

Intermediary Terms of Business for an 'Introducer' Relationship

Office Use Only

For intermediaries within the UK and EU.

This form is to be completed by professional and authorised firms who wish to hold a formal 'Introducer' status with Redmayne Bentley LLP.

A formal 'Introducer' status is required for those intermediaries who require Redmayne Bentley to provide one or more of the following:

- Access to our online portal *myRB*. Please note, receipt of the client's consent is required and it is your responsibility to obtain this consent via our *Introducer Data Access Consent Form* or other written evidence of the client's consent.
- Payment for referrals. Please note, this is only available for professional firms who 'account' for any payments received to their clients under their professional bodies' rules.
- The facility to collect client agreed remuneration or payments from the client. Please note, we require evidence of the client's instruction to facilitate collection of such payments, including the amount or percentage of funds, and the frequency.

All business is conducted on the basis of our published *Stockbroking and Dealing with Advice Terms of Business, Managed Portfolio Service Terms of Business, Investment Management Terms of Business* (available at www.redmayne.co.uk/terms) and the clauses and conditions below. We, Redmayne Bentley LLP, are regulated by the Financial Conduct Authority (FCA) and the services we provide to the client are under these *Intermediary Terms of Business for an Introducer Relationship*.

Focused Independent Advice

Our advisory managed and dealing with advice services provide advice on all types of investment instruments that might be suitable for our clients, but do not provide universal financial planning on non-investment instruments or products. Universal financial planning of this nature is available via our separate Financial Planning service.

Please complete in **BLOCK CAPITALS**. All of the below information is mandatory.

Name of Intermediary Firm _____
Address _____

Postcode _____ Tel. _____
Regulator _____ Registration/Licence Number _____
Country and Date of Incorporation _____ / _____ Country of Tax _____

Intermediary Contact:

Position _____ Title _____ First Name _____ Surname _____
Email _____ Redmayne Bentley Contact/Office _____

1. SCOPE OF THIS AGREEMENT

If your firm has more than one office and you would prefer for each office to sign their own *Intermediary Terms of Business* this can be accommodated and their portfolio will be linked with yours in order to enable compliance oversight from your Head Office.

If you would prefer this option, please indicate here.

If this is an additional form for an office please indicate your Head Office Agent Code here: _____

PRIVACY POLICY

Our *Privacy Policy* contains information on how we will store and use your personal information and your rights in relation to this. You can view our full *Privacy Policy* online at www.redmayne.co.uk/privacy or ask us for a hard copy.

2. STATUS DISCLOSURE

You are independent of Redmayne Bentley and are EITHER

- Authorised and regulated by the FCA, under the Financial Services and Markets Act 2000 (FSMA) and the Markets in Financial Instruments Directive II (MiFID II) to undertake controlled activities.

OR

- A professional firm (Law or Accountancy) subject to the rules of a designated professional body and any regulated activities performed by you are incidental to your provision of professional services.

INTRODUCER RELATIONSHIP

3. OUR RELATIONSHIP WITH YOU

N.B. In the event that you may wish to deal with us on an ‘agent’ basis (where we will deal directly with you as our client) for one service type and on an ‘introducer’ basis for another, you will need to complete two separate *Intermediary Terms of Business* forms in respect of each arrangement and we will then create two intermediary portfolio IDs for you to use depending on the nature of the individual client relationship.

You wish us to treat your client(s) as our client(s), meaning that we will deal directly with them.

- a. For this purpose we will categorise your client(s) as a Retail Client in accordance with the FCA glossary definition. The client(s) has/have the right to request a different client categorisation and should discuss this with us before proceeding. Please note we are not obliged to accept any such request to be recategorised.
- b. We will conduct all due diligence on clients you introduce to us, at least sufficient to comply with the fourth Money Laundering Directive (and any successive legislation) and shall continue to monitor clients for potential Politically Exposed Person status or matches against HM Treasury’s list of financial sanctions.
- c. We will take trading and other instructions from each individual client regarding their portfolio and them alone, unless we have authorisation from the client.
- d. For investment management services, we will undertake full ‘Know Your Client’ (KYC) due diligence on each client in order to determine their attitude to risk and capacity for loss to conduct our management of the portfolio(s).
- e. We will provide the client with all required information, disclosures, explanations, risk warnings and other documentation, including our relevant *Schedule of Charges*, *Terms of Business*, *Stockbroking: A Summary of Key Information* and our *Guide to Investing*, as appropriate.
- f. You confirm that in selecting our services as those to be introduced to each client you have applied your knowledge, skill, expertise and understanding of potential risks in doing so.
- g. We will undertake assessments of appropriateness for Complex Instruments under the FCA Conduct of Business Sourcebook (COBS 10) rules and/or suitability for investment management services when relevant.
- h. Without prejudice to the other clauses of these *Intermediary Terms of Business for an ‘Introducer’ Relationship*, contract notes, confirmations and statements will be rendered to your client in the name of your client only. On request, we can provide access to *myRB* subject to receiving signed instructions from your client. Our *Introducer Information Access Consent Form* can be used, this is your responsibility to obtain.
- i. These *Intermediary Terms of Business for an ‘Introducer’ Relationship* are binding between the parties. They may only be varied by us when giving you reasonable written notice.
- j. Since we will be treating your client(s) as our own we will deal directly with them. To ensure our compliance with applicable data protection legislation, we shall provide them with any required privacy-related information and ensure that we obtain any required consent regarding email marketing to them. We shall bear no responsibility for any obligations you may be required to comply with under data protection legislation.
- k. For data protection purposes, the parties acknowledge that they are each a controller in respect of the personal data that they handle, including that of clients, and that they shall each remain responsible for their own compliance with applicable data protection legislation. You further agree that you shall provide us with all reasonable assistance that we may require in connection with the personal data shared between us, including but not limited to, in respect of dealing with requests made by individuals to exercise their rights in relation to the personal data we may process, the preparation of data protection impact assessments, audits, inspections and consultations with the Information Commissioner’s Office.

- Please tick here to confirm your understanding of this section.

4. REFERRAL FEES

Due to inducement rules in COBS 2, we are unable to share commission on trades except to firms of solicitors and accountants who confirm they will 'account' for such payments to the underlying client according to the rules of their professional bodies.

Please tick here to confirm any payments will be accounted for and passed to the client in accordance with your professional body rules.

5. FACILITATION OF CLIENT FEES

Please confirm that you understand that any introductory or regular fee payable to you by us for the services you provide to the client in connection with our discretionary or advisory investment management or other services we provide, will be agreed with the client and evidenced to us by your client's signature on our separate *Third Party Fee Authority Form* or other document.

Our approach is to send the client separate invoices for our fees and your adviser charges to ensure that as initiated by the Retail Distribution Review, and superseded by MiFID II, these payments cannot be interpreted as commission paid to you, but are simply a third-party payment.

Please tick here to confirm your understanding of the above.

6. PAYMENTS TO INTRODUCERS

Please confirm your bank/building society account details below (if applicable):

Name of Bank/Building Society _____

Bank Address _____

_____ Postcode _____ Name of Account _____

Sort Code _____ / _____ / _____ Bank Account Number _____

Additional requirements for Non-UK Bank Accounts:

IBAN _____ SWIFT/BIC Code _____

INTRODUCER DECLARATION

I agree to the Terms of Business set out on behalf of the introducer by _____

(Print Name of Signatory)

PLEASE SIGN HERE



SIGNATURE

____ / ____ / ____
DATE

Please sign and return these *Intermediary Terms of Business for an 'Introducer' Relationship* to your usual Redmayne Bentley contact/office and retain a copy for your records.

