

## INTRODUCER TERMS OF BUSINESS

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**These Terms are the Introducer Terms of Business (“Terms”) for use when an applicant is introduced to Charles Stanley, with a view to that applicant becoming a direct client of Charles Stanley. The Terms are used in conjunction with, and incorporated into, the standard (direct) account application forms. 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.

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

**Category A firm (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 FSMA (as defined overleaf), or the equivalent part of any successor legislation; or

**Category B firm (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 (as defined overleaf) , or the equivalent part of any successor legislation; or

**Category C firm (FCA authorised firms)**

an authorised person entitled to carry on regulated activities of the kind contemplated herein, who may also be a Principal of a network of Appointed Representatives; or

**Category D firm (appointed representative of a Category C firm)**

an exempt person in relation to any regulated activities of the kind contemplated herein for which your Principal has accepted responsibility.

A copy of the account opening confirmation/rejection letter is to be sent to the Principal as set out in clause 9.3/10\*  
(\*delete if not applicable)

Please sign and return one copy of these Terms of Business. If you are a Category D Introducer (Appointed Representative), please also arrange for your Principal (Category C) to countersign them. These Terms apply to your Principal as well as to you, and references to “you” should be construed accordingly. Both of you are responsible for ensuring that you and your employees and agents are aware of and comply with these Terms.

Completed and signed forms should be returned to:

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

Firm name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Postcode: \_\_\_\_\_

Principal contact: \_\_\_\_\_ Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

FCA Reference Number (for Category C/D firms): \_\_\_\_\_

If applicable, Name of Principal (Category C): \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Postcode: \_\_\_\_\_

Principal contact: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

FCA Reference Number: \_\_\_\_\_

**Introducer bank account details**

Name(s) of account holder(s) \_\_\_\_\_

Account number \_\_\_\_\_

Sort code \_\_\_\_\_

Building society roll number (if applicable) \_\_\_\_\_

We, Charles Stanley & Co. Limited, are regulated by the FCA and the services we provide to Clients under our Client Agreement are subject to the Rules. The text of these Rules can be accessed from the FCA website at [fshandbook.info/FS/index.jsp](http://fshandbook.info/FS/index.jsp).

**Expressions in these Terms are defined as:**

**“Applicable Regulation”:** such of the following as apply to the discharge by you or us of our respective obligations under these Terms: FSMA; the Money Laundering Regulations 2007, Proceeds of Crime Act 2002, Serious Organised Crime & Police Act 2005 and all other legislation relating to the handling of terrorist funds or of the proceeds of drug trafficking or other crime together with the Guidance Notes for the Financial Sector issued by the Joint Money Laundering Steering Group, and any other relevant guidance issued relating to it by a Regulatory Authority or industry body; the rules, regulations and guidance of any Regulatory Authority; the Data Protection Act 1998, the Consumer Credit Acts 1974 & 2006 and the Bribery Act 2010.

**“Applicant”:** a person, firm, company, unincorporated body or trust referred or introduced to us by you in accordance with these Terms, provided that an Applicant shall not include any person who is at the date of the introduction an existing client of ours (whether for the type of business contemplated by the introduction or referral or otherwise).

**“Appointed Representative”** means an appointed representative of the Principal within the meaning of section 39 FSMA.

**“Client”:** any Applicant who has entered into a Client Agreement and who has been accepted as a Client by us.

**“Client Agreement”:** the agreement entered into between us and the Client setting out the terms and conditions on which we shall provide our Services.

**“Designated Professional Body”:** a professional body designated by the Treasury under section 326 FSMA.

**“FCA”** means the Financial Conduct Authority, and any successor organisation.

**“FSMA”** means the Financial Services and Markets Act 2000, and any successor legislation.

**“Money Laundering Guidance”:** any rules, requirement or guidance relating to the prevention of money laundering activities which may be issued by the FCA, a Designated Professional Body, the Joint Money Laundering Steering Group or the law from time to time.

**“Retail Investment Product”** means a unit trust or OEIC; an investment trust; a structured capital-at-risk product; a life policy; a stakeholder pension scheme (including a group stakeholder pension scheme); a personal pension scheme (including a group personal pension scheme); or any other designated investment which offers exposure to underlying financial assets, in a packaged form which modifies that exposure when compared with a direct holding in the financial asset (in each case as defined in the Rules).

**“Principal”:** the person authorised by section 31 FSMA who is party to a contract with the Appointed Representative, resulting in the Appointed Representative being an exempt person under section 39 of FSMA.

**“Regulated Activities”:** one or more of the activities which fall under Part II of Schedule I of FSMA as apply in the context to each party.

**“Regulatory Authority”:** the FCA, HM Revenue & Customs and such other regulatory authorities or Designated Professional Bodies as have responsibility for regulating you and/or us in the United Kingdom.

**“Rules”** means the rules prescribed by the FCA from time to time under FSMA.

**“Services”:** the financial services we shall perform for the Client as specified in the Client Agreement.

**“Terms of Business Pack”:** the package of documentation prepared and sent by us to an Applicant including, but not limited to, the application form, Client Agreement and other such forms which regulate the basis on which we act for the Client.

These Terms relate to the basis upon which you introduce Applicants to us, with a view to the Applicants becoming our direct Clients.

1. We will categorise the Client in accordance with the Rules.
2. 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.
3.
  - 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 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 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.
  - 3.3. For Category C firms (FCA authorised firms): We are entitled to assume that your authorisation under the FSMA remains in effect until you notify us otherwise. 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. Where you are acting as Principal in respect of a Category D firm (Appointed Representative) that subsequently ceases to have exempted person status, you are responsible for notifying us in writing.
  - 3.4. For Category D firms (Appointed representatives of FCA authorised firms): We are entitled to assume that your exempted person status under the FSMA remains in effect until you (or your Principal) notify us otherwise. 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. We shall both at all times act in accordance with the Applicable Regulations and any legislation amending or replacing the same, and maintain our appropriate authorisations under FSMA. We shall both be entitled to assume that such authorisation remains in place or is unaltered unless otherwise notified in writing by the other.
5. You shall have no responsibilities with regard to the Rules relating to "Know Your Client" and "Demonstrating Suitability or Appropriateness" requirements in respect of Clients.
6. We shall fulfil our responsibilities in respect of the Money Laundering Regulations 2007 and Money Laundering Guidance in respect of Clients, although if appropriate, we may accept third party verifications from you given in accordance with the Applicable Regulations.
7. Where the Client has authorised you to give instructions on the account, 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 of the FCA.
8. In order to constitute an introduction in accordance with these Terms, all introductions made by you shall be made with the prior consent of the Applicant (incorporating its consent to the use and processing of its personal data, where appropriate) and sent to us in writing, by facsimile or email at such physical or email address or facsimile number as we may notify to you from time to time.
9. On receiving an introduction in accordance with these Terms:
  - 9.1. we shall send a Terms of Business Pack to the Applicant for the purpose of obtaining its consent to enter into a Client Agreement;
  - 9.2. we shall promptly, following receipt of a duly completed and signed Client Agreement from the relevant Applicant decide whether or not to accept the Applicant as a Client; and
  - 9.3. if we decide to accept the Applicant as a Client, we shall confirm to such Applicant (with a copy sent at the same time to you and/or your Principal if so stated on page 1) that the Applicant has been accepted as a direct Client of ours, and we shall provide such Client with such account number and other information as is ordinarily provided on the opening of an account with us.
10. Subject to Applicable Regulations, in the event that we are not prepared to act for an Applicant, we shall notify you (and/or your Principal if stated on page 1) within a reasonable period of making such a decision.
11. We are registered as a data controller under the Data Protection Act 1998. We shall not release copies of (or permit electronic access to) contract notes, statements and valuations relating to Client transactions as sent by us to the Client from time to time unless and until the Client enters into the Client Agreement consenting to the same.
12. You shall not be obliged to introduce Applicants to us unless in your view it is appropriate to do so and we shall not be obliged to accept any introductions nor to give reasons for such refusal. Nothing in these Terms shall prevent either of us from rendering any services similar to those contemplated by these Terms to any other person carrying on business similar to or in competition with either of us.
13. Unless the Client has confirmed to us that you have third party authority over the account, you agree that in respect of the Services you have no authority or power to issue instructions on behalf of the Client. Therefore we shall have no regard to, nor place any reliance upon, any instructions issued by you on behalf of the Client.

14. In making introductions, or at any time thereafter, you shall not act or represent yourself as our agent.
15. 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; 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. 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.
16.
  - 16.1. Should, in turn, a Client seek to introduce a third party to us, you acknowledge and accept that these Terms have no application to any third party arrangement that may be created between us and that third party as a result of the Client's introduction, and you hereby waive any claim to any commission, fee or any other payment howsoever arising.
  - 16.2. While these Terms are operative and for a period of six months following their termination, without your prior written agreement, we shall not
    - 16.2.1. canvass, solicit or by other means offer to supply any service to your Client which is competitive with your business; nor
    - 16.2.2. 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.
17. You shall inform us immediately in the event that a Client terminates its relationship with you in circumstances such that could affect the performance of our obligations under these Terms or the Client Agreement. For the avoidance of doubt, no liability arises to us in respect of the relationship between the Client and you purely as a result of entering into these Terms.
18. These Terms shall come into effect once we have received a copy of it signed by you (and your Principal if applicable) and shall continue unless terminated
  - 18.1. by either of us giving three months written notice to the other; or
  - 18.2. by either of us immediately upon notice in writing to the other upon any of the following events in relation to the other:
    - 18.2.1. 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
    - 18.2.2. a finding by a Regulatory Authority that there has been a breach of any regulatory or other duties in relation to these Terms; or
    - 18.2.3. any step is taken with a view to winding up, bankruptcy or administration; or
    - 18.2.4. an inability to pay debts as they fall due within the meaning of Section 123 of the Insolvency Act 1986; or
    - 18.2.5. any distress, attachment, execution or other legal process is levied or enforced and which is not discharged or stayed within 30 days; or
    - 18.2.6. there has been a material breach of any provision in these Terms; or
  - 18.3. by us immediately on giving notice in writing to you where:
    - 18.3.1. 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
    - 18.3.2. a Client terminates its relationship with you, or you does or omits to do anything which (in our reasonable opinion) could materially damage or otherwise negatively affect our reputation.
19. Termination of these Terms shall not affect the continuity of the relationship between the Client and us unless specific notice of termination is received from the Client or given by us to the Client in accordance with the relevant Client Agreement. In the event that a Client terminates its Client Agreement, nothing shall preclude us from accepting that Client as a client of ours introduced by another party.
20. 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 18.2.1 above, 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.

21. These Terms are strictly private and confidential and we both agree to protect the confidentiality of any information that has been acquired or is accessible in consequence of these Terms. For the duration of these Terms or at any time thereafter each of us shall only use such information for the purposes of these Terms and neither shall disclose
  - 21.1. the fact or content of these Terms to any third party without the specific written authority of the other; or
  - 21.2. information of a confidential nature acquired or accessible in consequence of these Terms, except to the Client or when required or is necessary to do so for any legal reasons or to comply with Applicable Regulations.
22. Neither you nor us will use or make use of the other's name or any of its trademarks, service marks, logos, designs or other proprietary designations without first obtaining the other's written consent.
23. Neither you nor us may assign, subcontract, delegate or otherwise dispose of its rights or obligations under these Terms, except that we may do so to any other company in the Charles Stanley group of companies having relevant authorisation under FSMA.
24. 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 Applicable Regulations 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.
25. Notices required under these Terms may be sent by hand, courier or facsimile transmission to the other party's registered office for the time being. Any such notices shall be deemed received (i) when delivered to the recipient's address if sent by hand or by courier or (ii) when the sender receives an electronic acknowledgement of transmission, if sent by facsimile transmission.
26. Only you, us and your Principal (if applicable) shall have any rights under or in connection with these Terms.
27. These Terms (together with the relevant charge sheet) contain the entire agreement and understanding between us relating to the subject matter of these Terms and supersede all similar prior agreements, understandings or arrangements (both oral and written) regarding it.
28. Each of us acknowledges and agrees that it does not enter into these Terms on the basis of and does not rely, and has not relied, upon any statement or representation (whether negligent or innocent) or warranty or other provision (in any case whether oral, written, express or implied) given or entered into by any person (whether a party to these Terms or not) and the only remedy or remedies available in respect of any misrepresentation or untrue statement made to it shall be a claim for breach of contract under these Terms. Nothing in this clause shall however operate to limit or exclude any liability for fraud or for breach of the Rules.
29. These Terms shall be governed by and construed in accordance with the laws of England and Wales, and the Courts of England and Wales shall have exclusive jurisdiction in relation to any claim, dispute or difference which may arise hereunder.

*David HS Howard*

Signed on behalf of Charles Stanley & Co. Limited by  
SIR DAVID HOWARD Bt (Chairman)

We agree to these Terms of Business.

Signature: \_\_\_\_\_ Name of signatory: \_\_\_\_\_

On behalf of: \_\_\_\_\_ Date: \_\_\_\_\_

We \_\_\_\_\_ agree to these Terms of Business.

Signature: \_\_\_\_\_ Name of signatory: \_\_\_\_\_

On behalf of: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

**Offices:** Bath Beverley Birmingham Bournemouth Cambridge Dorchester Eastbourne Edinburgh Exeter Guildford Ipswich Isle of Wight Leeds Liverpool London Leicester  
Manchester Norwich Oxford Plymouth Reading Southampton Southend-on-Sea Tunbridge Wells Wimborne

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