

# Intermediary Terms of Business

## March 2021





## 1. Operative Conditions

1.1 In this Agreement unless the context otherwise requires:

**“Account”** means the accounts which We will open for a Client.

**“Act”** means the Financial Services & Markets Act 2000 as from time to time amended or re-enacted.

**“Adviser charge”** means the charge agreed between the Intermediary and their Client for providing initial advice and services.

**“Agreement”** means these Intermediary Terms.

**“Application Form”** means an application in the form prescribed by the Company and completed by a Client in respect of an Investment.

**“Anti-Money Laundering Requirements”** means all statutory and other requirements relating to money laundering, including the Drug Trafficking Act 1994, the Terrorism Act 2000, the Proceeds of Crime Act 2002, the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (as amended from time to time), the Guidance Notes for the Financial Sector of the Joint Money Laundering Steering Group (JMLSG) and any applicable FCA Rules or other territory equivalent (Financial Action Task Force included) as amended from time to time.

**“Authorised Person”** means a natural person or legal entity with Part IV permission to carry on investment business.

**“Client”** means any person, company, business or partnership, on whose behalf the Intermediary is acting, or may be acting.

**“Company”** means Meteor Asset Management Limited (Company number 5712610) which is authorised and regulated by the Financial Conduct Authority. The company is registered in England and its registered address is 55 King William Street, London, EC4R 9AD.

**“Data protection requirements”** means the Data Protection Act 2018 and EU General Data Protection Regulations (GDPR).

**“Force majeure event”** means an event that is outside Our reasonable control which could not reasonably be predicted or if predicted its consequences are too drastic to plan for in a contract. In these Terms it means any:

- (a) act of God, fire, earthquake, storm or flood;
- (b) explosion, nuclear accident or collision;
- (c) sabotage, riot, civil disturbance, insurrection, epidemic, national emergency (whether in fact or law) or act of war (whether declared or not) or terrorism;
- (d) requirement or restriction of or failure to act by any government, semi governmental or judicial entity (other than a regulatory change);
- (e) unavoidable accident;
- (f) loss of supply of essential services including but not limited to electrical power, telecommunications and essential third party services;
- (g) any ‘denial of service’ or other targeted network attack; and
- (h) any other cause beyond Our reasonable control as a consequence of which We can no longer provide services in respect of Your Account for a given period.

**“FCA”** means the Financial Conduct Authority or any successor regulator in the UK. which regulates Our investment business.

**“Intermediary”** means an authorised and regulated organisation to whom these Terms apply.

**“Investment”** means any investment or deposit based product offered or provided by the Company from time to time.

**“Meteor Investment Management Limited”** acts as administrator of the Investments. It is authorised and regulated by the Financial Conduct Authority (FCA) and must follow its rules as amended from time to time (“the Rules”). If there are any differences between the Rules and these Terms and Conditions the Rules will apply.

**“Regulatory Requirements”** means all applicable laws, statutes, statutory instruments, orders, regulations and codes of practice which may apply to a person or entity, as appropriate, including without limitation all directly applicable legislation and regulation of the European Parliament and Council, domestic legislation of the United Kingdom or any part thereof, the Act and all



laws, enactments, rules, regulations, statements, codes, guidelines, accreditation requirements and other requirements made under the Act or made or imposed by the FCA and any requirements imposed by any other regulator, tax authority or public authority.

**“Services”** means the services we make available to you including, but not limited to, (i) the use of our web-based system, (ii) provision of support and training materials and, (iii) responding to queries within a reasonable period.

**“Target Market”** means a group of investors with certain investment characteristics and objectives

**“TCF”** means the FCA principle of Treating Customers Fairly to achieve the FCA Consumer Outcomes for Clients in accordance with the FCA Rules.

**“Terms”** means these Intermediary Terms of Business.

**“We or Us or Our”** means Meteor Asset Management Limited or any other company within the Meteor group to which Meteor Asset Management Limited’s rights and obligations under these Terms are transferred from time to time.

**“You or Your”** means the person, company or firm named in the Appendix to these Terms.

- 1.2 Any reference in this Agreement to writing or cognate expressions includes a reference to e-mail or facsimile transmission or comparable means of communication.
- 1.3 Any reference in this Agreement to provisions of a statute or statutory instrument shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.
- 1.4 The headings in this Agreement are for convenience only and shall not affect its interpretation.

## 2. Scope and Classification

- 2.1 These Terms set out the conditions on which the Company will transact business with an Intermediary including the operation of Accounts and supersede any previous Terms issued to the Intermediary.
- 2.2 These Terms are legally binding and (subject to any amendments or special terms which the Company notifies to the Intermediary in writing in accordance with Clause 16) they apply to any dealings in the Company’s Investments, which the Intermediary may carry out with or through the Company. By placing business with the Company the Intermediary is deemed to have read, understood and agreed to these Terms. The Company will not accept business on any other basis.
- 2.3 The Company will treat the Intermediary as a Professional Client under FCA Rules. The Intermediary may request to be treated under a different categorisation, although the Company may not be obliged to agree to any other categorisation.
- 2.4 The Company will not accept any Application Forms or any instruction from an Intermediary who is not, or who has ceased to be, an Authorised Person or an exempt person under the Act or relevant territory equivalent.
- 2.5 These Terms constitute the entire agreement between the parties relating to the matters and transactions contemplated by them. The Intermediary has not relied upon any representations other than those made by the Company and expressly set out in these Terms.
- 2.6 The Company reserves the right at its absolute discretion to cease to accept business from, or to refuse business proposed by, an Intermediary.

## 3. Delegation of Services

- 3.1 By Your acceptance of these Terms, You acknowledge and consent to the delegation by Us of certain administrative and custodial functions, including holding client money and client assets, to third parties. While We have satisfied, and will continue to satisfy, ourselves that such third parties are competent to carry out these delegated functions We will not be liable to You for the acts or omissions of any such third parties who are not part of the Meteor group.
- 3.2 By Your acceptance of these Terms, You acknowledge and consent to the delegation by Us of some or all of the services to such third parties as We may from time to time appoint, and undertake to co-operate fully with all such third parties.



3.3 Your contractual relationship will remain at all times with Us (or such other company as We transfer Our rights and obligations to under clause 16).

### 4. Agency

4.1 The Intermediary will be the agent of its Clients in relation to all business under these Terms. The Intermediary has no authority whatsoever to bind or to act or hold itself out as the agent or representative of the Company or of any associated company. In particular the Intermediary has no authority to collect or hold Investment monies, subscriptions or contributions on behalf of the Company or to advertise the Company's products other than in the normal course of its business as an agent of the Client.

### 5. Procedures

5.1 The Intermediary shall:

- 5.1.1 at all times comply with all appropriate Regulatory Requirements including, but not limited to, being authorised under the Act for the type of business conducted (either directly, as an appointed representative (within the meaning of section 39 of the Act) or a duly licensed member of a designated professional body), holding the correct scope of permissions, maintaining the required level of skills and knowledge to advise on the Investments, provision of suitable advice, prevention of money laundering and fraud, anti-bribery and corruption, anti-tax fraud, anti-slavery and human trafficking, communication with Clients and treating customers fairly. You will inform Us immediately if You breach this clause;
- 5.1.2 deliver all applications received for Investments to the Company at the earliest possible opportunity;
- 5.1.3 advise the Company immediately upon receipt of any information which may relate to an application for, or an existing, Investment;
- 5.1.4 not make any representations to Clients or give any warranties other than those contained in the standard documentation provided by the Company;
- 5.1.5 co-operate fully with the Company in respect of any complaint or investigation; and
- 5.1.6 co-operate fully with the Company to enable it to meet its obligations under the Regulatory Requirements.

5.2 The Intermediary shall forward all monies payable to the Company at the earliest possible opportunity. Where payments in respect of Investments are in the form of a crossed cheque, the cheque should be marked "Account Payee only" and drawn in favour of 'Meteor Investment Management Limited Client Account'. If the cheque is drawn on a building society, company or scheme account the Client's name should also be stated on the face of the cheque.

5.3 The Intermediary will be responsible for safeguarding user log-in details to the Company's web based services, ensuring that any new passwords chosen are strong and that individual adviser access rights are maintained. Access can be set up at company level and then for each adviser (with control of adviser access rights at company level). The secure online access to details of Clients' Investments includes valuations at any date and transaction history.

### 6. Suitability and Appropriateness

6.1 The Intermediary shall not invite or assist a Client to purchase any Investment unless and until the Intermediary has offered and provided to the Client, all disclosures, warnings and other information required to be provided or offered in accordance with FCA Conduct of Business Rules and any subsequent guidance.

6.2 The Intermediary is fully responsible for assessing the suitability and appropriateness of Investments for Clients, in accordance with the FCA Rules and any subsequent guidance.

6.3 The Intermediary is fully responsible for introducing Products to Clients who meet the Target Market criteria, as set out in the product literature and for assessing and monitoring that the Application Forms submitted are for Clients who meet the Target Market criteria.



## 7. Warranties, Representatives & Undertakings

- 7.1 The Intermediary warrants, represents and undertakes:
- 7.1.1 to comply at all times with the Regulatory Requirements including those in relation to anti-bribery and corruption, anti-tax fraud and anti-slavery and human trafficking;
  - 7.1.2 to comply with all applicable laws and regulations to which it may be subject in relation to marketing or advising on products and, in particular, it will have regard to the restrictions that may be applicable to such activities in the jurisdiction(s) in which the Intermediary conducts such business;
  - 7.1.3 that it will do nothing which may render the Company in breach of such laws and regulations;
  - 7.1.4 to procure that all its employees, directors, officers and agents shall comply with these Terms;
  - 7.1.5 to ensure that its advisers receive the relevant training, have the appropriate knowledge and skills to provide advice to Clients on the products of the Company and hold a current valid Statement of Professional Standing;
  - 7.1.6 to comply with the FCA Conduct of Business Rules as applicable to its business in relation to the provision of Key Information Documents and their disclosure to Clients of fees or other remuneration received by it;
  - 7.1.7 to comply with the regulatory requirements as applicable to its business in relation to Adviser charging;
  - 7.1.8 not to issue any circular, advertisement, leaflet or other promotional materials relating to the Investments without Our approval to do so. At Our sole discretion We may also seek the additional approval of the counterparty; and
  - 7.1.9 to make such records and documents to confirm compliance available to the Company, on request.
- 7.2 The Company shall not be liable for any loss suffered by a Client as a result of the Intermediary's failure to provide or delay in providing any documentation or anything else required under these Terms.
- 7.3 Nothing in these Terms shall override Your duty to act in the best interests of Your Clients. You must treat Your Clients fairly in accordance with the TCF.

## 8. Prevention of Money Laundering and Fraud

- 8.1 The Intermediary undertakes to comply with the Anti-Money Laundering Requirements.
- 8.2 The Intermediary undertakes full responsibility for verifying the identity of Clients and the maintenance of records with supporting evidence and methods used to verify identity as required under the Money Laundering Requirements in respect of any transaction with the Company.
- 8.3 The Intermediary undertakes, at the time an Application Form is submitted, to complete and retain a "Confirmation of Verification of Identity Certificate" as detailed in the current JMLSG Guidance Notes.
- 8.4 The Intermediary undertakes to provide the Company with such records of verification and other records as the Company requires.
- 8.5 In the event of business being received from countries/territories whose Anti-Money Laundering legislation is considered to be non-comparable to the requirements placed upon the Company, then the Company reserves the right to:
- 8.5.1 verify the identity of both the Intermediary and the potential client; and
  - 8.5.2 request enhanced identification documentation in relation to the potential client before allowing any business to proceed.

## 9. Anti-Facilitation of Tax Evasion

- 9.1 The intermediary undertakes to comply with the Criminal Finances Act 2017, in particular with regard to the prevention of the facilitation of tax evasion.

## 10. Disclosure

- 10.1 The Intermediary undertakes to notify the Company in writing if:
- 10.1.1 there are any material changes to its legal constitution;
  - 10.1.2 the principal or any directors or partners are charged with, or convicted of, an offence involving fraud or other dishonesty;
  - 10.1.3 the Intermediary or any principal or director or partner enters into a voluntary arrangement with creditors or commences or has bankruptcy or liquidation proceedings initiated against him/her or has a receiver appointed over his/her assets;
  - 10.1.4 the Intermediary ceases to be an Authorised or exempted Person;
  - 10.1.5 the Intermediary transfers his business and assets to another firm, company or person;
  - 10.1.6 the Intermediary has been suspended from conducting business by the FCA;
  - 10.1.7 there is a change in the Intermediary's permitted activities, which may affect business conducted under these Terms;
  - 10.1.8 it receives and upholds a complaint concerning any Investment;
  - 10.1.9 they are aware of any pending or threatened regulatory or legal proceedings or other circumstances affecting it, which would be likely to affect adversely its performance under this agreement; and
  - 10.1.10 there is a change in any of the relevant details provided on the Intermediary Information and Consent Form.
- 10.2 The Intermediary undertakes to disclose to the Company immediately any complaint received from a Client, another Intermediary, or any regulatory body relating to any of its regulated business activities
- 10.3 The Intermediary shall, both before and after termination of this Agreement, keep all information, whether written or oral, relating to Meteor and its Investments and product structures, confidential and shall not disclose such information to any other person or seek to use it to gain any commercial advantage for themselves or any person or entity, without prior consent from Meteor. For the avoidance of any doubt this obligation shall not apply to information which:
- 10.3.1 is set out in any marketing documents produced by Meteor;
  - 10.3.2 has ceased to be confidential without default on the part of the Intermediary; and
  - 10.3.3 has been received from a third party who has not received it in confidence.

## 11. Adviser charges

- 11.1 All matters relating to the payment of Adviser charges by the Company to the Intermediary shall be governed by these Terms, as amended from time to time, together with the Regulatory Requirements.
- 11.2 The Company will act in accordance with a Client instruction with regard to payment of Adviser charges.
- 11.3 Adviser charges may be deducted from the Investment monies if the Client has instructed us to do so in writing or on the Application Form.
- 11.4 The Company will pay Adviser charges weekly, following receipt of cleared investment funds.
- 11.5 The Intermediary shall repay to the Company any Adviser charge received by the Intermediary in error.
- 11.6 The Company will not enter into any disputes between the Intermediary and a Client relating to Adviser charges.
- 11.7 The Company may deduct any amount due to be repaid to the Company from any amount due from it to the Intermediary.

## 12. Interest

- 12.1 The Company reserves the right to charge interest on any amounts which remain unpaid after they fall due, at the rate of 3% per

annum above the then current Bank of England base lending rate. Interest will accrue daily from the due date until the date of settlement.

## 13. Indemnity and Liability

- 13.1 Both parties will comply at all times with the Regulatory Requirements.
- 13.2 Both parties agree to co-operate with each other in connection with the application of the Regulatory Requirements.
- 13.3 We will only be liable to You for losses You suffer to the extent that these arise directly as a result of Our negligence or fraud. We will not be liable to You or have any responsibility for any loss or damage You suffer as a result of any event or circumstance that is not reasonably within Our control.
- 13.4 We do not guarantee that our systems can be accessed at all times or as indicated by Us. The Services may be temporarily unavailable or restricted for administrative or other reasons. If this happens We will endeavour to restore access and availability of the Services as quickly as possible. We will also take reasonable steps to allow You to place instructions by telephone during any such period.
- 13.5 We do not guarantee that our systems or the Investments will be available outside the UK, that accessing or using the services in any jurisdiction outside the UK is compliant with local laws or regulations or that the ISA information and/or the structured product information can be legitimately used or accessed outside the UK. We will not be liable for any loss or damage arising out of or in connection with such use or access, or out of the unavailability of the services outside the UK.
- 13.6 We will use reasonable endeavours to ensure that all information provided by Us is accurate, current and complies with relevant UK laws and regulations as at the date of issue. However, We cannot guarantee that this will be the case. We do not accept liability or responsibility for the completeness or accuracy of any information that We do not calculate and/or produce directly. For example, this may be out of Our control where We are reliant on a third party to provide accurate information. Data computations which are not made by Us are not guaranteed by Us and may not be complete or accurate.
- 13.7 Nothing in these Terms will exclude or limit any duty or liability We may have under the regulatory system as defined by the FCA Rules.
- 13.8 Nothing in these Terms will exclude or limit any obligation We may have in common law, and in particular for fraud or for misrepresentation as to a fundamental matter.
- 13.9 Any software which relates to the services is downloaded at Your own risk. We do not warrant the suitability of any such software that You download and accept no liability for any problems with Your computer that may arise as a result. If You are in any doubt as to the suitability of software to be downloaded, We recommend that You obtain specialist advice before downloading.
- 13.10 Without prejudice to any other indemnity contained within these Terms, the Intermediary shall indemnify and keep the Company indemnified against all losses, costs, damages, liabilities, charges and claims incurred by the Company directly or indirectly as a result of:
- 13.10.1 any breach by the Intermediary or any of its employees, directors, officers or agents of any of these Terms or in tort;
  - 13.10.2 any failure by the Intermediary or any of its employees, directors, officers or agents to provide suitable advice to a client;
  - 13.10.3 any failure by the Intermediary or any of its employees, directors, officers or agents to comply with the provisions of the Act, the Money Laundering Requirements, the FCA Rules or any other territory equivalent; and
  - 13.10.4 any inaccuracy of any information, statement or instruction made or given to the Company by the Intermediary or any of its employees, directors, officers or agents pursuant to these Terms, including without limitation to the forgoing, any incorrect statement about the status of a Client under the Cancellation Rules if applicable.

## 14. Data Protection

### General Provisions

- 14.1 The EU General Data Protection Regulation (GDPR) and the Data Protection Regulation 2018 (DPA 2018) provides the current legal framework for the protection of personal data in the UK. All references to 'Data Protection Law' in the following clauses mean the GDPR and DPA 2018 or any other applicable law or regulation.



- 14.2 You agree to Us holding personal and financial information about You, Your directors and/or employees on computer and manual systems. The information held by Us may be disclosed by Us only to members of the Meteor group, providers of structured products and to Our agents, service providers and sub-contractors, present and future, who administer or process such information on Our behalf for the purposes of performing Our obligations under this Agreement.
- 14.3 'Personal data', 'sensitive personal data', 'data processor' and 'data controller' have the same meaning in this clause as in the Data Protection requirements, the Data Protection Act 2018 and the EU General Data protection Regulations (GDPR) (together 'data protection requirements').
- 14.4 Personal data concerning Your Clients will be held, processed, used and transferred in accordance with the provisions below until the separate Client terms have been agreed to by such Clients.
- 14.5 Both parties undertake to comply with the data protection requirements, and all relevant guidelines, in each case to the extent applicable to Our respective roles, and not to knowingly do anything or permit anything to be done to cause a breach of such requirements or guidelines.
- 14.6 In accordance with the data protection requirements We may process, transfer and disclose Your personal and/or sensitive personal data, and that of Your directors, employees, Clients and prospective Clients, for the purposes of:
- 14.6.1 providing the services, managing accounts and complying with instructions;
  - 14.6.2 verifying identity and taking credit decisions;
  - 14.6.3 detecting and preventing fraud;
  - 14.6.4 complying with laws and public duties;
  - 14.6.5 monitoring and/or recording telephone calls and electronic transactions in order to carry out instructions accurately, to assist in improving the services and in the interests of security and crime prevention; and
  - 14.6.6 analysis in order to assess and improve the service provided by the Meteor group.
- 14.7 We or Our service providers and sub-contractors may transfer or process Your personal and/or sensitive personal data, or that of Your Clients or prospective Clients, outside the European Economic Area to other countries that may not offer the same level of data protection as the UK. This may involve the transfer of such data by electronic media including the internet. Where such data is transferred outside of the UK, We will ensure that the recipient agrees to keep the data confidential and hold it securely in accordance with the requirements of the Data Protection Law.
- 14.8 If the relationship between Us and You is terminated in accordance with clause 17, You appoint Us, as Your data processor, to delete all prospective Clients' personal and/or sensitive personal data as soon as is reasonably practicable after such termination.

## 15. Cookies

- 15.1 Our web based system uses cookies. A cookie is a piece of information that is saved to the hard drive of Your computer and remembers data about the configuration of Your computer.
- 15.2 We may use this data to track Your movements through the system to find out how the site is being used and assess its usefulness. Personal information about You is not collected during the tracking process.
- 15.3 We also use persistent cookies if You have registered for any of Our online services. These cookies allow Us to make the logging-in process easier and more secure. They will also pre-populate Your details should You need to complete one of Our online forms.
- 15.4 You can disable the cookies that We attach if Your browser supports this. For further information on how to do this, please refer to [www.aboutcookies.org](http://www.aboutcookies.org). However, You should bear in mind that if You exercise this option, You may be unable to use some of the services.

## 16. Trademarks

- 16.1 The Intermediary will not produce, publish or distribute any promotional documentation, pamphlets or other materials, or establish any internet sites, containing or otherwise using any trademarks, logos or other intellectual property of which the Company is the registered proprietor unless it shall first have obtained a written license to do so. Details of the licensing procedure are available from the Company. This clause shall not apply in respect of the distribution to Clients of Intermediaries' material supplied by the Company for this purpose.



## 17. Anti-Bribery and Corruption

- 17.1 Both parties undertake that they shall take a zero tolerance approach to bribery and shall observe the highest ethical standards in sourcing or introducing business and supplying or providing services. The parties agree that neither they nor any associated person shall offer, promise or accept any payment or gift to or from any person (directly or indirectly) for the purpose of influencing a decision.
- 17.2 Both parties undertake that they shall take an open and transparent approach to charging fees and that the amount and nature of any fees they receive, shall be communicated in a way that is fair, clear and not misleading and the parties warrant and represent that they are familiar with and shall comply strictly with all laws and regulations on bribery, corruption and prohibited business practices including but not limited to the Bribery Act 2010.
- 17.3 If the Intermediary identifies any illegal, corrupt or fraudulent practices or has any grounds to suspect such practices taking place in relation to the performance of this Agreement, then provided it is legally permissible to do so, the Intermediary shall advise the Company of such practice.

## 18. Modern Slavery and Human Trafficking

- 18.1 Both parties undertake that they shall take a zero tolerance approach to modern slavery and human trafficking within their business and within their supply chains.
- 18.2 If the Intermediary identifies any practices within its business or within its supply chain then, provided it is legally permitted to do so, the Intermediary shall advise the company of such practice.

## 19. Variation

- 19.1 The Company reserves the right to vary the terms of this Agreement from time to time by giving 30 days written notice to the Intermediary, except that the Intermediary must implement any amendment due to comply with Regulatory Requirements with immediate effect.
- 19.2 No variation shall affect Investments entered into prior to the date of variation.

## 20. Termination

- 20.1 Either party may terminate this Agreement by giving 30 days written notice to the other party.
- 20.2 The Company may terminate this Agreement with immediate effect if the Intermediary:
- 20.2.1 ceases to be authorised or exempted under the Act or relevant territory equivalent;
  - 20.2.2 ceases to have permissions from the FCA or relevant territory equivalent to carry on the business provided for in these Terms;
  - 20.2.3 dies, is declared bankrupt, goes into liquidation, makes a voluntary arrangement with its creditors or becomes the subject of an administration order or if an encumbrancer is appointed to take possession of the Intermediary's property or assets;
  - 20.2.4 acts in a manner likely to cause financial or reputational damage to the Company.
- 20.3 Following termination of this agreement the Intermediary will continue to provide any necessary details relating to Clients which the Company may require to comply with the Company's obligations under any relevant regulatory rules or requirements.
- 20.4 No compensation shall be payable to the Intermediary upon termination of these Terms.
- 20.5 All duties of non-disclosure, disclaimers, liability and indemnity and exclusions contained in these terms will survive termination.



### 21. Severability and Waiver

21.1 If any provisions of these Terms shall be held or made invalid by a court decision, statute or rule, or shall be otherwise rendered invalid, the remainder of these Terms shall not be affected. The waiving by the Company of any rights arising out of breach of any term of, or failure to meet any obligation under, these Terms on the part of the Intermediary shall not operate as a waiver in relation to another or continuing breach of the same term or of another or continuing failure to meet the same obligation by the Intermediary or in relation to a breach of any other provision of, or failure to meet any other obligation under, these Terms by the Intermediary.

### 22. Third Party Rights

22.1 Except where expressly provided within these Terms, these Terms are enforceable by the Company and the Intermediary or their permitted successors or assignees. No other person shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce a term of these Terms.

### 23. Force Majeure

23.1 The performance of Our obligations under these Terms may be interrupted and will be excused by the occurrence of a force majeure event affecting Us or any of Our sub-contractors.

### 24. Recording of Telephone Calls

24.1 The Company may record any telephone calls in order to carry out instructions accurately, to assist in improving the Services and in the interests of security and crime prevention

### 25. Sub-contractors

25.1 The Intermediary may only appoint sub- contractors to carry out any activities covered by the Agreement to the extent it has provided Us with two months' written notice of its intention to do so, setting out details of such proposed entity.

### 26. Governing Law and Jurisdiction

26.1 This Agreement shall be governed by and construed in all respects in accordance with English law and each party submits to the non- exclusive jurisdiction of the courts of England.

## Business Details

**You can either print this form out and fill it in or you can complete it digitally using the editable fields below, then print it out and sign it.**

Full name of business:

Trading Title (if different):

Business Address for  
correspondence:

Registered Office

Address:

Company Email:

Tel no:

Website:

Fax no:

Type of Company:

Limited Company

Partnership

Sole Trader

Ownership (if a private equity, please enter any shareholders or partners owning 25% or more, or the top 3 shareholders or partners below):

Other (please give details below):

Do you have an established contact at Meteor?

Yes

No

Name of Contact:

## Authorisation

Please provide details of Authorisation below:

FCA:

Designated Professional Body (DBP):

FCA/DBP Reference Number:

Which DBP?

Are you a member of a network?

Yes

No

Are you an Appointed Representative?

Yes

No

If yes please provide names & address of network below:

If yes please name Principal and address below:

## Nature of Business

Independent financial Adviser

Actuary

Restricted Adviser

Bank

Solicitor

Other (please give details below):

Accountant

# Intermediary Information and Declaration

## Type of client

Have you read and understood the Company's definitions of the Target Market criteria as set out in our product literature? Yes  No

Do you have clients who would be likely to fall into one or more of these groupings?

Retail clients	High net worth clients	Sophisticated clients
Professional investor	Institutional clients	

Do you consider products for:

All clients	Pension funds	Retired clients
For accumulation	For Income	

## Business Profile

Structured product business levels in the last 12 months: As a % of annual business:

Years advising on structured products:

Structured product provider(s) used:

### Breakdown of general investment business over the last 12 months (%)

ISA	Direct	Offshore Bonds
Pension Schemes	Unregulated Collective Investment Schemes	Non-advised sales

### Geographic spread in the UK

Total number of offices: North South East West

**Product shape preferences (if applicable, please list any preferences below):**

**Counterparty preference (if applicable, please list any preferences below):**

**Other Information (please list any other relevant information below):**

## Adviser profile

Number of advisers:

How many advisers have been assessed as competent to advise on structured deposits?

How many advisers have been assessed as competent to advise on structured investment products?

Is the accreditation internal or external?

How often do advisers undergo competence assessments:

# Intermediary Information and Declaration

Do you have a process in place to monitor ongoing competency of advisers in respect of structured products? Yes No

If yes, please describe below:

Would you be interested in Meteor carrying out generic or product specific training on structured products? Yes No

## Overseas business

In which countries do you write business or intend to write business in the future ( please indicate whether or not you have a branch network):

Country	Branch	Contact name	Proportion of business

If you are involved in business outside the UK, please complete our Offshore Terms of Business.

## Payment Details

Payment made to:

Bank: Account holder(s):  
Account Number:  
Bank sort code: - - Reference (if any)/  
Roll number:

## Key contact details

Please list the key contacts for your organisation - if you need more space please provide on a separate sheet.

Section	Contact Name	Telephone Number	Email Address
<b>Company Notifications and information</b>			
<b>Managing director</b>			
<b>Advisers</b>			
<b>Paraplanner</b>			
<b>New business</b>			

## Intermediary Information and Declaration

Section	Contact Name	Telephone Number	Email Address
Accounts			
Marketing/product research			
Product approval			
Compliance			
Administration			
Web access (access details will be sent by post, password by email)			

### Declaration

I/We acknowledge receipt of a copy of Meteor’s Intermediary Terms and Conditions dated June 2018 and agree to be bound by these terms.

I/We confirm that we will notify Meteor of any amendment to, or the cessation of, our authorisation or regulation by the FCA under the terms of the Financial Services & Markets Act 2000 as amended from time to time.

I/We confirm that all advisers hold a suitable Statement of Professional Standing.

Name:

Position:

Signature:

Date:

OFFICE USE ONLY			
Date of due diligence review:		by:	
Approved by:		date:	
Welcome pack sent on:		by:	
Passed to BDM on		by:	
Initial contact made on		by:	

Approved and issued by Meteor Asset Management Limited.  
Meteor Asset Management is authorised and regulated by the Financial Conduct Authority, Financial Services Register  
Number 459325.  
Financial Conduct Authority: 12 Endeavour Square London E20 1JN.

**M00737\_30 April 2021**



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