

TERMS AND CONDITIONS FOR INDEPENDENT FINANCIAL ADVISERS UTILISING THE "BASECAMP" INVESCO MPS SITE– Model Portfolios

1. DEFINITIONS

- 1.1 **"Act"** means the Financial Services and Markets Act 2000 as amended, or any successor legislation.
- 1.2 **"Client"** means a person to whom you provide services as a financial adviser.
- 1.3 **"Data Protection Legislation"** means all applicable data protection and privacy legislation and regulations, including (i) the UK version of the GDPR which is part of UK law by virtue of the European Union Withdrawal Act 2018 (the "UK GDPR"); (ii) the Data Protection Act 2018; (iii) any UK legislation in force from time to time which derives from, implements or is related to the UK GDPR or the European Community's Directive 2002/58/EC concerning the processing of personal data and the protection of privacy in the electronic communications sector; and (iv) any legislation applicable in the UK in force from time to time relating to privacy or the processing of Personal Data.
- 1.4 **"FCA"** means the Financial Conduct Authority or any successor regulator.
- 1.5 **"FCA Rules"** means the rules and guidance of the FCA as may be amended or updated from time to time.
- 1.6 **"Fee"** has the meaning given to it in 5.3.
- 1.7 **"Invesco"** means Invesco Asset Management Limited incorporated as a private limited company in England and Wales with company number 949417 with its registered address at Perpetual Park, Perpetual Park Drive, Henley-On-Thames, Oxfordshire, RG9 1HH.
- 1.8 **"Invesco Group"** means Invesco Limited and any other company whose ultimate holding company is Invesco Limited.
- 1.9 **"Invesco MPS Sites"** means (a) the Invesco website identified as "Base camp" on which the Model Portfolios can be viewed and access to which is conditional on Invesco having granted you access rights and related security information (including passwords) and (b) any other Invesco group or third party software on which the Model Portfolios can be viewed and access to which is conditional on Invesco's prior approval.
- 1.10 **"Investment"** means any component investment of a Model Portfolio.
- 1.11 **"Investment Advice"** has the meaning given to it under the UK Financial Services and Markets Act (Regulated Activities) Order 2001.
- 1.12 **"Model Portfolios"** means the model portfolios of Investments in allocated percentages that are created and updated by Invesco from time to time on the Invesco MPS Sites, and which are the subject of these Terms.
- 1.13 **"Model Update"** means a change to the percentage allocation of any Investment and/or the introduction or removal of an Investment into or from a Model Portfolio by Invesco.
- 1.14 **"MPS Information"** means any information regarding any Model Portfolio including commentary on markets or asset classes and stated to be in connection with any Model Portfolio which is published or made available through the Invesco MPS Sites by Invesco.
- 1.15 **"Platform Service"** means a service which involves arranging and safeguarding and administering investments, and which distributes retail investment products which are offered to retail clients by more than one product provider.
- 1.16 **"Platform Service Provider"** means a firm providing a Platform Service.
- 1.17 **"Termination Date"** means the date on which your subscription under these Terms terminates.

1.18 **"Terms"** means all or any of these terms and conditions (as the context requires and including any terms incorporated by express reference) and any versions which may supersede them.

1.19 **"you"** means any firm that accepts these Terms, and **"your"** shall be construed accordingly.

2. **SCOPE**

2.1 Subject to these Terms, and in consideration for the payment of Fees, Invesco will grant to you on a non-exclusive, non-transferable basis, the right to access, via the Invesco MPS Sites, the Model Portfolios and the MPS Information for the purposes set out in these Terms.

2.2 Please read these Terms carefully. By clicking to accept these Terms, you acknowledge and accept these Terms and agree to be bound and abide by them from the point you click accept.

2.3 The Model Portfolios and the MPS Information on the Invesco MPS Sites are made available to you solely in your capacity as a firm authorised under the Act to provide Investment Advice to your Clients.

2.4 In providing access to the Model Portfolios or the MPS Information on the Invesco MPS Sites, Invesco does not provide Investment Advice to you or your Clients. Unless agreed separately with you, Invesco will not advise on the merits or the suitability for you or your Clients of the Model Portfolios or the Investments.

3. **REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS**

3.1 You represent, warrant and undertake that:

- a) you are and will at all times be authorised under the Act to provide Investment Advice to Clients and other services provided by you to your Clients and are regulated as such by the FCA;
- b) in purchasing or deploying the Model Portfolios and the MPS Information you are not acting as agent for any Client and will not execute subscription orders in the Investments on behalf of any Client (for example, you are not executing as agent for any Client or acting as its discretionary manager);
- c) you will not use the Model Portfolios or the MPS Information for any purpose other than to assist you in providing Investment Advice to your Clients, including in order to make investments as principal, and you will not provide or communicate the Model Portfolios or the MPS Information to any person other than in their capacity as a Client seeking Investment Advice from you;
- d) you will comply with any requirements imposed on you by any laws, rules or regulations (including the FCA Rules), including all relevant disclosure requirements that apply as between you and your Clients (including those attaching to the distribution of financial instruments, product governance, costs and charges, fees, conflicts of interest and conduct of business) and with respect to suitability assessments in providing any Investment Advice to your Clients, in connection with use of Model Portfolios and the MPS Information;
- e) you will neither offer or give, or agree to give, to any employee, representative or third party acting on behalf of Invesco, nor accept, or agree to accept, from any employee, representative or third party acting on behalf of Invesco, any gift, entertainment or benefit, be it monetary or other, unless this is permitted by the FCA Rules;
- f) you will not present the Model Portfolios or the MPS Information to your Clients or any other person as investment research or as objective and will communicate to your Clients that neither the Model Portfolios nor the MPS Information (either separately or together) should be considered to be investment research or objective in their construction;
- g) you will procure compliance with these Terms by all of your individual financial advisers, employees, staff and agents who use the Model Portfolios or the MPS Information;

- h) you will only develop and produce materials in connection with the Model Portfolios or the MPS Information provided that such materials comply with the Terms and:
 - i) do not convey, expressly or implicitly, to any Client that they (or the use of the MPS Information or the Model Portfolios) constitute or include Investment Advice, recommendations or investment management services provided by any member of the Invesco Group or any of its affiliates and businesses. For the avoidance of doubt, this does not preclude you from explaining that the Model Portfolios have been created by the Invesco Group and that they are updated from time to time by the same; and
 - ii) do not convey, expressly or implicitly, to any Client that any member of the Invesco Group has constructed or provided Model Portfolios or MPS Information to, or for, or taking into account any particular Client or group of Clients or any of their circumstances.
- i) you will not represent, warrant, state or imply to any person including, but not limited to, any third party, your officers and employees, and any of your Clients and/or representatives and agents, that any member of the Invesco Group:
 - i) has made any investment decision or recommendation (whether personal recommendation or otherwise), or endorsed any investment decision or recommendation made by you or any of your representatives or agents, for you, your Clients or such representative or agent, or any other party;
 - ii) has provided the Model Portfolios or MPS Information for or to your Clients;
 - iii) has made any claim as to, or given any guarantee of, the performance of any of the Investments or the performance of any portfolio of Investments as a whole;
 - iv) has sponsored or endorsed any of your products or services;
 - v) has entered into any partnership, joint-venture or other formal relationship (of a legal, equitable or other nature) other than the arrangement contemplated by the Terms; or
 - vi) that it has any relationship with or obligation to any of your Clients or any of your representatives or agents;
- j) you have read, understood and agreed to the Terms, you have full power, authority and capacity to enter into the Terms, and the Terms constitute your legal, valid and binding obligations;
- k) your use of the Model Portfolios or MPS Information is not inconsistent with your constitutive and/or governing documents or any applicable law, rules or regulation;
- l) you will refrain from making statements to your Clients about any member of the Invesco Group that would negatively impact the reputation of that member of the Invesco Group. Furthermore, you agree that you will promptly make any and all materials that are developed in connection with use of the Model Portfolios or MPS Information and which name Invesco in any regard, available for inspection at Invesco's reasonable request; and
- m) you will not make any representation, warranty, statement or similar expression, to any person, that is inconsistent with Clauses 3.1 or 3.2.

3.2 You acknowledge and accept that:

- a) Invesco has no obligation to make the Model Portfolios available on or through any Platform Service or in any way to support or assist any Platform Service in making the Investments available to any of your Clients. If you provide Investment Advice to any Client to invest its assets in accordance with the Model Portfolios, it is your responsibility to ensure that the Model Portfolios are properly and accurately supported by any Platform Service used by your Client (save that in the case of a Platform Service that hosts an Invesco MPS Site, but without prejudice to the exclusions and limitations in Clause 7, Invesco will use reasonable efforts to ensure that where Invesco is

responsible for the uploading and representation of the Model Portfolios on the Invesco MPS Site, they are accurately represented);

- b) Invesco may, at its discretion, at any time and without prior notice:
 - i) issue a Model Update in respect of the Model Portfolios; or
 - ii) prepare or issue any MPS Information (and you further acknowledge that when MPS Information is prepared and issued by Invesco it will relate solely to the versions of Model Portfolios that are current at the time of issue and not to any previous version of any Model Portfolio);
- c) Invesco may, at its discretion, cease to keep any Model Portfolio under review and will identify any such 'closed' Model Portfolio either electronically through the Invesco MPS Sites or otherwise or by removing that Model Portfolio from the Invesco MPS Sites;
- d) Invesco has no obligation to notify any Model Update to your Clients;
- e) Invesco will not, in connection with the Model Portfolios, carry out any form of assessment of suitability or merits or consider the personal circumstances of any person including, without limitation, any investment objectives, risk tolerance or financial circumstances, and the Model Portfolios are not presented as suitable for you, your Clients or any third party;
- f) Invesco accepts no advisory, fiduciary or other such responsibility to you, your Clients or any other person in connection with the provision of the Model Portfolios. You are solely responsible, to the exclusion of Invesco, for providing Investment Advice, investment management services and/or making personal recommendations to your Clients. The Model Portfolios and the MPS Information, and any other document that may be produced by Invesco in connection with either of them, are not (either separately or together) to be construed as personalised financial, investment or tax advice. Should you require any advice from Invesco or another member of the Invesco Group this will, if Invesco agrees to provide such advice, need to be governed by a separate agreement and these Terms will not apply to the provisions of any such advice;
- g) Invesco has not and will not carry out any assessment of the risks associated with use of the Model Portfolios or the Investments by you or your Clients, and Invesco does not provide any opinion on how such risks impact you or your Clients;
- h) any information or materials provided by Invesco in connection with the Model Portfolios, including the MPS Information, may disclose or be based on a variety of sources, including data received from third party sources such as risk ratings provided by third party risk rating agencies. While the information is believed to be reliable, it has not been verified, and will not be verified, by Invesco or any other person, and such content may become out of date and not be updated;
- i) Invesco is not, in providing access to the Invesco MPS Sites which contain a broad range of Model Portfolios, offering, recommending or selling any Investment and, as such, is not, by virtue of granting you access to the Invesco MPS Sites, a 'distributor' for the purposes of the FCA Rules. Notwithstanding this, on request from Invesco, you agree to provide Invesco with such information as you would provide to a distributor of the Investments, as set out in in the PROD handbook that forms part of the FCA Rules
- j) if you advise any of your Clients to invest in accordance with the Model Portfolios, it is your responsibility to provide or ensure the provision to those Clients of any relevant documentation or disclosure, and Invesco will not provide or ensure the provision to you or your Clients of any such documentation or disclosures;
- k) Invesco provides the Model Portfolios without any warranty, representation, undertaking, term or condition of any kind, express or implied, and Invesco expressly disclaims all warranties, representations, undertakings, terms and conditions, whether express or implied, including any warranty of satisfactory quality, suitability or fitness for a particular purpose, or that any of the Model Portfolios or any Investment provided

by Invesco to you, will produce any particular investment outcome for any person (including your Clients). The Investments do not provide capital guarantees and therefore an investor may get back less than they invested, or nothing at all. Invesco is not responsible for any losses which you or your Client may incur or any tax liabilities which may arise directly or indirectly in connection with use of the Model Portfolios or the MPS Information;

- l) Invesco will not monitor any actual portfolio of investments made by any of your Clients and has no role in connection with dealing, custody or administration of any Investment;
- m) the Model Portfolios may only be used in the United Kingdom. Any other use of the Model Portfolios will not be permitted without the prior consent of Invesco; and
- n) neither Invesco nor any member of the Invesco group is (i) providing the Model Portfolios and asset allocations services as a "Benchmark" or "Input Data" as defined in the UK version of Regulation 2016/1011 of the European Parliament and of the Council which is part of UK law by virtue of the European Union (Withdrawal) Act 2018, as amended and supplemented from time to time including by the Benchmarks (Amendment and Transitional Provision) (EU Exit) Regulations 2019 and (ii) neither Invesco nor any member of the Invesco Group intend any Model Portfolio to be used, and you agree not to use them, as "Benchmark" or "input Data".

4. **MPS INFORMATION**

- 4.1 Invesco or an affiliate will prepare MPS Information from time to time which it will make available to you.
- 4.2 The MPS Information is provided for information purposes only, and should not be relied upon by you, your Client or any other person for providing Investment Advice or recommendations to your Clients.
- 4.3 Subject to these Terms (in particular Clauses 3.1, 3.2 and 16), you may use the content of the Model Portfolios and the MPS Information to develop your own materials in connection with the Model Portfolios which are suitable for Clients based on your suitability assessment (including, for the avoidance of doubt, the reproduction of MPS Information documents in whole but excluding Invesco or Invesco Group names, logos, trademarks and branding). Such materials must not be distributed or modified in any way inconsistent with the Terms. You may, at your discretion, incorporate the contents of the MPS Information related to a Model Portfolio into materials prepared by you, provided that they are prepared solely in connection with the production of materials to be sent to Clients to whom you are providing Investment Advice in relation to the Model Portfolio. You acknowledge that the MPS Information has been prepared with a view to it being supplied to authorised financial advisers and that Invesco has not determined it suitable to be distributed to your Clients.

5. **ACCESS AND SECURITY**

- 5.1 Clauses 5.2 to 5.4 apply where access to an Invesco MPS Site is dependent on the issuance (or confirmation) of a password providing access to the Invesco MPS Site identified as "Basecamp". You acknowledge that there may be additional access requirements or conditions specified on Invesco MPS Sites operated by third parties or other members of the Invesco group.
- 5.2 If there will be more than one user of an Invesco MPS Site from your firm, each individual user will be required to obtain a password through the Invesco MPS Site identified as "Basecamp" and acknowledge that they have read these Terms, will act consistently with them and not cause you to breach any term contained therein.
- 5.3 You will not and will ensure that no individual user shares their password with any other person.
- 5.4 You will notify Invesco immediately upon any individual user leaving your employment, or being suspended from their duties, or of any other similar circumstance in relation to which it would be reasonable for Invesco to block access to such user. Further, you have implemented, and agree to maintain appropriate administrative safeguards and measures

that include, but are not limited to periodic user entitlement review processes to ensure appropriate access.

- 5.5 Access to Invesco MPS Sites may be suspended if the Terms are breached or any representation by you is deemed by Invesco to be incorrectly made. The suspension may, at the discretion of Invesco, apply to you (being the firm) or an individual user.

6. FEE AND CHARGES

- 6.1 In consideration for access to (i) the Model Portfolios (including any Model Updates) and (ii) associated MPS Information, you agree to pay an amount equal to £70 per month (plus VAT if applicable) (the “Fee”). For the avoidance of doubt, this cap applies at a firm level and not at an individual user level.

- 6.2 The Fee shall be payable in advance monthly. If accessing Model Portfolios through the Invesco MPS Site identified as “Basecamp”, you will be entitled to a 30 calendar day trial period providing access to it and in respect of which the Fee shall not be charged.

- 6.3 Unless otherwise notified to you, neither Invesco nor any member of the Invesco Group will process any payments made by you (including the issuance of invoices and receipts). All such processes will be provided by a third party service provider.

7. LIABILITY

- 7.1 Without prejudice to Clauses 7.2 and 7.3 Invesco shall not be liable for any losses arising other than as a direct result of its gross negligence, fraud or wilful default in connection with providing access to the Invesco MPS Sites and the accurate uploading and representation of the Model Portfolios on the Invesco MPS Sites (but, in the case of an Invesco MPS Site which is not an Invesco website or software (including “Basecamp”) on which the Model Portfolios can be viewed, only to extent that Invesco or a member of the Invesco Group is responsible for uploading and representing the Model Portfolios directly onto such MPS Site).

- 7.2 Notwithstanding any other provision of these Terms, neither party limits their liability to the other in respect of (a) fraud, or (b) death or personal injury arising from its negligence.

- 7.3 Subject to Clause 7.2, to the fullest extent permitted by applicable law, rules or regulation, Invesco and its affiliates, officers (including directors), employees, agents, representatives or assigns, shall not be liable (whether such liability arises in contract, tort, breach of statutory duty or otherwise) for:

- a) any losses in connection with any loss or diminution in value of any shares, assets, holdings in any Investment included in any Model Portfolio or the value of any underlying assets held by any such Investment;
- b) any loss of data, loss of profits, loss of business or anticipated savings, loss of goodwill;
- c) any indirect, consequential or special loss, liability or damages; or
- d) any losses arising out of your or your Clients' use, non-use or inability to use the Model Portfolios by you in any way.

- 7.4 Invesco and its affiliates, officers (including directors), employees, agents, representatives or assigns shall not, in any event, be considered liable or otherwise responsible in any way (whether such liability arises in contract, tort, breach of statutory duty or otherwise) for:

- a) the acts or omissions of any third party, including the manager, administrator or transfer agent of any Investment; any third party service provider in connection with the functionality of an Invesco MPS Site (including in relation to payment processing); or any Platform Service Provider;
- b) the inaccurate uploading or erroneous representation of a Model Portfolio on any Invesco MPS Site where the Model Portfolio was uploaded or represented by a person other than Invesco or a member of the Invesco Group;
- c) confirming that any person satisfies any eligibility criteria in relation to any Investment;
- d) notifying any person of any news or corporate action in relation to any Investment;

- e) execution, trading, transmission of orders or the proper functioning of any Platform Service in relation to trades in any Investment (including any services related to the 'rebalancing' or alignment of Client portfolios that they may offer);
 - f) the content of any documents, materials or information of, or provided by, any third party;
 - g) any risk designation attributed to a Model Portfolio;
 - h) not providing a Model Update in relation to a Model Portfolio;
 - i) the performance of the Model Portfolios or any of their constituent Investments under the Terms; or
 - j) any losses arising out of or related to the implementation of the Model Portfolios and/or any investment advisory, trading or other activities engaged by you, or any other person, including a third party, in connection with the Terms.
- 7.5 In no circumstance shall Invesco be directly liable to any Client to whom you have recommended a Model Portfolio or communicated any MPS Information for any loss suffered by them in connection with such recommendation or use of such information.
- 7.6 The aggregate liability of Invesco to you arising under or in connection with these Terms (including liability in contract, tort, breach of statutory duty, or otherwise) in any calendar year shall not exceed the total Fees payable by you under these Terms in the calendar year in which the liability arises.
- 7.7 In this Terms, references to the representation of a Model Portfolio shall be taken to refer solely to the list of Investments and share classes that Invesco intends to cite in the Model Portfolio description.
- 8. INDEMNITY**
- 8.1 You will indemnify Invesco and its affiliates, officers (including directors), employees, agents, representatives or assigns (an "**Indemnified Person**") against any losses (including reasonable legal fees), claims or liabilities relating to the use of the Model Portfolios, Investments cited therein or MPS Information (save to the extent such losses arise out of the gross negligence, fraud or wilful misconduct of an Indemnified Person in connection with providing you access to an Invesco MPS Site or the representation of the Model Portfolios on an Invesco MPS Site) including, but not limited to losses arising in connection with:
- a) any breach or alleged breach by you of these Terms;
 - b) any failure or alleged failure by you to comply with applicable laws, rules or regulation (including, but not limited to, those relating to suitability and/or financial promotion and other securities laws);
 - c) any claim by any third party arising out of you or any of your Clients in connection with the provision the Model Portfolios, any Investments cited therein or any MPS Information or any materials derived therefrom; and/or
 - d) any claims from a third party (including from your Clients) arising from you, or any entity appointed by you, rebalancing (or failing to rebalance) a portfolio for your Clients.
- 9. COMPLAINTS**
- 9.1 If any of your Clients makes a complaint in connection with a Model Portfolio or the MPS Information, you and not Invesco will be responsible for handling that complaint.
- 10. SERVICE OF DOCUMENTS AND NOTICE**
- 10.1 Any document will be deemed to have been duly served on or notified to you if it is sent by post, facsimile, email, EMX, Calastone or any other electronic means to, or left at, your address as notified to Invesco from time to time.

11. **RECORDS**

- 11.1 You shall, at your own cost, grant, or shall procure, reasonable access to any of your relevant records or premises, group or subcontractors (or your internal or external auditors) (the "**Auditors**") to the extent necessary for the purpose of permitting Invesco to verify your compliance with the Terms.

12. **VARIATION**

- 12.1 Invesco reserves the right to unilaterally vary these Terms but, except to the extent required by any applicable laws, rules or regulations or where Invesco, acting reasonably, determines that the variation is not material, not less than 28 days' notice will be given to you prior to a variation (which may be given in writing or by any electronic means including through the Invesco MPS Site identified as "Basecamp"). You will be deemed to have accepted any such variation with effect from the expiry of any applicable notice period.

13. **ASSIGNMENT**

- 13.1 You will not be entitled to assign (whether absolutely or by way of security and whether in whole or in part), transfer, mortgage, charge, declare yourself a trustee for a third party of, or otherwise dispose in any manner whatsoever of the benefit of the Terms or sub-contract or delegate your performance under these Terms (each of the above a "**dealing**") without the prior written consent of Invesco and any purported dealing in contravention of this clause shall be ineffective.
- 13.2 Invesco may assign these Terms, in whole or in part, provided that it does not in Invesco's reasonable opinion prejudice your rights under these Terms.

14. **CONFIDENTIALITY**

You acknowledge and agree that you will: (i) keep the Confidential Information (as defined below) confidential; (ii) not disclose the Confidential Information to or in the presence of any person other than your directors, officers, employees, agents, subcontractors or advisers having a need to know such information in connection with these Terms (each a "**Representative**"); (iii) advise Representatives of their obligations with respect to the Confidential Information and ensure their compliance with such obligations; (iv) take all action reasonably necessary to secure the Confidential Information against theft, loss or unauthorised disclosure; and (v) inform Invesco immediately if you become aware that Confidential Information has been disclosed to an unauthorised third party, provided that nothing contained in this Clause 14 shall prevent the disclosure of the Model Portfolios, MPS Information and/or information related thereto to the extent otherwise explicitly permitted by these Terms.

- 14.1 You shall notify Invesco promptly if any Confidential Information is required by law to be disclosed to a competent court or regulatory body before it is disclosed and shall co-operate with Invesco regarding the manner, scope or timing of such disclosure or any action which the other party may take to challenge the validity of such requirement.
- 14.2 For the purposes of these Terms, "**Confidential Information**" shall mean all information, which is either expressly designated as confidential or should reasonably be regarded as such in view of its nature, relating to any member of the Invesco Group, any Model Portfolio and/or any MPS Information, and not publicly known.
- 14.3 For the purposes of this Agreement, Confidential Information shall not include information of any member of the Invesco Group disclosing or owning such information ("**disclosing party**") that is proven by you ("**receiving party**") to be:
- a) in the public domain through no fault of the receiving party;
 - b) legally in the possession of the receiving party without any restriction on disclosure before receipt from the disclosing party;
 - c) authorised for public release, by notice in writing, from the disclosing party; or

- d) required by law to be disclosed to a competent court or regulatory body, provided that the party that has been asked to disclose such information to such competent court or regulatory body discloses only that portion of the Confidential Information that is required to be disclosed by Applicable Law or court order.
- 14.4 The confidentiality obligations arising under these Terms shall continue from the date of receipt of the Confidential Information until otherwise agreed in writing between you and Invesco.
- 15. DATA PROTECTION**
- 15.1 Each Party shall comply with Data Protection Legislation applicable to it.
- 15.2 You acknowledge and agree that you will not disclose to Invesco any Personal Data relating to your Clients pursuant to these Terms. You further acknowledge and agree that Invesco may provide Personal Data relating to your employees, contractors and other personnel who use or have expressed interest in using the Invesco MPS Site to the Invesco Group.
- 15.3 Invesco's privacy notice (available on its website invesco.co.uk) sets out information about how Invesco uses and protects Personal Data, whether received directly from You, or via the Invesco MPS Site. You shall ensure that each of your relevant employees, contractors and personnel: (i) are aware that Personal Data relating to them may be Processed by Invesco in accordance with its privacy notice; and (ii) are notified that Invesco's privacy notice is available on its website.
- 16. INTELLECTUAL PROPERTY**
- 16.1 All right, title and interest in and to the Model Portfolios and MPS Information shall remain exclusively with the Invesco Group. Access to the Model Portfolios and MPS Information is provided to you for use solely in accordance with the Terms. Accordingly, you acknowledge and agree that you have no right to sell, reproduce, display, download, licence, modify, report, transmit, disseminate, sell, publish, broadcast, circulate, create a derivative work of, or otherwise distribute or use the Model Portfolios or MPS Information, and any updates thereto, in whole or in part, to any entity or person except as explicitly provided by the Terms or as otherwise agreed in writing between you and Invesco.
- 16.2 When communicating with your Clients in connection with the Model Portfolios or the MPS Information, you will not use Invesco's name or any part of it, or the name of any entity in the Invesco Group, except that you may:
- a) inform your Clients that Invesco prepared the Model Portfolios and the MPS Information; and
 - b) notify the Client of Invesco's involvement to the extent required by any applicable law or regulation,
- provided in any such case: (i) every communication is clear on its face that it is from you and not Invesco or any member of the Invesco Group, (ii) that you clearly and prominently communicate to your Clients that Invesco has not provided any Investment Advice or any other investment service to you or your Clients, and that Invesco has not considered any personal circumstances and makes no claim as to, and gives no guarantee of, the merits or performance of any of the Investments, and (iii) that the use of the Invesco name or branding is not used in a manner that breaches the representations, warranties or acknowledgments set out in Clauses 3.1 and 3.2 of the Terms.
- 16.3 Any use of any Invesco or Invesco Group logos, trademarks or branding in any documents or materials produced by you is prohibited save for where you have entered into separate legally binding terms with a member of the Invesco Group governing such use. For the avoidance of doubt this clause shall not prohibit you from presenting the MPS Information produced by Invesco and which contains an Invesco or Invesco Group logo, trade mark or branding to your Clients (provided that such MPS Information has not been altered in any way) provided that the presentation of such MPS Information is in accordance with Clause 16.2 above.

17. TERMINATION

17.1 You may terminate your subscription under these Terms at any time immediately upon written notice to Invesco at Head of Legal – EMEA, Perpetual Park, Perpetual Park Drive, Henley-On-Thames, Oxfordshire, RG9 1HH or if using the Invesco MPS Site known as “Basecamp” to the email address: ivzmps@invesco.com.

17.2 Invesco may terminate your subscription under these Terms immediately upon notice to you in the following circumstances:

- a) you fail to pay any amount due under these Terms on the due date for payment and remain in default not less than 7 days after being notified by Invesco to make such payment;
- b) you commit a breach of any of these Terms which is irremediable or (if such breach is remediable) you fail to remedy that breach within a period of 7 days after being requested to do so by Invesco;
- c) you are liquidated or dissolved or become insolvent or otherwise unable to pay your debts as they fall due;
- d) Invesco has reasonable grounds for believing that you have committed or are going to commit a crime in connection with your use of the Model Portfolios or the MPS Information;
- e) Invesco is required to terminate your subscription by any competent regulatory authority or as a matter of law or otherwise considers that it needs to terminate your subscription in order to prevent or cure any breach of applicable law or regulation; or
- f) Invesco, acting reasonably, determines that any of the representations, warranties and undertakings in Clause 3.1 cease to be true.

17.3 In addition to the right to terminate under 16.2, Invesco may terminate your subscription for any other reason by giving you not less than 28 days' notice. Notice may be given in the same manner as set out in Clause 17.2.

17.4 Termination shall be without prejudice to any accrued rights and obligations of you or Invesco.

17.5 Upon and after the termination of your subscription for any reason:

- a) Invesco will cease to make any Model Update or MPS Information available to you;
- b) you will refrain from further use of or reference to any of the Model Portfolios, directly or indirectly, or any information connected to the Model Portfolios, in connection with the provision of any service to your Clients; and
- c) this Clause 17 and Clauses 3.1(Representations, Undertakings and Warranties), 7 (Liability), 8 (Indemnity), 9 (Complaints), 14 (Confidentiality), 16 (Intellectual Property), 18 (Governing Law and Compliance with Applicable Laws), 19 (Rights of Third Parties), 20 (Severability), 21 (Rights and Remedies) and 22 (Entire Agreement) shall continue in force after such termination.

18. GOVERNING LAW AND COMPLIANCE WITH APPLICABLE LAWS

18.1 These Terms and any non-contractual obligations arising in connection with these Terms shall be governed by and construed in accordance with the laws of England and Wales and any matters arising under them will be subject to the exclusive jurisdiction of the Courts of England and Wales.

18.2 You will comply with any requirements of applicable laws and regulations including, without limitation, money laundering rules, the Bribery Act 2010, the Criminal Finances Act 2017, applicable taxation regulation, and regulations and interpretations of any regulatory authority to which you are subject, to the extent applicable in the context of these Terms.

19. **RIGHTS OF THIRD PARTIES**

19.1 Nothing in these Terms confers on any third party, other than a permitted successor or assign or any member of the Invesco Group, any benefit or any right to enforce any of these Terms by virtue of the Contracts (Rights of Third Parties) Act 1999.

20. **SEVERABILITY**

20.1 If any provision of these Terms is held to be invalid, illegal, void or unenforceable for any reason, such provision shall be deleted and the remainder of the provisions in these Terms shall continue in full force and effect and, if necessary, shall be amended in order to give effect to the spirit of these Terms to the extent possible.

21. **RIGHTS AND REMEDIES**

21.1 Invesco's failure to exercise, or delay in exercising, any right or remedy provided in these Terms or by law shall not be construed or operate as a waiver of such right or remedy, and no single or partial exercise of any right or remedy shall preclude the further exercise of such right or remedy. The rights and remedies provided in these Terms are cumulative and are not exclusive of any rights or remedies by law.

22. **ENTIRE AGREEMENT**

22.1 These Terms contain the entire agreement between you and Invesco in relation to the supply of Model Portfolios and the MPS Information through the Invesco MPS Sites and supersede any previous agreement between you and Invesco in relation to the supply to you of Model Portfolios and MPS Information or through the Invesco MPS Sites, whether written or oral.

22.2 You and Invesco acknowledge and agree that in entering into these Terms you and Invesco have not relied on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in these Terms. The only remedy available to you and Invesco in respect of any such statement, representation, warranty or understanding shall be for breach of contract under these Terms.

BY CLICKING ON THIS YOU ARE REPRESENTING THAT YOU ARE A DIRECTOR OR OTHER AUTHORISED SIGNATORY AUTHORISED TO BIND THE FIRM IN WHOSE NAME THESE TERMS AND CONDITIONS ARE BEING ACCEPTED BY YOU AND OF WHICH YOU ARE AN EMPLOYEE, DIRECTOR, PARTNER OR OFFICER AND THAT ON REQUEST YOU WILL SUPPLY TO INVESCO SUCH EVIDENCE AS INVESCO MAY REQUEST, TO THIS EFFECT.