

SOLICITOR/ACCOUNTANT INDIRECT CUSTOMER TERMS OF BUSINESS

These Terms of Business are the Indirect Customer Terms of Business ("Terms") used in conjunction with, and incorporated into, our Intermediary (Solicitor/Accountant) Indirect Customer application form. You are responsible for ensuring that the correct account opening forms are used in respect of the clients referred to us under these Terms. Where other account opening forms are used, the accounts will be operated according to the Terms relevant to those account opening forms

The Terms are for use by an agent seeking to act as an intermediary on behalf of underlying clients introduced by it to Charles Stanley, where the agent is either:

- A a firm of accountants licensed by its designated professional body and able to carry on regulated activities which are incidental to its provision of professional services under Part XX of the Financial Services and Markets Act 2000, or the equivalent part of any successor legislation (FSMA); or
- B a firm of solicitors able to carry on exempt regulated activities under Part XX of the FSMA.

Expressions in the Terms of Business shown in bold script are defined in the FCA Handbook Glossary. This can be accessed from the FCA website at fshandbook.info/FS/index.jsp

Name of intermediary: _____

Address: _____

Postcode: _____

Principal contact: _____ Telephone: _____

Email: _____

Intermediary bank account details

Name(s) of account holder(s) _____

Account number _____

Sort code _____

Building society roll number (if applicable) _____

You are independent of us and are either (please tick the appropriate box):

- Category A firms (accountants): a **professional firm** subject to the rules of a **designated professional body** and any **regulated activities** performed by you are incidental to your provision of professional services under Part XX of the FSMA; or
- Category B firms (solicitors): a **professional firm** subject to the rules of a **designated professional body** and any **regulated activities** performed by you are incidental to your provision of professional services under Part XX of the FSMA. These Terms of Business relate to any instructions which you give us in respect of any present or future client of yours ("the Client") who has been or is identified by you to us as your client in relation to any instructions you give to us.

Please sign at the end of these Terms of Business and return one copy to:

Charles Stanley & Co. Limited
55 Bishopsgate
London EC2N 3AS

All business is conducted on the basis of 'Our Services and Business Terms' (receipt of which you acknowledge) and of the following conditions. We, Charles Stanley & Co. Limited, are regulated by the Financial Conduct Authority (or any succeeding authority) ("FCA") and the services we provide to you under these Terms of Business are subject to the rules of the FCA ("the Rules"). The text of these Rules can be accessed from the FCA website at <http://fshandbook.info/FS/index.jsp>

- 1.1 In carrying out your instructions on behalf of the Client, we will treat the Client as our customer for the purposes of all the Rules.
- 1.2 We will classify the Client in accordance with the Rules. Unless we notify you otherwise, we will classify the Client as a **Retail Client**.
- 1.3 We confirm that, in relation to **Retail Investment Products**, the scope of our advice to the Client is restricted to advice on investments and investment portfolios, and will not extend to advice on the Client's broader financial planning and pension requirements.
- 2.1 In giving your instructions on behalf of the Client, you warrant that you have been duly appointed as an agent by or on behalf of the Client and have authority to act in accordance with these Terms. You will also comply with all applicable, laws, statutes and regulations relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010.
- 3.1 For Category A firms (accountants) We are entitled to assume that your licence from a **designated professional body** remains in effect until you notify us otherwise. We have no obligation to ensure that you are in compliance with any rule or requirement of your **designated professional body**. You do not have any obligation to ensure that we are in compliance with any rule or requirement of the FCA or of the Financial Services and Markets Act 2000 as amended ('FSMA').
- 3.2 For Category B firms (solicitors) We are entitled to assume that your firm is able to carry on exempt regulated activities under Part XX of the Financial Services and Markets Act 2000 as amended ('FSMA') until you notify us otherwise. We have no obligation to ensure that you are in compliance with any rule or requirement of your **designated professional body**. You do not have any obligation to ensure that we are in compliance with any rule or requirement of the FCA or of the FSMA.
- 4.1 We will deal exclusively with you, and not with the Client, and we will rely on you to supply any necessary information, disclosures, explanations and documents to the Client. We will, however, give to you, for this purpose, all information, disclosures, explanations and documents which we are required to provide under the Rules.
- 4.2 Without prejudice to the other clauses of these Terms, contract notes, confirmations and statements will be rendered to you in your name with a further designation in the form of "a/c your client" or, if you so instruct us, in the name of your Client.
- 4.3 While these Terms are operative and for a period of six months following their termination, without your prior written agreement we, shall not
 - 4.3.1 canvass, solicit or by other means offer to supply any service to your Client which is competitive with your business; nor
 - 4.3.2 endeavour to entice your Client away in respect of the same unless we are responding to a direct request from a Client which has not been solicited by us.
- 5.1 We are entitled to assume, without enquiry, that any information which you give to us about the Client is complete and accurate and that it remains so unless we are advised otherwise by you or we have reasonable grounds on which to doubt it.
- 6.1 You will confirm to us in writing whether or not you are subject to the Money Laundering Regulations 2007 and any successor legislation (the "Regulations"). If you are subject to the Regulations, then before we can act for your Client, you must first supply us with the necessary customer introduction certificate as required by the Money Laundering Guidance Notes produced by the Joint Money Laundering Steering Group. Depending on the circumstances, it is possible that further information may be required by us and/or that we may apply our own identification/verification procedures.
- 6.2 If you are not subject to the Regulations, then we will undertake our own verification of the identity of the Client before we can act for the Client.
- 6.3 You will notify us immediately when you become aware of any changes to the identity, legal capacity or contact details of the Client or any information you have supplied in relation to the Client.

- 7.1 Except for clause 9.4 and 9.5 below, where the consent of a Client is required under the Rules, we are entitled to accept your express written consent as the consent of the Client and to assume that you are authorised to give that consent. In the event that a document requires signing by the Client we are entitled to rely on your confirmation that the Client has duly signed and returned it to you.
- 8.1 Whenever we are required to provide a suitability assessment under the Rules, you acknowledge that we will be reliant upon the information which you provide to us in writing in relation to the Client both at the time of initial introduction and, thereafter, whenever that information is subject to amendment or revision of any sort.
- 8.2 Where we will be responsible for meeting the 'appropriateness' obligation under Rules, you acknowledge that we will be reliant upon the information which you provide to us in writing in relation to the Client both at the time of the initial introduction and, thereafter, whenever that information is subject to amendment or revision of any sort.
- 8.3 Where we are required to act solely on an execution-only basis in circumstances where no assessment of suitability or appropriateness is required, you nonetheless acknowledge that we will be reliant upon the information which you provide to us in writing in relation to the Client both at the time of the initial introduction and, thereafter, whenever that information is subject to amendment or revision of any sort.
- 8.4 If you have accepted responsibility for providing suitability assessment or the appropriateness of a transaction, then you retain this responsibility. [Delete this paragraph if you do not have the appropriate permission to make suitability assessments.]
- 9.1 If we agree, a Client's securities will be registered in the name of our nominee company. We accept responsibility for the safe custody obligations of such nominee company.
- 9.2 For Category A firms (accountants)
Our cheques will be made payable to the Client.
- 9.3 For Category B firms (solicitors)
Unless otherwise agreed between us in respect of a particular Client, you will be responsible for handling the Client's cash and **documents evidencing title**; all the **money** and **securities** which are due as between us and the Client will be accounted for between us and you.
- 9.4 Our standard account opening forms permit Clients to authorise us to make both one-off payments and/or ongoing payments to you, deducted from the Client's account. We are entitled to assume that in receiving such payments you are and will continue to be in compliance with the Rules, including but not limited to the Rules on adviser charging. We are also entitled to assume that you have and will continue to have the appropriate regulatory permissions to be providing the services to the Client for which the payments are made, and to act in an 'agent as client' capacity envisaged by this agreement; you agree to notify us if your regulatory permissions are altered in this regard, or if you cease to act for the Client or cease to provide the service(s) to the Client for which the payments are being made.
- 9.5 Payments will be made by us in accordance with the Client's instructions and will be made inclusive of any VAT due and any other taxes and charges due. However, we reserve the right to reject Client instructions, for example but not limited to situations where there are insufficient funds in the Client account. In the event of termination of these Terms, no further payments shall be made to you in respect of the period after the date of termination, save for any payments already accrued and due to be paid to you for the period prior to the termination date. Where the termination occurs because of an event as outlined in clause 13.2.1 below, we shall be entitled to cease making any payment whatsoever. We shall also cease such payments in the event that we receive an express instruction from a Client to do so (for example but not limited to situations where you have ceased to act for that Client, or where the Client transfers its investment(s) to a third party). You will refund to us any payments made in error, for example but not limited to any payments made after the Client has instructed us to cease such payments, or where your relationship with the Client has ceased.
- 10.1 Unless expressly agreed otherwise between us, in relation to any business undertaken by us on behalf of the Client pursuant to these Terms, you accept liability for all sums due to us which arise therefrom, except to the extent that such sums are due to negligence and/or fraud on our part. Our reciprocal obligations are contained in the FCA's Conduct of Business Sourcebook.
- 10.2 Included within the sums which may become due to us is the interest which we charge on unsettled transaction balances.

- 11.1 We may make **cold calls and other promotions not in writing** to you but not to the Client.
- 12.1 No provision of these Terms shall be amended unless made in writing signed by both of us. However, if these Terms require amendment to comply with FSMA, the Regulations or the rules, regulations or guidance of any regulatory authority then either of us may serve notice on the other specifying in its opinion the amendment required and we will use our best endeavours to agree such amendment. Pending agreement we shall both use reasonable endeavours to comply with such amendment.
- 13.1 These Terms shall come into effect once we have received a copy of them signed by you and shall continue unless terminated
 - 13.1. by either of us giving three months written notice to the other; or
 - 13.2. by either of us immediately upon notice in writing to the other upon any of the following events in relation to the other:
 - 13.2.1. membership of any regulatory authority is terminated or suspended or any necessary authorisation, licence or consent from any regulatory authority is withdrawn, revoked or lapses for any reason whatsoever; or
 - 13.2.2. a finding by a regulatory authority that there has been a breach of any regulatory or other duties in relation to these Terms; or
 - 13.2.3. any step is taken with a view to winding up, bankruptcy or administration; or
 - 13.2.4. an inability to pay debts as they fall due within the meaning of Section 123 of the Insolvency Act 1986; or
 - 13.2.5. any distress, attachment, execution or other legal process is levied or enforced and which is not discharged or stayed within 30 days; or
 - 13.2.6. there has been a material breach of any provision in these Terms; or
 - 13.3. by us immediately on giving notice in writing to you where:
 - 13.3.1. you suffer a change of control, or a change of Principal. For the purposes of this clause, "change of control" means any party owning or ceasing to own (directly or indirectly) not less than 50% of the your shares or voting rights, save as part of a reorganisation of the group of companies of which you are a part; or
 - 13.3.2. a Client terminates its relationship with you; or
 - 13.3.3. you do, or omit to do, anything which (in our reasonable opinion) could materially damage or otherwise negatively affect our reputation.
- 14.1 The Contracts (Rights of Third Parties) Act 1999 shall have no application to these Terms.
- 15.1 These Terms shall be governed by English law, and both parties agree to submit to the exclusive jurisdiction of the English Courts in respect of any disputes or claims which may arise out of or in connection with these Terms.

Signed on behalf of Charles Stanley & Co. Limited by



SIR DAVID HOWARD Bt (Chairman)

We agree to the terms set out above. These Terms of Business are signed on behalf of the agent by

Signature: _____ Name of signatory: _____

On behalf of: _____ Date _____