use under these Terms of Use;
- alter or make modifications to, clone, copy, edit or interfere with, the Scottish Widows Platform or its source code or any of the tools; or
- merge the Scottish Widows Platform or the tools on the Scottish Widows Platform with any other computer software programmes.

Third parties may provide tools for use in or with the Scottish Widows Platform. You acknowledge and agree that all intellectual property rights in such tools are owned by its licensors. We:

- make no warranty as to the accuracy of any information relating to, provided by or in relation to such tools and do not accept any liability in any way for the content, accuracy, integrity or any other aspect of that information;
- shall not, where you have entered into terms of use of such tools directly with the third party providing the relevant tool, be liable for the use of, or the outputs from, the use of such tools, or for the acts, omissions or negligence of any third party.

4

Data and Data Protection

Without prejudice to the generality of Clause 4, all intellectual property rights in and to the data provided to you as a result of your use of the Scottish Widows Platform shall at all times remain our (or our licensors') property.

All Client data shall be used by you and your Authorised Users solely for the purposes of fulfilling your obligations to your Client(s). You and your Authorised Users shall at all times keep such data confidential and shall only disclose the data obtained from the Scottish Widows Platform relating to a specific Client with their consent or where required by Applicable Laws to do so.

You agree that you will ensure that any data submitted by you or your Authorised Users will have been checked by an up-to-date virus and malware checker and will be free from viruses, bugs, malware and any other contaminants (whether latent or active) prior to its release to us.

The Scottish Widows Platform uses cookies and other similar software for recording activities for audit purposes. Your acceptance of these terms confirms your knowledge and acceptance of their use.

You understand that:

- certain services available through the Scottish Widows Platform require the population of "personal data" (as defined in the Data Protection Legislation), for example submitting a Client account application. We will process the data for those purposes but may also use the information for marketing, market research, statistical purposes and the prevention and detection of fraud;
- each time you submit personal data, you warrant and represent to us that the personal data is released with the informed consent of the Client;
- you confirm that you will fully explain to each Client whose personal data you provide to us that their data will be used by us in the manner specified above and as envisaged in these Terms of Use;
- you shall at all times in using or processing personal data as a result of your access to, and use of, the Scottish Widows Platform comply with all applicable laws relating to the processing of data protection, including the Data Protection Legislation and subsequent amends.

5

Confidentiality

You will keep confidential and you procure that your Authorised Users shall keep confidential at all times information relating to the Scottish Widows Platform that is accessed using a username and password (known as "confidential information"). This includes any software, text, graphics, files, scripts or other content or materials, any database and any proprietary data, processes, information and documentation made available to you, other than that which is or becomes part of the public domain. You and your Authorised Users will only be permitted to disclose confidential information to any person(s) with our prior written consent or where required to do so by Applicable Laws.

6

Liability

Other than to the extent required by Applicable Laws, we provide no warranty as to the quality or fitness for purpose of the Scottish Widows Platform nor that it is free of errors, or viruses.

We have taken reasonable care to ensure that the information provided through the Scottish Widows Platform is accurate at the time of publication; however, no representation or warranty, express or implied, as to the reliability, accuracy or completeness of such information is given.

To the extent permitted by Applicable Laws and subject to the provisions of this clause 6, we shall have no liability for any direct, indirect or consequential loss or damage (whatsoever or howsoever caused) suffered by you including, without limitation, any loss of profits, revenue, business, goodwill or business opportunity, or any loss of data or damage to computer systems, whether in an action for breach of contract, in negligence or any other tort, under statute or otherwise arising out of or in connection with:

- the use of the Scottish Widows Platform;
- any delay or inability to access or use the Scottish Widows Platform;
- any change to the Scottish Widows Platform;
- any suspension, restriction or withdrawal of the Scottish Widows Platform;
- the results of the use of the Scottish Widows Platform;
- the use of, or reliance upon, the information provided through the Scottish Widows Platform.

Nothing in these Terms of Use shall exclude or restrict our liability for fraud, or for death or personal injury caused by our negligence, or any liability imposed under the provisions of the Financial Services and Market Act 2000, or any other liability which may not lawfully be excluded or limited.

You hereby agree to indemnify us and keep us fully and effectively indemnified in respect of any losses, claims, liabilities, costs, damages or expenses (including legal costs and expenses) incurred, suffered by or brought against us (except to the extent caused directly by our own negligence, wilful default or fraud) as a result of either you or any of your Authorised Users use or misuse of the Scottish Widows Platform or any breach by your or any of the provisions of these 'Terms of Use'. This obligation shall survive termination of these terms.Without prejudice to the generality of the foregoing, we shall not be liable to you for any loss whatsoever that you suffer as a result of any claim made against you by a Client arising from the use of the Scottish Widows Platform.

Without prejudice to its liability for its own obligations, act or omissions, you will be liable to us for all of the obligations, acts or omissions (whether occurring with or without your authority) for any Authorised User(s) you have authorised in connection with the use of the Scottish Widows Platform under these 'Terms of Use'.

7

Administration Authority

Where agreed by us, you through your Super User may have been provided with the following additional access to functionality on the Scottish Widows Platform:

- create usernames and passwords for other Authorised Users;
- request new passwords be issued to Authorised Users where appropriate;
- to cancel usernames and passwords upon the termination of an Authorised User's access to the Scottish Widows Platform due to:
  a) the termination of the terms between us and the Financial Adviser Firm.
  b) the Authorised User no longer being entitled to use the Scottish Widows Platform.
  c) the Authorised User no longer works for the Financial Adviser Firm that authorised them.
  d) the Authorised User breaches the Terms of Use.

If you are a holder of the additional functionality detailed in this Clause 7, you will have the responsibility for:

- maintaining the security and confidentiality of the usernames and passwords provided;
- promptly cancelling the username and password of any Authorised User for whom access to the Scottish Widows Platform has been withdrawn as set out in these Terms of Use or pursuant to the Adviser Terms of Business and;
- verifying that each Authorised User only has access to data on the Scottish Widows Platform which they have authority from you to access, in line with these Terms of Use.

We reserve the right to review your processes and procedures for storing, protecting, granting and gaining or sharing access to the Scottish Widows Platform. You shall implement any reasonable request by us for a change or addition to such processes and procedures properly and promptly.

8

General

You shall not sub-license, assign or transfer in any way any of your rights and/or obligations under these Terms of Use. We shall be entitled at any time (without obtaining further consent or agreement from you) to assign, sub-contract, novate, transfer or otherwise dispose of any of our rights or obligations under these Terms of Use.

We may vary these Terms of Use at any time. Any such variation shall be effective once the varied Terms of Use have been posted on the Scottish Widows Platform. Your continued use of the Scottish Widows Platform shall indicate your acceptance of the Terms of Use applicable at the time it is accessed. If you do not agree to the varied Terms of Use, you must discontinue your use of the Scottish Widows Platform.

These Terms of Use and any non-contractual obligations arising out of or in connection with them will be governed by and construed in accordance with Laws of England and Wales. The English courts shall have exclusive jurisdiction over any claim or matter arising under or in connection with these Terms of Use.

Any breach of these Terms of Use by you or any of your Authorised Users may result in the:

- immediate suspension, with or without notice, of your rights of access to and use of the Scottish Widows Platform; or
- immediate termination of these Terms of Use.

Without prejudice to the foregoing, these Terms of Use and your rights of access to and use of the Scottish Widows Platform shall automatically terminate:

- on termination of the Adviser Terms of Business between you (or your Financial Adviser Firm) and us;
- if your authorisation by us to use the Scottish Widows Platform is withdrawn;
- if you are no longer an Authorised User of the Financial Adviser Firm; or
- if you are in breach of these Terms of Use.

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SCOTTISH WIDOWS

Scottish Widows Platform is a trading name of Embark Investment Services Limited, a company incorporated in England and Wales (company number 09955930) with its registered office at 33 Old Broad Street, London, EC2N 1HZ. Embark Investment Services Limited is authorised and regulated by the Financial Conduct Authority (Financial Services Register number 737356).

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