

Intermediary Agreement and Terms of Business for financial advisers

You should use this form if you would like Walker Crips Investment Management Ltd to treat your firm as Agent for our client when you are acting on their behalf. We will enter into to an agreement with the client but rely on your firm to provide us with all the necessary information to provide our investment services to the client. This service is only available to FCA regulated firms or Appointed Representatives of FCA regulated firms, holding the permission Advising on investments.

Please return this completed form to Walker Crips Investment Management,
Old Change House, 128 Queen Victoria Street, London EC4V 4BJ.

1. Intermediary details

Company Name	
Trading Name (if different)	
Registered Office Address	
Postcode	
Website	
Correspondence Address (if different)	
Postcode	
Telephone	Email
VAT number (if registered)	Legal Entity Identifier (LEI) Number <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>

The LEI is a 20 character alphanumeric code. If the Company does not have an LEI we can apply for one on your behalf. Please speak to us for further information.

2. About the Intermediary

FCA Reference Number
How many advisers are currently authorised by the firm?
Are you part of a network? Yes <input type="checkbox"/> No <input type="checkbox"/>
Name and address of network (if applicable)
Postcode
Are you an Appointed Representative? Yes <input type="checkbox"/> No <input type="checkbox"/>
Name and address of Principal (if applicable)
Postcode
Do you offer independent or restricted advice? Independent <input type="checkbox"/> Restricted <input type="checkbox"/>

3. Training and competency

Are all advisers in possession of a valid SPS certificate? Yes No

How many advisers have been assessed as competent to give advice?

How often do advisers undergo competency assessments?

4. Regulation & compliance

Number of complaints concerning investment advice received by the firm in the past 5 years:

Number of complaints concerning investment advice upheld by the firm in the past 5 years:

Number of complaints concerning investment advice upheld by FOS in the past 5 years:

Has the firm been subject to regulatory investigations, sanctions, fines or warnings within the last 10 years? Yes No

Please provide full details

Please confirm that the firm has in place the following procedures and processes to meet appropriate regulatory standards:

Financial crime procedures Conduct Risk policy Complaints procedures Compliance monitoring processes

Training and Competence regime Conflicts of Interest policy Criminal finances Act

5. Main contact

	Name	Email	Telephone
Main contact	<input type="text"/>	<input type="text"/>	<input type="text"/>
Compliance	<input type="text"/>	<input type="text"/>	<input type="text"/>
Finance	<input type="text"/>	<input type="text"/>	<input type="text"/>
Other (if applicable)	<input type="text"/>	<input type="text"/>	<input type="text"/>

6. Payment details

Bank name

Account name

Branch address

Account number

Sort Code

<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>
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Payment reference (if applicable)

7. Intermediary terms of business

1. Introduction

1.1. This Intermediary Terms of Business, together with the Intermediary Application form for Retail Clients, our Terms of Service and Business for Retail and Professional Clients and the Customer Agreed Remuneration form set out the basis of the relationship between Walker Crips Investment Management Limited ("Walker Crips") and an Agent company who appoints Walker Crips to carry out investment services for its clients ("Agent").

1.2. The purpose of this Intermediary Terms of Business ("these Terms") is to ensure that the roles and responsibilities that we each have are clear to each party.

1.3. These Terms should be read in conjunction with our Terms of Service and Business for Retail and Professional Clients including our Order Execution Policy, Walker Crips Privacy Statement and the Intermediary Application form for Retail Clients (collectively, the "Agreement"). Walker Crips intends to rely on these documents and for your own benefit and protection you should read them carefully before signing the Agreement. If you do not understand any item within any of the documents mentioned above, please ask for further details. If you require a printed copy of our Terms of Service and Business for Retail and Professional Clients and/or Privacy Statement, please contact client.services@wcgplc.co.uk or 020 3100 8100, they can also be found on wcgplc.co.uk/businessstc and wcgplc.co.uk/privacystatements respectively.

1.4. Where there is any conflict between these Terms and the Terms of Service and Business or otherwise, these Terms will supersede and override all previous agreements with us.

7. Terms of business (cont.)

2. Definitions

- 2.1. For the purpose of these Terms, the following shall have the meaning as described below:
- 2.1.1. "Agent" is someone that the Client has instructed to act on their behalf and from whom the client has given Walker Crips Investment Management Ltd authority to accept instructions.
- 2.1.2. "FCA" means the UK Financial Conduct Authority or any succeeding authority.
- 2.1.3. "FCA Rules" means the rules and guidance of the FCA from time to time.
- 2.1.4. "Client" means the individual or individuals for whom Walker Crips Investment Management Ltd is providing investment management services as set out in the relevant Intermediary Application form for Retail Clients which we will enter into with the Client.
- 2.1.5. "We, Us and Our" means Walker Crips Investment Management Limited, a firm authorised and regulated by the FCA in the conduct of investment business.
- 2.1.6. "You and Yours" means an Agent company regulated by the FCA to provide investment advice to clients and that We will treat as Agent under these Terms.

3. Parties

- 3.1. Subject to Your acceptance of these Terms and completion of the relevant Intermediary Application form for Retail Clients, we will treat You as the Agent of the Client.
- 3.2. The Contracts (Rights of Third Parties) Act 1999 shall not apply to these Terms and only the parties to it may enforce and benefit from these Terms.

4. Regulation

- 4.1. We are entitled to assume that You remain authorised and regulated by the FCA to provide investment advice to clients. You undertake to notify us promptly should Your authorisation to carry on business be suspended, modified or terminated by the FCA.
- 4.2. You will comply with all applicable laws and regulations relating to anti-bribery and anti-corruption including, but not limited to, the Bribery Act 2010 and shall have and implement suitable procedures to ensure compliance.
- 4.3. You will be responsible for ensuring compliance with all anti-money laundering laws, rules, regulations and guidance applicable to you including, but not limited to, the Fourth Money Laundering Directive 2017, The Money Laundering Regulations 2017, The Terrorism Act 2000, The Proceeds of Crime Act 2002 and the Joint Money Laundering Steering Group Guidance and any succeeding legislation.
- 4.4. You will comply with the Criminal Finances Act 2017 and confirm that You have suitable processes and procedures in place to prevent those who act for You or who act on Your behalf from criminally facilitating tax evasion.

5. Non-UK investors

- 5.1. Walker Crips investment services are intended for UK resident individuals. You agree to obtain our consent prior to submitting an Intermediary Application form for Retail Clients to enter into investment services on behalf of a Client who resides in an overseas jurisdiction.
- 5.2. We will not accept an Intermediary Application form for Retail Clients on behalf of a Client who is resident in the United States of America.

6. Basis of the relationship

- 6.1. The Client will become a Client of Walker Crips Investment Management Ltd solely for the purposes of providing an investment management service unless You agree otherwise with Us. The Client will be required to enter into Our Intermediary Application form for Retail Clients.

- 6.2. The Client will remain a Client of the Agent for all other matters.
- 6.3. We will rely on You to supply any necessary information, disclosures, explanations and documents to the Client.
- 6.4. 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 to doubt it.
- 6.5. We will give You all information, disclosures, explanations and documents which we are required to provide by regulation.
- 6.6. We will accept instructions by letter, telephone, fax, email and other means of electronic communication or in person from You. We will try to confirm with You any withdrawal instruction that we receive but, if we have concerns about any withdrawal instruction, we may contact the Client directly, in order to validate the instruction. If we are unable to do so, we will carry out the instruction but cannot accept liability for any loss incurred or any delays caused in these circumstances. We reserve the right to require written instructions.
- 6.7. While these Terms are in force and for a period of six months following their termination, without your prior agreement, we shall not actively canvass or solicit any Client.
- 6.8. We reserve the right in any circumstances, and in Our absolute discretion, to decline to provide investment services for a Client. You will be notified promptly if this discretion is exercised.
- 6.9. We reserve the right in any circumstances, and in Our absolute discretion, to contact the client direct if You decline to provide Us with any information required by Us in order to meet our regulatory obligations.
- 6.10. You will not hold Yourself out as an agent or representative of Walker Crips.
- 6.11. You have no authority to collect or hold premiums, subscriptions or contributions on Our behalf or to advertise any of Our products or services other than in the normal course of business as an Agent for the Client.

7. Responsibilities

- 7.1. You are responsible for:
- 7.1.1. Verifying the Client's identity and continuing to carry out due diligence checks for anti-money laundering purposes in accordance with clause 4.3 above.
- 7.1.2. Notifying Us of any Client who has been identified as a politically exposed person (PEP) or as posing a higher than normal money laundering risk and confirming that You have conducted enhanced due diligence on any such Client.
- 7.1.3. Promptly notifying us where money laundering is known or suspected.
- 7.1.4. Providing Us with an Identity Verification Certificate and any other evidentiary documentation as requested by Us for anti-money laundering purposes.
- 7.1.5. Assessing the Suitability and/or Appropriateness of our service for the Client as required by the FCA rules, including, but not limited to, gathering information in relation to the Client's:
- a) knowledge and experience of investments;
 - b) financial circumstances; and
 - c) investment objective
- such that You have a reasonable basis for believing, giving due consideration to the nature and extent of the investment service provided:
- i. meet the Client's objectives;
 - ii. is such that the Client is able financially to bear any related investment risks consistent with his investment objectives; and
 - iii. is such that the Client has the necessary experience and knowledge in order to understand the risks involved in the management of his portfolio.
- 7.1.6. Determining the amount the Client should invest.
- 7.1.7. Maintaining current and accurate information about the Client's financial circumstances.

7. Terms of business (cont.)

7.2. We will be responsible for:

7.2.1. Providing investment services to the Client as set out in the relevant Intermediary Application form for Retail Clients. Details of all our services can be found in our Terms of Service and Business for Retail and Professional Clients.

7.2.2. We will provide You with the required notification if the Client's portfolio value falls by 10% or more since the start of the quarterly reporting period.

8. Consent

8.1. Except for the completion of the Customer Agreed Remuneration document, we are entitled to accept Your express written consent as the consent of the Client and that You are authorised to give that consent.

8.2. In the event that a document requires signing by a Client, we are entitled to rely on Your confirmation that the Client has duly signed that document and that You are in possession of that document.

8.3. You confirm that You have been appointed as an Agent by or on behalf of the Client and have authority to act in accordance with these Terms.

8.4. We are entitled to assume that You have obtained all consents where such consent is required and made all disclosures where required on behalf of the Client.

9. Communication

9.1. We will communicate with You to discuss matters relating to these Terms at the address or email address held on Our records in accordance with Your most recent instructions.

9.2. You may telephone Us to discuss matters relating to these Terms. These calls will be recorded and shall remain Our property.

9.3. Confirmation and statements will be rendered to You in Your name with a further designation in the form of "a/c [Client name]" except where regulations require the account title to be that of the Client.

10. Complaints

10.1. You will act in accordance with the FCA rules and guidelines on complaints handling, issued from time to time.

10.2. If You receive a complaint from a Client which relates to any function that We have undertaken, You agree to notify Us promptly and We will deal with the complaint.

10.3. We will not be responsible for dealing with complaints from any Client in respect of the services provided by You. You will be responsible for dealing with client complaints in accordance with the FCA's "Principles for Businesses" and the relevant provisions of the FCA Rules. We will act in accordance with our obligations under the FCA Rules and will provide reasonable support to You in connection with any Client complaint that relates to the service that We provide and will provide reasonable assistance with any resulting investigations, as appropriate.

11. Charges

11.1. You are obliged to disclose all charges relevant to business conducted in accordance with these Terms to the Client and undertake to do so.

11.2. Our charges are set out in separate documentation which will be provided with these Terms.

11.3. Details of all costs and charges associated with any investment or portfolio held by Us can be provided on request.

12. Payments to Your Firm.

12.1. Our Customer Agreed Remuneration form permits clients to authorise us to make one-off, initial and 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 all applicable law, rules and regulation, including but not limited to the rules on adviser charging.

12.2. Payments will be made by us in accordance with the Client's instructions and will be made inclusive of any VAT due (where applicable) and any other taxes and charges due.

12.3. We reserve the right to reject the Client's instructions, for example but not limited to situations where there are insufficient funds in the Client's account.

12.4. In the event of termination of these Terms, no further payments will 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 for the period prior to the termination date. Where the termination occurs because of an event as outlined in 23.1.2., we shall be entitled to cease making all payments.

12.5. We shall cease payment in the event that we receive an express instruction from the Client to do so.

12.6. You will refund to us any payments made in error.

13. Non exclusive

13.1. Our services under these Terms are provided to You on a non-exclusive basis. We shall be free to provide similar services to others on such terms as We may arrange with You.

13.2. We shall not be deemed to be effected with notice of or to be under any duty to disclose to You any fact which may come to Our notice in the course of rendering similar services to others or in the course of Our business in any other capacity or in any manner whatsoever than in the course of carrying out Our duties under these Terms of Business.

14. Confidentiality

14.1. Neither party may during or after the termination of these Terms, unless required to do so by any regulatory body or court of law, disclose to any person not authorised by the other to receive the same, any information (other than that is already a matter of public record at the time) relating to the other of which they shall have become possessed during or after the termination of these Terms.

15. Data Protection

15.1. Where either party receives Personal Data from the other within the meaning of the Data Protection Act 2018 we shall both access, hold and process such data in accordance with the provisions of that Act.

16. Exceptional events

16.1. Under no circumstances whatsoever shall We be responsible or liable for any claim, loss, damage, expense or cost suffered arising in consequence of any breach, failure to perform or delay in performing any of our obligations to You to the extent that such breach, failure, delay or inability results from or relates to any cause beyond our reasonable control. This includes, but is not limited to:

16.1.1. War, terrorism, riot, civil unrest, strike, lockout or other labour action, Acts of God, storm, fire, earthquake, explosion, flood, electrical failure, confiscation and/or action of any government or governmental agency;

16.1.2. Any breakdown in communications whether between Us and You or between Us and any exchange or intermediate broker or other third party with or through whom we are dealing on Your behalf or the failure or defective operation of any computer system;

16.1.3. The absence or inaccuracy of any information provided to Us by You or on Your behalf by any exchange, information provider or any intermediate broker or other third party with or through whom we are dealing on Your behalf.

7. Terms of business (cont.)

17. Liability

17.1. Under no circumstances will We be responsible or liable for any losses not directly associated with a claim, including, but not limited to, any loss of business opportunity, arising from anything done or omitted to be done by Us or the breach by Us of any obligation to You except as a result of our willful default or our breach of the FCA's Rules.

17.2. You will indemnify Us against all costs, losses, claims and expenses which may be incurred or suffered by Us as a result of a breach by You of any of Your financial obligations, or of Your representations, warranties or undertakings under these Terms.

17.3. Nothing in these Terms shall operate to exclude or restrict any duties or liabilities that either party assumes under any applicable and relevant legislation that is incapable of exclusion or restriction.

18. Variation

18.1. We may change our arrangements with You at any time for a valid reason, such as: to respond proportionately to changes in applicable law, rules and regulations (including decisions of the UK Financial Ombudsman Service); to meet regulatory requirements; to reflect new industry guidance and codes of practice which raise standards of consumer protection; to respond appropriately to changes in the Bank of England Base Rate or other specified market rates; indices or tax rates; or to proportionately reflect other legitimate cost increases or reductions associated with providing a particular product or service. Terms, policies and agreements may include, but are not limited to, these Terms, our Terms of Service and Business for Retail and Professional Clients and the Intermediary Application form for Retail Clients. We will notify you of any changes in writing. We will endeavour to give you 28 days prior notice of changes to our charges becoming effective. If, as a result of changes, you wish to terminate, you may do so in accordance with these Terms.

19. Assignment

19.1. We may assign the terms of Our Agreement to another firm provided that We take reasonable steps to ensure that such a firm has all relevant regulatory licenses and that Your rights will not be prejudiced.

20. Governing Law

20.1. These Terms are governed by and shall be construed in accordance with English Law and the parties shall submit to the exclusive jurisdiction of the English Courts.

21. Language

21.1. The Agreement (including these Terms) are in the English language and all communications between us will be in English.

22. Acceptance of these Intermediary Terms of Business

22.1. These Terms become effective once We have received of a copy of them signed by You. There is no minimum duration. 22.2. These Terms supersede and replace any previous negotiations between Us and You confirm that You have not relied upon any representation, warranty, undertaking, covenant or statement given by Us which are not set out in this document. 22.3. By accepting these Terms, You confirm that:

22.3.1. You have the full power and authority to enter into and perform Your obligations;

22.3.2. You will provide any documentation that We may require throughout the duration of this Agreement;

22.3.3. You are not insolvent or bankrupt or subject to any insolvency proceedings;

22.3.4. Entering into these Terms does not contravene, conflict or result in a default under any applicable law, rule or regulation or other recognised governing factor which affect You and/or Your assets or any person whom You are acting on behalf of;

22.3.5. You will not use the service or any aspect of its offering in a way which is unlawful, libellous, obscene or threatening; and

22.3.6. All assets held by Us on Your behalf are free from all liens and charges by any third party.

23. Termination

23.1. Termination shall be effected by:

23.1.1. Either party giving the other notice in writing;

23.1.2. Either party immediately upon notice in writing of any of the following events:

a) Membership of any regulatory authority is terminated or suspended or any necessary authorisation from any regulatory authority is withdrawn for whatever reason.

b) A finding by a regulatory authority that there has been a breach of any regulatory duty and which is material to these terms.

c) Any step in the process of winding-up, bankruptcy or administration is taken.

d) Any material breach of any provision in these Terms.

23.1.3. Us immediately on giving notice in writing to You where:

a) You suffer a change in control, meaning any party owning or ceasing to own (directly or indirectly) not less than 50% of Your shares or voting rights.

b) You do or omit to do anything which in Our reasonable opinion could materially damage or otherwise negatively affect Our reputation.

23.2. It is Your responsibility to communicate termination of these Terms to the Client. If You notify Us that You are unable to, or We reasonably believe that You have not communicated the termination of these Terms to the client We may do so on Your behalf.

23.3. Termination shall result in the immediate cessation of any services provided by Us in respect of services provided in accordance with these Terms to You on behalf of all Clients.

23.4. Where termination occurs because of an event as outlined in 23.1.2. We shall be entitled to contact the Client direct to make arrangements for the continuation of Our services.

23.5. On termination of these Terms, Our fees shall continue to be payable for a period of 30 calendar days.

24. Miscellaneous

24.1. Our failure to delay in exercising any of Our rights shall not be a waiver or forfeiture of such rights. The rights and remedies provided for in these Terms are cumulative and not exclusive of any other rights or remedies provided by law, statute or otherwise.

24.2. You may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of Your rights and obligations under these Terms without Our prior written agreement.

24.3. If any provision or clause within these Terms becomes void or unenforceable in whole or in part for any reason, such unenforceability or invalidity shall not affect the enforceability or validity of the remaining provisions or clauses or part thereof contained in these Terms and such void or unenforceable clauses or provisions shall be deemed to be severable from any other provision or clause or part thereof.

24.4. 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 payment of all charges, costs and settlement liabilities due to us which arise from such business, except to the extent of such charges, costs and settlement liabilities are due to negligence, willful default and/or fraud on Our part.

8. Declaration

I/we confirm that the information provided is true and correct. In the event of any material change to any of the information provided I/we confirm that I/we will contact Walker Crips Investment Management with further details.

I/we acknowledge receipt of the Walker Crips Investment Management Intermediary Terms of Business and agree to be bound by the conditions.

I confirm that I carry the requisite authority to submit this information on behalf of the firm.

Signed	
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Print Name	Position in Company
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Date	FCA Individual Reference Number
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For internal use only	
Reviewed by (Print name)	Approved by compliance (Print name)
Signed	Signed
Date	Date
Notes	

Walker Crips Investment Management

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