

For advisers

Our new  
platform



# Adviser terms of business

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## Introduction

Our Platform allows financial advisers to manage all of their clients' underlying investments in a single online environment. This online portal is accessed from [platform.nucleusfinancial.com](https://platform.nucleusfinancial.com).

These Terms govern the relationship between the Adviser and Nucleus in respect of the Adviser's use of the Platform, and specify the basis on which Nucleus will make the Platform available and provide the Services to the Adviser.

The Terms shall be effective from the date the Adviser registers for access via the portal, and the Adviser will only gain access to the Platform following acceptance of the registration by Nucleus.

Nucleus will facilitate the provision of the Adviser Service to the Client by allowing the Adviser, acting as agent for its Client and in accordance with these Terms, access to the Platform to manage their Client's Products and investments.

Each authorised employee of an Adviser must set up an individual account on the Platform in order to administer their Client's Products and investments. Accounts must be set up and managed by a Designated User ('Master User').

In the event of any inconsistency between these Terms and any documents referred to throughout, these Terms will take precedence unless stated otherwise.

Any reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

Words which are capitalised in these Terms have a specific meaning, which are set out in the Glossary below.

Headings shall not affect the interpretation of these Terms.

## Glossary

Unless the context otherwise requires, words in the singular/plural shall include the equivalent plural/singular.

The following expressions shall have the following meanings:

**Act** means the Financial Services and Markets Act 2023;

**Adviser** means the individual and/or firm providing Financial Advice to a Client;

**Adviser Charge** means the charge payable by a Client to an Adviser for Financial Advice and the provision of the Adviser Service, where the payment is facilitated by Nucleus;

**Adviser Charges Agreement** means an agreement (in any form) entered into between the Client and the Adviser which sets out their agreed limits for initial, ongoing and/or ad-hoc Adviser Charges;

**Adviser Service** means the management and administration of a Client's Products and investments via the Platform, and the provision of Financial Advice;

**Applicable Law** means any law, government order, rule (including the Rules), regulation, judicial order, direction or guidance applicable to the Service and/or the Adviser Service;

**Application** means the application form(s) submitted on behalf of the Client for access to the Products and Service;

**Asset** means the individual holdings within the Products, including all investment types and cash;

**Client** means the underlying customer, as an individual, trust or corporate entity, who agrees to the Product's Terms and Conditions and in whose name the Product is opened and held;

**Confidential Information** means all information (written, oral or in electronic form) concerning the business and affairs of any party, which is received before, during or after (by termination or expiry) entry into these Terms;

**Controller** means the entity which determines the reasons for, and methods of, processing Personal Data;

**Designated User** means an individual who is responsible for setting up access permissions for all other authorised employees at an adviser firm who require access to the Platform (also referred to in other documentation as the Master User);

**Financial Advice** means the regulated advice given to a Client by the Adviser;

**FCA** means the Financial Conduct Authority or any successor regulator;

**Key Features Illustration** means information describing the projected performance of a Product and effect of charges, created in accordance with the Rules on preparing product information;

**Nucleus** means Nucleus Financial Services Limited ("NFS") or any other company within the Nucleus Group to which NFS's rights and obligations under these Terms are transferred from time to time;

**Nucleus Group** means Nucleus Financial Platforms Limited and each of its subsidiaries, subsidiary undertakings and associated companies (whether direct or indirect);

**Personal Data** means information which, by itself or combined with other information, can be used to identify an individual;

**Processor** means the entity processing Personal Data on behalf of the Controller;

**Product(s)** means the individual tax wrapper account(s), operated by a member of the Nucleus Group and available to Clients for the purposes of facilitating investments via the Platform;

**Platform** means the secure portal available to Advisers and their Clients to view and manage their Products and investments;

**Rules** means the FCA Handbook of rules and guidance as amended or replaced from time to time;

**Service** means the investment services and related administration of the Products provided by Nucleus via the Platform;

**Terms** means these adviser terms of business, which govern access and rights to use the Platform and to receive the Service, as amended from time to time;

**US Person** has the meaning given in Regulation S of the US Securities Act 1933;

**UK** means England, Scotland, Wales and Northern Ireland, excluding the Channel Islands and the Isle of Man;

**Website** means the Platform's website located at [nucleusfinancial.com](https://nucleusfinancial.com).

## 1. Relationship and authority

Acceptance of Adviser registration and access to the Platform is at the complete discretion of Nucleus, and we reserve the right not to accept an application. We need not give any reasons for refusing to accept registration, though we will typically provide an explanation.

The Adviser warrants that it has full authority to act on the Client's behalf. The Adviser shall notify Nucleus as soon as it ceases to have the Client's authority to provide any or all of the Adviser Service.

Nucleus will assume that the Adviser is acting on behalf of the Client until notified otherwise by the Adviser or the Client. These Terms shall not affect any agreement in place between the Client and the Adviser.

The Adviser warrants, on a continuing basis, that it is in compliance with all Applicable Law in respect of its provision of the Adviser Service to Clients. The Adviser further warrants that no permit, approval or authorisation of, declaration to, or filing with, any governmental or regulatory authority is outstanding in connection with its entry into these Terms.

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## 2. Conflicts of interest

The Adviser agrees that it will take all appropriate steps to identify, prevent, disclose and/or manage conflicts of interest between Nucleus and the Adviser (including its employees or other workers, appointed representatives and other agents), or the Adviser and its Clients, or between one Client and another, that may arise in relation to its use of the Services or its activities governed by these Terms.

Conflicts of interest will always be avoided wherever possible. Where a conflict or potential conflict of interest cannot be avoided, it will be recorded and managed in such a way that the interests of both Nucleus and the Adviser are considered fairly.

Nucleus shall take all appropriate steps to identify, prevent, disclose and/or manage conflicts of interest that may arise in relation to the Services or its activities governed by the Terms. Nucleus may choose not to proceed with any transaction or relationship to avoid such conflict of interest.

A copy of our full **Conflicts of Interests Policy** is available on our Website.

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## 3. Liability and indemnity

References to Nucleus in this Clause shall include any member of the Nucleus Group. References to the Adviser shall also include its agents and delegates, where applicable.

Notwithstanding anything to the contrary in these Terms, neither Nucleus nor the Adviser excludes or restricts its liability to the other for fraud, fraudulent misrepresentation, death or personal injury resulting from its negligence or that of its employees or agents, or any other liability which cannot be excluded or restricted by any Applicable Law.

Nucleus shall not be liable to the Adviser for loss of profits, opportunity, use, contract, savings, revenue or for damage to goodwill, and/or any type of special, indirect or consequential damage. This applies even if such loss was reasonably foreseeable or if Nucleus had been made aware of the possibility of the Adviser incurring the same.

The Adviser shall indemnify Nucleus against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or

incurred by Nucleus arising from an Adviser's breach or negligent performance, failure or delay in performance or non-performance, of these Terms. This includes where such losses are incurred directly or indirectly as a result of untrue, inaccurate or incomplete information having been given by, or on behalf of, the Adviser, or a failure to advise Nucleus of previous information given becoming or having become untrue or incomplete.

This indemnity extends to any claim made against Nucleus by a third party arising out of, or in connection with, these Terms where such claim arises out of the breach or negligent performance, failure or delay in performance or non-performance of them by the Adviser.

This indemnity shall not cover Nucleus to the extent that a claim results from Nucleus's negligence or wilful misconduct.

This indemnity is a continuing obligation and will continue after the Adviser ceases to use the Service, either generally or in respect of a Client.

## 4. Variation

Nucleus may vary these Terms subject to one month's notice in writing being given to the Adviser, except in circumstances where changes in Applicable Law are required to take effect sooner. In such an event, notice of variation will be given as soon as reasonably practicable.

Minor changes to these Terms (including typographical corrections, clause restructuring or clarifications that do not materially change the meaning of the clause) will take

effect immediately without notice to you. An up-to-date version of this document will always be available on our Website or on request.

Unless required by Applicable Law, any change to these Terms shall not affect Nucleus's or the Adviser's accrued rights and obligations.

## 5. Notice

The Adviser shall immediately notify Nucleus in writing if:

- it becomes aware of any breach on its part of any Applicable Law;
- the Adviser ceases to act on behalf of a Client;
- it becomes aware that any material information in any Application, including the registration process, is incorrect or has changed, including, without limitation, changes to a Client's personal details, residency, the Client becoming a US Person, their tax status, or the bankruptcy of the Client;
- it is no longer authorised to conduct business under these Terms;
- it or any director, partner or principal of the Adviser becomes the subject of a formal investigation or disciplinary or enforcement action by any regulatory authority, which is material to these Terms; and/or
- it enters into a voluntary arrangement with its creditors, if bankruptcy or winding up proceedings are started against it, or if a receiver or an administrative receiver is appointed in respect of its Assets, or it enters into a voluntary or compulsory liquidation (except for the purposes of amalgamation or reconstruction).

Any notice required to be given by the Adviser to Nucleus shall be sent either by post to its registered office (or such other address as is notified in writing to the Adviser) or by secure message from the Adviser's Platform account.

Notice shall only be effective once acknowledged by us. The Adviser shall be entitled to demand such acknowledgement on actual receipt of the notice by Nucleus.

Nucleus will give any notices in connection with these Terms to the Adviser by the following means:

- Pre-paid first-class post to the principal place of business of the Adviser as set out by the Adviser, or such other place as is later advised by the Adviser in writing (receipt shall be deemed to have occurred 48 hours from the time of posting);
- On delivery by hand to the foregoing place for service (receipt shall be deemed to have occurred on delivery); or
- Email to the Adviser's email address (receipt shall be deemed to have occurred when the transmission is shown as complete).

## 6. Obligations and undertakings

The obligations of the Adviser are as follows:

- To act as the agent of the Client and ensure that it has the full authority of the Client to act at all times;
- To provide the Adviser Service to the Client on an ongoing basis, which may include (but is not limited to) assessing the suitability of:
  - any Product and all underlying investments held within it, and
  - any payments and transfers into or out of Products, and the level, method and timing of any withdrawals from a Product;
- To comply with all Applicable Law on anti-money laundering, counter-terrorist financing and anti-bribery laws, including (without limitation) the guidance of the Joint Money Laundering Steering Group published from time to time and any other requirements relating to money laundering prevention reasonably specified by Nucleus, and on verifying the identity of the Client.
- To comply with all FCA requirements in relation to the provision of the Adviser Service, including (but not limited to):
  - assessing whether the Client meets the investment manufacturer's target market;
  - providing Clients with an aggregated costs and charges disclosure and a Key Features Illustration where applicable, in accordance with the Rules;

- To only request and accept Adviser Charges that have been disclosed to and agreed with the Client;
- To conduct its activities under these Terms honestly and professionally in accordance with all Applicable Law, and thus within its regulatory authorisations and permissions (where applicable) at all times;
- To promptly complete and submit forms required to provide Client instructions to Nucleus, ensuring the instructions are compliant with any applicable terms and conditions relating to the relevant Product or service, and ensuring the information is accurate, complete and made with the full agreement of the Client on an advised basis so that Nucleus can act on the instructions in good faith.
- To act as the main point of contact between Nucleus and the Client, and to provide accurate and complete information to the Client on any Product and/or investments;
- To advise Nucleus as soon as it becomes aware that a Client is resident outside of the United Kingdom, and must therefore not submit any further investment instructions without our prior approval;
- To comply with all administrative arrangements in connection with the Service, (as detailed in our literature) as notified to the Adviser from time to time;
- Not to sign or amend any documents on behalf of Nucleus, nor hold itself out as having authority to make any such representation or bind Nucleus in any way;
- To ensure sufficient money is held by the Client in any relevant account to pay any fees and charges payable to Nucleus or third parties, and to settle any outstanding investment transaction or Client withdrawal request;
- To accept that use of the Platform will be in accordance with the relevant Product terms and conditions and any related terms and conditions, as amended from time to time;
- To provide the Client with the relevant Product's key features document, terms and conditions, permitted investments list and charges schedule (where such items are available);

When advising Clients on any offshore bond products and any other insurance contracts, the Adviser also agrees to:

- undertake ongoing suitability checks to ensure that these products continue to meet their Clients' needs. These suitability checks shall be conducted at a pre- and post-sale stage, and shall include periodic assessments;
- ensure that it and each of its relevant employees possess adequate knowledge, ability and competency in order to complete their tasks and perform their duties adequately. In particular, when advising on or undertaking distribution of offshore bonds or other insurance contracts, it shall ensure completion by all staff involved in insurance distribution activities of at least the minimum number of hours of continuing professional development as required by Applicable Law;

- ensure that it has robust business processes in place to support the review of the Product and underlying investments, its ongoing maintenance and the suitability for Clients. For offshore bonds, this will include providing Nucleus with relevant sales information to support ongoing reviews of product distribution arrangements; and
- any additional requirements that Nucleus may reasonably require.

The Adviser shall only use Nucleus literature in relation to the Products and Services. The Adviser shall not publish, circulate, issue or release any advertisement or literature relating to Nucleus or its business, or make use of its name or logo or that of any associated company without permission. All marketing literature supplied by, or on behalf of, Nucleus shall be the property of Nucleus.

Nucleus may permit the Adviser to link from the Adviser's website(s) to websites owned or maintained by Nucleus, subject to our prior approval and on the following basis:

- Nucleus may withdraw or amend the permission at any time, in which case the Adviser must immediately remove or suitably amend its links;
- The Adviser must link only to pages that Nucleus may permit from time to time;
- The Adviser must not frame, post, modify or alter the appearance of the Website(s);
- The Adviser must not state or imply that Nucleus endorses, sponsors or otherwise approves of the Adviser, its services or its website;
- The Adviser undertakes to keep its website up to date and accurate in all material respects and must not include any material on its website that is illegal, obscene, defamatory or otherwise inappropriate;
- The Adviser will indemnify Nucleus from and against any and all claims that may be made against Nucleus arising out of the existence of any link.

Following acceptance of adviser registration, Nucleus permits the Adviser to undertake the provision of the Adviser Service, in particular in relation to the opening and administration of Products and the purchase of underlying investments, to the Adviser's Clients, subject to the above. The obligations of Nucleus are as set out as follows:

- To provide the Service as set out in these Terms, and the associated Product terms and conditions and supporting literature from time to time; and
- To pay Adviser Charges to the Adviser from the Client's Product in accordance with these Terms and the Adviser Charges Agreement;

Additionally, Nucleus reserves the following rights:

- To decline, in its sole discretion, to accept any Application; and
- To contact Clients directly.

## 7. Online access

Advisers and their Clients they represent shall have individual log-in details that represent their permission to use the Platform's online portal.

Advisers may access the Platform to manage Client's Products and investments, Client information or other aspects of the Service in accordance with their permissions. This may include managing the individual Platform access and permissions given to each of its Clients.

Where online functionality allows for Products to be managed and instructions to be submitted via the Platform, the Adviser agrees to use the Platform's online functions for these purposes wherever possible.

Where Clients specify that their Adviser only acts as their appointed representative on certain Products, the Adviser may still have access that allows them to view and manage all Products. The Adviser agrees not to access the Products to which they are not appointed as Adviser without explicit consent from the Client.

The Adviser must ensure that all users in its office that are authorised to access the Platform on its behalf are trained appropriately with regard to using the online portal, assigning access and appropriate permissions, and keeping individual access details secure.

The Designated User is responsible for ensuring the initial and ongoing accuracy of any user's details, status or access rights and for ensuring that Nucleus is informed of any changes as soon as practicably possible.

Under no circumstances is the Adviser (or any other authorised user) permitted to disclose access details to any other person. Nucleus accepts no liability for the misuse of any of the Platform functionality by Advisers, including but not limited to, Adviser and Client losses arising as a result of this.

Nucleus maintains a record of all authorised users of the Platform's online portal. The Designated User must confirm that this is up to date for the Adviser on request by Nucleus.

The Adviser warrants that any user that becomes aware of their Platform password security being breached shall inform Nucleus immediately, to block access to the Service without delay.

Nucleus reserves the right, at its sole discretion, to amend or suspend any authorised users' access at any time. Such action may result in withdrawal or suspension of the Service. In such circumstances, the Adviser shall remain bound by these Terms.

If Platform access is suspended or terminated in accordance with these Terms, the Adviser will cease to have access to Client information or any other data. However, subject to compliance with Applicable Laws and these Terms, Nucleus will provide information upon reasonable request, where required by a regulatory body.

The Adviser is responsible for maintaining its own Platform records in respect of each Client.

Additional online terms of use apply, and these are accessed at the point of initial registration for the Platform's online portal.

## 8. Adviser charges

Adviser Charges paid by Nucleus from a Client's Product to their Adviser shall be payable in accordance with these Terms and our **Adviser Remuneration Policy** document which is available from [literature.nucleusfinancial.com](https://literature.nucleusfinancial.com) or on request. In the event of any conflict between these terms, the Adviser Remuneration Policy and any Adviser Charges Agreement in place, these Terms and the Adviser Remuneration Policy shall take precedence.

Nucleus shall pay to the Adviser from cash available in a Client's Product any charges due for the Adviser's services, subject to any limits and/or restrictions we impose, and us receiving the Client's prior agreement to the charge.

We will only facilitate Adviser Charges in line with the Adviser Charges Agreement signed by the Client and held on record by us. Payments will only be made where they relate to Financial Advice and other services that the Adviser provides to the Client in respect of the Client's Products.

Adviser Charges can only be paid if there are sufficient cleared funds available to make the payment in full.

Adviser Charge payments may be impacted where a Client is in a 'cooling off' or 'cancellation' period. Where the right to cancel is exercised and Adviser Charges have not been paid, Nucleus will not facilitate payment and the Adviser agrees to settle any Adviser Charges directly with the Client. If charges have been paid to the Adviser, we will request the return of such charges from the Adviser to us, for onward transmission to the Client.

Any restrictions or changes imposed by Nucleus on Adviser Charges may be applied in respect of future new business without prior notice to the Adviser. Notwithstanding the above, our liability to facilitate Adviser Charges shall not be increased beyond the amount ordinarily payable pursuant to the relationship, and shall be inclusive of VAT (if any).

Information in respect of Adviser Charges will be communicated via the Adviser's account on the Platform's online portal, and this shall be the primary record of remuneration paid and due.

For confirmation of the types of Adviser Charges that Nucleus will facilitate and the acceptable levels of payment, please refer to the **Adviser Remuneration Policy** on our Website.

The aggregate of Adviser Charges taken in respect of an Adviser's personal SIPP must not exceed £500 per annum.

Where Adviser Charges cannot be paid within 90 days of the due date for payment, as a result of there being insufficient funds in the relevant Product, any instruction for payment will be cancelled. We will then require a new Adviser Charges Agreement to be set up and agreed with the Client before we can facilitate any further payment of Adviser Charges.

Where a request for Adviser Charges relates to Assets that are subject to an active transfer into a Product, the 90-day period referred to above will not commence until the transfer has completed.

Payment of Adviser Charges will cease if:

- any Applicable Law or regulatory authority prohibits Nucleus from paying Adviser Charges to the Adviser;
- these Terms are terminated (with the exception of Adviser Charges already validly accrued);
- the Adviser ceases to be regulated by the FCA, or ceases to hold the appropriate regulatory permissions;
- the Adviser (or any director, partner or principal of the Adviser) becomes the subject of a formal investigation or disciplinary or enforcement action by any regulatory authority, which is material to the Adviser Terms of Business;
- the Adviser enters into a voluntary arrangement, has bankruptcy or liquidation proceedings instituted against them, has a receiver appointed over their Assets or has been charged with, or convicted of, an offence involving fraud or dishonesty. Pending a conviction or acquittal, we may place any remuneration that would otherwise be payable in a suspense account.

The Adviser shall not be entitled to, and shall repay if already received, any Adviser Charge which is no longer due to them, or which has been paid in error by Nucleus. Sums to which the Adviser is not entitled shall be recoverable by Nucleus from the Adviser. Where this happens as a result of a Client exercising a right to cancel, the Adviser agrees to return any Adviser Charges to us.

Where money is to be repaid or reimbursed to Nucleus, it shall be due and payable without any formal demand for payment being issued, unless otherwise stated. Until such repayment has been made in full, it shall be due and payable as a debt.

If not fully repaid within a reasonable period, the Adviser shall pay interest on any such overpaid remuneration at rates set by Nucleus, having regard to any requirements of the Act.

In the event of a breach of these terms by the Adviser, and in particular if the Adviser incurs a debt reportable to any regulatory authority, we reserve the right to share this information with other financial institutions and any regulatory authority.

## 9. Data protection

The following Clause 9 includes information that is explained in more detail within the Nucleus Privacy Notice. For information in relation to how Nucleus processes the Personal Data of the Adviser, please see the Privacy Notice on our Website.

The Adviser and Nucleus shall comply with their respective obligations and Applicable Laws regarding data protection.

The Adviser and Nucleus acknowledge that each will act as a separate and independent Controller in relation to the Client's Personal Data.

When the Adviser or Nucleus (as the 'Discloser') discloses the Client's Personal Data to the other party (the 'Recipient'), it shall:

- only disclose the Personal Data for purposes which are consistent with the relationship between the Discloser and the Client (other than to comply with a requirement of Applicable Law); and
- obtain, if necessary, such consents or authorisations as are required pursuant to the data protection laws to permit the disclosure of such Personal Data for those purposes.

Where the Adviser or Nucleus is a Recipient, it shall comply with the data protection laws and, without limitation to the above, shall:

- put in place and maintain appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing or accidental destruction, loss or damage, taking into account the state of the art, the cost of implementation and the nature, scope, context and purposes of processing, as well as the risk of varying likelihood and severity for the freedoms of natural persons;
- have adequate security programmes and procedures to ensure that only authorised personnel have access to Personal Data and that any persons authorised to have access to Personal Data shall respect and maintain all due confidentiality;
- only process the Personal Data for the purposes covered in the Privacy Notice; and
- not process Personal Data for longer than is necessary to carry out those purposes (other than to comply with a requirement of Applicable Law to which the Recipient is subject).

The Adviser and Nucleus shall co-operate with each other, to the extent reasonably requested, in relation to any communication from a Client concerning the processing of their Personal Data, including requests to exercise their rights under data protection laws.

As part of our interactions with Advisers and in accordance with data protection laws, we may retain Personal Data of individuals employed by the Adviser. The Adviser is required to disclose this information to its employees.

## 10. Confidentiality

Neither Nucleus nor the Adviser shall, without the prior written consent of the other, disclose directly or indirectly any Confidential Information of the other to any third party, and shall only use the same for the purposes of these Terms.

Either Nucleus or the Adviser may disclose information which would otherwise be Confidential Information if and to the extent that:

- the disclosure is required by Applicable Law;
- the information has come into the public domain through no fault of either party;
- it is disclosed to either party's professional advisers, auditors, bankers, sub-contractors or employees who are directly concerned with these Terms and whose knowledge of such information is essential, subject to such persons being bound by a duty of confidence;
- it is trivial or obvious.

Nucleus and the Adviser agree that damages might not be a sufficient remedy to any breach of these Terms and that, as a result, injunctive or other equitable relief may be obtained in respect of any breach or anticipated breach.

The restrictions contained in this Clause shall continue to apply after termination.

## 11. Termination

Either Nucleus or the Adviser may terminate these Terms immediately by giving written notice to the other party, if the other party:

- commits any material breach of any part of these Terms, and which (in the case of a breach capable of being remedied) is not remedied within 30 days of a written request to remedy the same (with such request containing a warning of the intention to terminate);
- repeatedly breaches these Terms in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to them;
- enters into a voluntary arrangement with its creditors, if bankruptcy or winding up proceedings are started against it or if a receiver or an administrative receiver is appointed in respect of its Assets, or it enters into a voluntary or compulsory liquidation (except for the purposes of amalgamation or reconstruction);
- is subject to any event, or proceeding, in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;
- ceases to have the requisite permissions or authorisation under the Act to perform its obligations under these Terms.

Nucleus may terminate these Terms immediately in the event that any director, partner or principal of the Adviser is charged or convicted of any offence involving fraud or dishonesty.

Either Nucleus or the Adviser may terminate these Terms (without it being considered a breach) where delay in performing, or failure to perform, any of its obligations under these Terms results from events, circumstances or causes beyond its reasonable control, provided it notifies the other (the 'Affected Party') as soon as is reasonably practical. In such circumstances, the Affected Party shall be entitled to a reasonable extension of time for performing such obligations, provided that if the period of delay or non-performance continues for one week or more, the party not affected may terminate these Terms by giving one week's written notice to the Affected Party.

Either Nucleus or the Adviser may terminate these Terms by serving not less than one month's written notice of termination on the other party.

Termination of these Terms shall not affect the accrued rights of the parties arising out of them as at the date of termination, nor the coming into or continuance in force of, any provision which is expressly or by implication intended to come into or continue in force on or after such termination.

On termination of these Terms, the Adviser shall immediately cease use and promotion of the Nucleus Platform, its Products and the Service, and return all materials and software which are the property of Nucleus or its agents, including all marketing literature undistributed to the Adviser's Clients. The provisions of the appropriate clauses in the Adviser Remuneration Policy shall also then be effective.

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## 12. Dispute policy

If a dispute arises out of, or in connection with, these Terms or their performance, validity or enforceability (a 'Dispute') then Nucleus and the Adviser will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution ('CEDR') Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR.

To initiate the mediation, a party must serve notice in writing ('ADR notice') to the other party requesting a mediation. A copy of the ADR notice should be sent to CEDR.

The mediation will start no later than 30 days after the date of the ADR notice.

Unless otherwise agreed by the parties, the place of mediation shall be nominated by the mediator.

The commencement of a mediation shall not prevent the parties commencing or continuing court proceedings.

### 13. General

These Terms (and any documents referred to in them) constitute the entire agreement between the parties in respect of their subject matter, and supersede and extinguish all previous drafts, agreements, arrangements and understandings between them whether written or oral.

Each party acknowledges that, in entering into these Terms, it does not do so on the basis of, and does not rely on, any representation, warranty or other provision except as expressly provided in these Terms.

Nothing in these Terms is intended to, or shall be deemed to, establish any partnership or joint venture between the parties.

If any court or competent authority finds that any provision of these Terms (or part-provision) is invalid, illegal or unenforceable, that provision (or part-provision) shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the surviving provisions of these Terms shall not be affected.

If any invalid, unenforceable or illegal provision of these Terms would be valid, enforceable and legal if some part of it were deleted, that provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.


A person who is not a party to these Terms shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms, except any member of the Nucleus Group in relation to the terms relating to liability and indemnity. Nucleus may vary, terminate or rescind these Terms without the consent of any other member of the Nucleus Group.

The Adviser is not entitled to assign, sub-contract or transfer any of its rights and obligations under these Terms without the prior written consent of Nucleus (which shall not be unreasonably withheld or delayed).

Nucleus may delegate or sub-contract its obligations under these Terms at any time. The rights and obligations of the Adviser and Nucleus will not be affected by such action.

The waiver by either party of a breach or default of any of these provisions by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions; nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it may have, operate as a waiver of any breach or default by the other party.

These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law, and the parties submit to the exclusive jurisdiction of the English courts.

 03455 212 414

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