London Office:
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EC2N 2HE

Head Office:
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GU32 3QG UK

South Africa Office:
21 Dreyer Street,
Claremont Upper,
Western Cape
Cape Town

ONBOARDING TERMS FOR UK Regulated Financial Advisers

1. Parties

This Agreement is between:

IDAD Limited ("IDAD", "we", "us" or "our"), authorised and regulated by the Financial Conduct Authority ("FCA") under firm reference number 740499;

And

__________ ("You", "Your" or "Adviser") authorised and regulated by the Financial Conduct Authority ("FCA") under firm reference number ______ accompanied by onboarding and due diligence documentation.

This Agreement governs all business submitted by You to IDAD in relation to any investment, structured product, deposit, note or related arrangement distributed by IDAD ("Investment").

2. Regulatory Status and Scope

2.1 You confirm and warrant on an ongoing basis that:

- You are authorised and regulated by the FCA;
- You hold all permissions necessary to carry out the regulated activities contemplated under this Agreement;
- You comply with all applicable laws, FCA rules, Consumer Duty obligations, anti-money laundering legislation and market conduct requirements;
- All information supplied to IDAD is complete, accurate and not misleading.

2.2 IDAD acts solely as product distributor and intermediary and does not:

- provide advice to Your clients;
- assess suitability or appropriateness for Your clients;
- owe any advisory duty to Your clients.

2.3 You act solely as agent for Your client and accept full responsibility for all regulated advice, suitability assessments, appropriateness assessments and client communications.

2.4 IDAD may refuse, suspend or cease accepting business from You at any time and without liability.

2.5 IDAD may impose additional onboarding, compliance, operational or training requirements at its discretion.

3. Adviser Responsibilities

3.1 You are solely responsible for:

- assessing suitability and appropriateness;
- client categorisation;
- disclosure obligations;
- compliance with Consumer Duty;
- obtaining all client authorities and consents;
- maintaining adequate records.

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3.2 You must ensure that:

- only appropriately trained and competent staff advise on Investments;
- all staff maintain required CPD and competency standards;
- clients receive all relevant product literature and risk warnings;
- all communications are fair, clear and not misleading.

3.3 You must immediately notify IDAD of:

- any FCA investigation, restriction, censure or enforcement action;
- any material complaint or FOS referral relating to Investments;
- insolvency events;
- changes to permissions or ownership;
- any event reasonably likely to create reputational, legal or regulatory risk for IDAD.

3.4 You shall not:

- alter IDAD documentation without written consent;
- make representations beyond approved literature;
- hold Yourself out as agent or representative of IDAD;
- bind IDAD contractually.

4. Suitability and Client Outcomes

4.1 You accept sole and exclusive responsibility for ensuring any recommendation, transaction or execution-only instruction is suitable or appropriate.

4.2 You acknowledge that structured products may:

- expose investors to capital loss;
- carry issuer and counterparty risk;
- involve liquidity constraints;
- perform differently from direct market investments;
- produce losses on early encashment.

4.3 You confirm that all material risks have been clearly explained to clients prior to investment.

4.4 You shall maintain documentary evidence supporting:

- suitability assessments;
- appropriateness assessments;
- client disclosures;
- risk acknowledgements;
- Consumer Duty monitoring.

4.5 IDAD may request copies of client documentation, suitability reports or compliance records at any time.

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5. Anti-Money Laundering and Financial Crime

5.1 You confirm that You maintain effective anti-money laundering, sanctions, anti-bribery and counter-terrorist financing controls.

5.2 IDAD and any plan administrator may rely on You for customer due diligence.

5.3 You confirm that:

- all clients have been appropriately identified and verified;
- source of funds and source of wealth checks are undertaken where appropriate;
- enhanced due diligence is undertaken for politically exposed persons ("PEPs") and higher-risk clients;
- sanctions screening is undertaken;
- records are retained for at least five years.

5.4 You must provide AML documentation requested by IDAD within two business days.

5.5 IDAD may reject, suspend or delay any transaction where financial crime concerns arise.

5.6 IDAD may report suspicious activity to relevant authorities without notice to You or the client.

6. Adviser Charges and Remuneration

6.1 Adviser charges are solely Your responsibility.

6.2 You warrant that:

- all adviser fees comply with FCA rules;
- all fees have been properly disclosed and agreed with clients;
- You hold all necessary client authorities.

6.3 Any remuneration paid in error, following cancellation, rescission, clawback or regulatory breach shall be immediately repayable to IDAD.

6.4 IDAD may offset any sums owed by You against future payments.

6.5 IDAD may withhold remuneration where:

- compliance concerns exist;
- documentation is incomplete;
- regulatory issues arise;
- complaints or investigations are ongoing.

7. Compliance Monitoring and Audit

7.1 IDAD may conduct ongoing due diligence and monitoring of Your firm.

7.2 You shall cooperate fully with all compliance reviews, audits and information requests.

7.3 IDAD may request:

- training records;
- competency records;
- suitability reports;
- complaints logs;
- financial promotions;

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- AML policies;
- regulatory disclosures.

7.4 Failure to cooperate may result in immediate suspension or termination.

8. Data Protection and Confidentiality

8.1 Each party shall comply with applicable UK data protection laws.

8.2 You acknowledge that IDAD may process, store and share data with:

- plan administrators;
- custodians;
- issuers;
- compliance providers;
- regulators;
- auditors;
- professional advisers.

8.3 Confidential information shall not be disclosed except where:

- required by law;
- required by regulators;
- necessary for administration of Investments;
- disclosure is already public.

8.4 IDAD may retain communications, recordings and records for compliance and evidential purposes.

9. Limitation of Liability

9.1 IDAD shall not be liable for:

- investment performance;
- market losses;
- issuer default;
- counterparty insolvency;
- tax consequences;
- suitability failures;
- adviser misconduct;
- indirect or consequential losses.

9.2 IDAD's aggregate liability arising under this Agreement shall not exceed the fees received by IDAD in relation to the relevant Investment.

9.3 Nothing in this Agreement excludes liability that cannot lawfully be excluded.

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10. Indemnity

10.1 You shall indemnify and keep indemnified IDAD, its directors, employees and affiliates against all liabilities, losses, costs, claims, regulatory actions, fines, damages and expenses arising from:

- breach of this Agreement;
- breach of FCA rules;
- unsuitable advice;
- misleading communications;
- inadequate disclosures;
- AML failures;
- data protection breaches;
- negligence, fraud or misconduct by You.

10.2 This indemnity shall survive termination.

11. Intellectual Property and Marketing

11.1 All intellectual property rights in IDAD materials remain vested in IDAD.
11.2 You may use IDAD materials solely for approved distribution purposes.
11.3 You must not amend, reproduce or distribute IDAD materials outside authorised use.
11.4 IDAD may withdraw marketing approval at any time.

12. Complaints

12.1 You must maintain compliant complaints handling procedures.
12.2 You must notify IDAD promptly of complaints relating to Investments.
12.3 You shall cooperate fully with IDAD, issuers, administrators and regulators in relation to complaints or investigations.

13. Suspension and Termination

13.1 IDAD may suspend business immediately where it reasonably considers that:

- regulatory risk exists;
- financial crime concerns arise;
- client harm may occur;
- You have breached this Agreement.

13.2 Either party may terminate this Agreement on 28 days' written notice.
13.3 IDAD may terminate immediately where:

- You lose FCA authorisation;
- insolvency events occur;
- serious compliance failings arise;
- false or misleading information has been provided.

13.4 Termination shall not affect accrued rights, indemnities or outstanding liabilities.

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14. General

14.1 This Agreement constitutes the entire agreement between the parties.

14.2 IDAD may update operational procedures, compliance requirements and onboarding standards on notice.

14.3 Failure to exercise rights shall not constitute waiver.

14.4 If any provision is unenforceable, remaining provisions shall continue in force.

14.5 This Agreement is governed by the laws of England and Wales and subject to the exclusive jurisdiction of the English courts.

15. Structured Product Risk Acknowledgement

You acknowledge and agree that structured products involve risks including:

- capital loss risk;
- issuer and counterparty risk;
- liquidity risk;
- early encashment risk;
- market risk;
- credit risk;
- inflation risk;
- product complexity.

Past performance and back-testing are not reliable indicators of future performance.

You confirm that such risks will be fully disclosed to clients before investment.

By continuing to transact with IDAD Limited, you acknowledge that you have read, understood, and accepted these Terms.