

# Terms of Business

## Definitions and Interpretation

In these Terms of Business the following expressions shall have the meanings set out below, unless the context otherwise requires:

**'Act'** means the Financial Services and Markets Act 2000, as may be amended, varied or replaced from time to time.

**'Application Form'** means an application in the form prescribed and completed by a Client in respect of an investment in a WCSI Product, as amended from time to time.

**'Business'** means the business of carrying on regulated activities under the Act.

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

**'FCA'** means the Financial Conduct Authority of the United Kingdom, or any successor regulatory authority carrying out all or any of the functions of the FCA applicable to the Business to which these Terms of Business relate.

**'FCA Handbook'** means FCA's Handbook of rules and guidance as amended from time to time.

**'Intermediary'** means the authorised and regulated entity (whether a company, a partnership or a sole trader) who conducts Business with WCSI and to whom these Terms of Business apply.

**'ISA'** means an Individual Savings Account under the Individual Savings Account Regulations 1998.

**'Money Laundering Regulations'** means the statutory and other requirements relating to Money Laundering including the Provisions of the Third Money Laundering Directive 2007, The Terrorism Act 2000, The Criminal Justice Act 1993, The Proceeds of Crime Act 2002, the Guidance Notes for the Financial sector published by the Joint Money Laundering Steering Group (and all directives, regulations and guidance notes issued in substitution or in amendment or addition) and any other relevant requirements of WCSI.

**'Product'** means any specified investment, deposit based investment or any commoditised investment service (such as an ISA) provided by or through WCSB or any WCSB Associated Company from time to time and marketed by the Intermediary under these Terms.

**'Terms', 'Terms of Business'** means these Terms of Business, as amended from time to time.

**'WCSB'** means Walker Crips Stockbrokers Ltd, Finsbury Tower, 103-105 Bunhill Row, London EC1Y 8LZ, authorised and regulated by the FCA (FRN: 226344) and registered with company number 04774117.

**'WCSB Associated Company'** means any body corporate in the same group (as defined in section 421 of the Act) as WCSB from time to time.

**'WCSI'** means Walker Crips Structured Investments, a trading name of WCSB.

## 1. Interpretation

- 1.1 Any reference to a statute, regulation or rule shall include reference to any such statute, regulation or rule as amended, re-enacted or replaced from time to time. Any reference to the singular includes the plural and any reference to gender includes each other gender as appropriate.

## 2. Authorisation

- 2.1 Each of WCSI and the Intermediary is authorised by the FCA to carry on regulated activities in the United Kingdom.
- 2.2 By signing these Terms the Intermediary confirms that it has all authorisations, registrations and permissions that it needs to carry out any Business conducted under these Terms of Business, in and from the jurisdiction where the Intermediary conducts its business.
- 2.3 Should the authorisation or the scope of authorisation of the Intermediary be restricted, suspended or revoked in any way, the Intermediary undertakes to notify WCSI immediately in writing of the occurrence of and details surrounding that event.

## 3. Application and Scope

- 3.1 These Terms of Business set out the conditions upon which WCSI accepts business from the Intermediary. They replace and supersede any previous Terms of Business issued to the Intermediary.
- 3.2 These Terms of Business are the only terms on which WCSI will transact business with the Intermediary. They are legally binding and (subject to any variations which may be agreed between the parties in writing in accordance with Clause 16), they apply to any dealings in Products, which the Intermediary may carry out with or through WCSI on or after the date on which the Intermediary signs these Terms of Business.
- 3.3 WCSI reserves the right in any circumstances and at its absolute discretion, not to accept Business from the Intermediary. The Intermediary shall be informed promptly if this discretion is exercised. WCSI will not accept Business from the Intermediary if it ceases to be an authorised person under the Act.
- 3.4 These Terms of Business constitute the entire agreement between the parties relating to the matters and transactions contemplated by them. Neither party has relied upon any representations other than those made by the other party and expressly set out in these Terms of Business.
- 3.5 The Intermediary shall comply with all statutes, statutory instruments, orders, regulations and codes of practice, which may apply to its business and in particular observe strictly the requirements, rules and regulations of the Act and the FCA.

#### 4. Client Categorisation

- 4.1 WCSI will categorise each of the Intermediary's underlying Clients as retail Clients, subject to WCSI accepting a request in writing from the underlying Client to be categorised differently.

#### 5. Agency

- 5.1 The Intermediary will be treated as agent of its underlying Client in relation to Business conducted under these Terms. The Intermediary has no authority whatsoever to bind or to act or to hold itself out as the agent or representative of WCSI or of any WCSB Associated Company. In particular the Intermediary has no authority to collect or hold premiums, subscriptions or contributions on behalf of WCSI or to advertise any of WCSB's products other than in the normal course of its business as an agent of the Client.
- 5.2 The Intermediary warrants that it will not submit an Application Form to invest in a Product in respect of any Client without the full authority of the Client and that, in forwarding any Application Form, it has the required authorisation and permissions under the Act and/or any other legislation or regulations relevant to the Product being applied for, allowing the Intermediary to act as the Client's adviser in respect of investment in that Product.

#### 6. Suitability and Appropriateness

- 6.1 The Intermediary accepts sole responsibility for assessing the suitability and/or appropriateness of Products for its Clients in accordance with FCA rules. In particular, the Intermediary:

(i) acknowledges that it is a sophisticated investment firm and has such knowledge and experience in financial and business matters as to be capable of evaluating the risks and merits for a specific Client of an investment in a Product;

(ii) acknowledges and agrees that it is solely responsible for evaluating all information provided to it related to and in respect of the Product; that it is solely responsible for recommending the purchase of the Product by a specific Client; and that it shall obtain representations from each such Client that the Client has not relied on any statements made by WCSI in making any decision to invest in the Product but that the Client's decision to invest in the Product is made solely in reliance on advice provided by the Client's independent advisers as to the financial, legal, regulatory, tax and accounting treatment of the Product, based on the Intermediary's marketing, promotion and distribution of the Product;

(iii) acknowledges and agrees that it will evaluate each potential Client's investment profile, so as to make a determination of the capability of each such Client to understand and to evaluate the risks and merits of an investment in any relevant Product and that it will determine whether the Product to be sold to a Client is a suitable investment, and whether the price at which the Product is to be sold to a Client is at an appropriate price, for each Client in connection with the distribution, promotion and marketing of the Product;

(iv) acknowledges and agrees that it shall ensure that any potential Client to whom it promotes and markets the Product in connection with a distribution:

- understands that WCSI has not provided, nor will be deemed to have provided, any legal, regulatory, tax or accounting advice, nor accepts any responsibility to any Client for the appropriateness of the Product for any Client or for the performance of the Product;
- has determined, based solely on its own independent review and such professional advice as it has deemed appropriate under the circumstances, that purchase of the Product is fully consistent with its financial needs, objectives and condition, complies and is fully consistent with all policies, guidelines and restrictions applicable to it, and it is fit, proper and suitable for it, notwithstanding the clear and substantial risks inherent in investing or holding the Product;

(v) acknowledges that it is solely responsible for determining whether each Client has satisfied all relevant requirements to be accepted as a Client in the Product including, without limitation, that each Client has provided to WCSI all necessary representations and warranties and relevant information to enable WCSI to satisfy its obligations as regards compliance with all applicable anti-money laundering legislation and regulatory requirements;

(vi) warrants not to invite or assist a Client to purchase a Product 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 the FCA Handbook;

(vii) warrants to pass on to its Client immediately upon receipt and without amendment, any documentation that is supplied by WCSI for the benefit of, or for completion by, the Client, including any application form, brochure and terms and conditions;

(viii) warrants to ensure each Application Form is completed by the Client with appropriate capacity and authority;

(ix) warrants to provide its FCA authorisation number (FRN) on each Application Form and to confirm the relevant suitability and/or appropriateness checks have been completed in respect of each Client.

(x) acknowledges and agrees that it shall not make any representation to Clients or give any warranties in respect of a Product other than those contained in the financial promotion material provided by WCSI in respect of the relevant Product and that it will comply with any marketing restrictions therein;

(xi) warrants to cooperate fully with WCSI's compliance officer in respect of any complaint or investigation.

#### 7. Documentation

- 7.1 WCSI reserves the right to send communications directly to the Client in respect of existing or prospective investment in its Products.

- 7.2 WCSI shall not send communications directly to Clients of the Intermediary in respect of any products which the Client does not hold with WCSI, including any other products which any WCSB Associated Company offers, unless it has first obtained the Client's express consent to do so, with the exception of the provision of the option to re-invest on maturity of an existing investment provided by WCSI and held by the Client.

- 7.3 The Intermediary must maintain and keep up to date and shall produce to WCSI on request, such records, books and accounts as WCSI may reasonably require in connection with Business effected with WCSI under these Terms in order to enable it to comply with any statutory or regulatory requirement.
- 7.4 The Intermediary will not:
- (i) issue any circular, advertisement, leaflet or other promotional material on an Application Form or document relating to WCSI or WCSI's business unless the document in question has been supplied by or approved in writing by WCSI;
  - (ii) alter or omit to transmit any information, supplied by WCSI for onward transmission to the underlying Client, or supplied by the Client for transmission to WCSI;
  - (iii) except as otherwise provided hereunder make any written or oral statements or representations which could in any way bind WCSI.

## 8. Adviser Remuneration

- 8.1 All matters relating to the payment of adviser remuneration by WCSI to the Intermediary shall be governed by these Terms of Business as amended from time to time, together with the regulatory rules, to the extent that such rules are applicable.
- 8.2 Commission
- (i) To the extent permitted under current regulations WCSI may pay commission to the Intermediary on structured deposits, at such rates as shall be notified to the Intermediary from time to time by WCSI, or as published in WCSI's literature, unless the Intermediary confirms in writing to WCSI that it does not wish to receive commission, or wishes to rebate some, or all, of the commission payable.
  - (ii) Where applicable, the Intermediary shall disclose to the Client that the Intermediary will receive commission and the amount of commission payable, in accordance with regulatory requirements.
- 8.3 Adviser Fees
- (i) In accordance with regulatory requirements the Intermediary will be remunerated in relation to personal recommendations it makes to a retail Client by way of an adviser fee agreed in writing and paid by the Client.
  - (ii) WCSI will be notified on the Application Form whether the remuneration will be settled between the Client and Intermediary, or whether WCSI will be required to pay the Intermediary on the Client's behalf.
  - (iii) The Application Form signed by both the Client and the Intermediary will become the principal record of the amount of remuneration agreed upon.
- 8.4 If a Client exercises a statutory or other right to cancel an Investment, any remuneration to be rebated to the Client will be agreed between the Intermediary and the Client.
- 8.5 If a Client exercises a statutory or other right of cancellation, or if an ISA is voided under the ISA Regulations, no remuneration will be payable and any remuneration (excluding VAT where applicable) already paid by WCSI in respect of the relevant transaction shall be repaid immediately by the Intermediary.
- 8.6 The Intermediary shall repay to WCSI any remuneration received by the Intermediary in error.
- 8.7 WCSI may deduct any amount due to be repaid to WCSI from any amount due to the Intermediary.
- 8.8 WCSI may, at its discretion, cease paying remuneration to the Intermediary:
- (i) if the Intermediary ceases to be authorised under the Act;
  - (ii) if the Intermediary ceases to have the appropriate permissions from the FCA to carry on the Business provided for hereunder; or
  - (iii) in respect of any person for whom the Intermediary has ceased to be the agent.
- 8.9 WCSI's statement of account (which may be contained in writing, disk, tape, direct on-line communication or any other method of communication agreed between WCSI and the Intermediary) shall be the primary record of remuneration due to the Intermediary and shall be final and binding except in the case of manifest error.
- 8.10 Remuneration will be paid to the Intermediary using BACS or other internationally accepted means of payment at a frequency to be agreed between the Intermediary and WCSI. WCSI shall not make any payments to the Intermediary until the balance on the Intermediary's remuneration account exceeds £50 or other currency equivalent. Sums below this figure will be held on the statement of account and paid at the next opportunity when aggregate remuneration for that period exceeds £50 or other currency equivalent.
- 8.11 The Intermediary shall be responsible for ensuring that its advisers are paid their share of such remuneration and shall remain liable for any refund of that remuneration that may become payable.
- 8.12 Either party (the "owed party") may at any time apply and offset any amounts owed by the other party (the "owing party") against any amounts from time to time owed (by way of remuneration or otherwise) to the owing party by the owed party.

## 9. Interest

- 9.1 WCSI reserves the right to charge the Intermediary interest on any sums that remain unpaid after they fall due at the rate of 2% per annum above the prevailing Bank of England base rate. Interest will accrue daily until such time as the debt has either been repaid by the Intermediary or offset against other remuneration payable in accordance with Clause 8.11.

## 10. Cancellation

- 10.1 Where requested, the Intermediary shall provide WCSI with any details or information which WCSI may instruct in order for WCSI to discharge its obligations under the Cancellation Rules in the FCA Handbook, including the name and address of any Clients, the terms of any Client agreement between the Intermediary and its Clients, and whether or not the Clients fall within one of the exceptions to the requirement to serve a cancellation notice, in accordance with the FCA Handbook.
- 10.2 WCSI reserves the absolute discretion to elect to send a cancellation notice, if applicable, to the Intermediary's Client.

- 10.3 The Intermediary acknowledges that WCSI has the right in its discretion to cancel the launch of any Product, and to reject the investment in a Product by any Client.
- 10.4 Where an investment is cancelled by a Client in accordance with the Client's rights under the FCA rules, and a shortfall calculated is payable to WCSI, the Intermediary shall be responsible for procuring the payment by the Client of that shortfall.
11. Money Laundering
- 11.1 The Intermediary confirms that:
- (i) it has established anti-money laundering and anti-terrorist financing policies and procedures to ensure compliance with all relevant UK legislation as well as FCA rules and guidance;
  - (ii) investments will be made on behalf of the Client whose details are provided on the application form;
  - (iii) it has verified the identity of each Client in accordance with the Money Laundering Regulations including, where appropriate, the verification of the identity of beneficial owners;
  - (iv) it has performed and will continue to perform enhanced due diligence on any Client who has been identified as a politically exposed person (PEP) or who otherwise poses a higher than normal risk;
  - (v) it will notify WCSI immediately where it becomes aware of any changes to the identity of any Client;
  - (vi) will retain a fully completed pro-forma Confirmation of Verification of Identity Certificate as detailed in the current JMLSG Guidance Notes in respect of all business introduced to WCSI where the Intermediary has carried out standard or enhanced verification checks of the Client's identity;
  - (vii) all relevant verification documentation and transaction records in relation to Clients will be retained for a period of at least 5 years after its relationship with the Client ceases;
  - (viii) it will make available evidence of verification of identity to WCSI upon request;
  - (ix) it recognises and agrees that WCSI will rely upon the Intermediary for the purposes of Regulation 17 of the Money Laundering Regulations 2007 and the Intermediary undertakes to advise WCSI immediately should its licence, registration or permissions be revoked or altered;
  - (x) no Client, or representative of a Client, is named on a list of prohibited persons, countries, territories, including jurisdictions identified by the Financial Action Task Force (FATF) as being a sanctioned country or territory, entities and individuals maintained by the US Treasury Department's Office of Foreign Assets Control (OFAC) and any other sanctions lists that are released by the UK Government, the United Nations or relevant jurisdiction;
  - (xi) In the event of an Application Form being received from countries/territories whose Money Laundering legislation is considered to be non-comparable to the requirements placed upon WCSI, WCSI reserves the right to:
    - reject the Application Form; or
    - verify the identity of both the Intermediary and the Client, and request enhanced identification documentation in relation to the Client before allowing an Application Form to be accepted.
12. US Investors
- 12.1 The Intermediary acknowledges that none of its Clients on behalf of whom an Application Form is submitted for the purpose of investing in a Product is a US person as defined in Regulation S of the United States Securities Act 1933.
13. Anti-Bribery and Corruption
- 13.1 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.
- 13.2 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.
- 13.3 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 these Terms of Business, then provided it is legally permissible to do so, the Intermediary shall advise the Company of such practice.
14. Indemnity and Liability
- 14.1 Without prejudice to any other indemnity contained in these Terms of Business, the Intermediary shall indemnify and keep WCSI and any WCSB Associated Company indemnified against all losses, costs, damages, liabilities, charges and claims incurred by WCSI directly or indirectly as a result of:
- (i) any breach by the Intermediary or any of its employees, directors, officers or agents of any of these Terms of Business or in tort; or
  - (ii) 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 or the rules of the FCA; or
  - (iii) the inaccuracy of any information, statement or instruction made or given to WCSI by the Intermediary or any of its employees, directors, officers or agents pursuant to these Terms of Business, including, without limitation to the foregoing, any incorrect statement about the status of the Intermediary's Client under FCA Cancellation Rules, if applicable.
- 14.2 Without prejudice to the indemnities contained elsewhere in these Terms of Business, the Intermediary shall indemnify and keep WCSB and any WCSB Associated Company indemnified against all losses, costs, damages

or claims which WCSI or any WCSB Associated Company may suffer or incur as a result of relying upon any provisions contained in an agreement between the Intermediary and its Client.

14.3 WCSI will use reasonable endeavours to ensure that all information provided by WCSI is accurate, current and complies with relevant UK Laws and regulations as at the date of issue. However, WCSI cannot guarantee that this will be the case. WCSI does not accept liability or responsibility for the completeness or accuracy of any information that WCSI does not calculate and/or produce directly.

14.4 WCSI will only be liable to the Intermediary for loss arising directly as a result of WCSI's negligence, fraud or willful default. WCSI shall not be liable to the Intermediary, or have any responsibility, for any loss or damage suffered by the Intermediary as a result of any event or circumstance that is not reasonably within WCSI's control.

14.5 Nothing in these Terms of Business shall exclude or limit any liability of WCSI for any matter for which it would be illegal for WCSI to exclude or attempt to exclude its liability or for fraud.

## 15. Communications

15.1 The Intermediary should address all notices and other documents to:

Walker Crips Structured Investments  
Finsbury Tower  
103-105 Bunhill Row  
London  
EC1Y 8LZ

Communications will not be treated as effective until received at the above address.

15.2 The Intermediary shall communicate with WCSI in writing, (which includes communicating by facsimile or electronically). WCSI shall not accept or act upon oral instructions from the Intermediary.

15.3 Any letter or other document will be deemed to have been fully served upon the Intermediary if it is sent by post or left at the Intermediary's address last notified to WCSI in writing by the Intermediary. Any letter or other document sent by first class post will be deemed to have been served on the business day following that on which the envelope containing the same is posted and in proving such service it will be sufficient to prove that such envelope was properly addressed, stamped and posted.

15.4 WCSI 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. The recordings shall remain WCSI's sole property and shall be conclusive of any disputes between WCSI and the Intermediary or Client.

## 16. Variation and Assignment

16.1 WCSI reserves the right to vary these Terms of Business from time to time by giving 30 calendar days' written notice to the Intermediary, except that the Intermediary must implement any amendment due to comply with regulatory requirements with immediate effect.

16.2 No variation shall affect investments entered into prior to the date of variation.

16.3 The Intermediary shall not be entitled to subcontract or transfer any rights and obligations hereunder without the prior written consent of WCSI, provided always that WCSI shall not unreasonably withhold such consent.

## 17. Termination

17.1 Each party may terminate the agreement constituted by these Terms of Business by giving not less than 30 calendar days' written notice to the other party.

17.2 WCSI may terminate this agreement with immediate effect if the Intermediary:

- ceases to be authorised under the Act;
- ceases to have permissions from the FCA to carry on the Business provided for hereunder;
- 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;
- acts in a manner likely to cause financial or reputational damage to WCSI or a WCSB Associated Company

17.3 Following termination of this agreement the Intermediary will continue to provide any necessary details relating to Clients which WCSI may require to comply with WCSI's obligations under any relevant regulatory rules or requirements.

17.4 Any termination effected shall be without prejudice to any rights of either party already accrued at the date of termination in respect of any obligations of the other party under these Terms of Business.

17.5 Termination of these Terms of Business shall not affect the execution and statement of orders, which have been placed with WCSI prior to the notice of termination.

17.6 No compensation shall be payable to the Intermediary upon termination of these Terms of Business.

17.7 All duties of non-disclosure, disclaimers, liability and indemnity and exclusions contained in these Terms of Business will survive termination.

## 18. Data Protection Act

18.1 Where relevant, the Intermediary confirms that it is registered as a data user under the Data Protection Act 1998 ("DPA") and will ensure that its registration details include all persons, purposes and other particulars required to be registered under the DPA in connection with these Terms of Business.

18.2 The Intermediary undertakes to comply with the requirements of the DPA and all relevant guidelines and not to knowingly do anything or permit anything to be done to cause a breach of such provisions in transacting Business with WCSI.

18.3 WCSI reserves the right to register information provided in the Intermediary's submitted Client Application Forms and other information relating to the Intermediary's Business with WCSI with credit reference agencies, fraud prevention agencies and/or other database's supplying or providing information for business analysis.

- 18.4 WCSI reserves the right to search against the Intermediary with credit reference agencies, fraud prevention agencies and/or other databases.
- 18.5 WCSI may use or disclose personal information about the Intermediary that it holds in order to provide agreed services under these Terms, and any other agreement between the Intermediary and other WCSB Associated Companies, for the prevention of money laundering, the evaluation of the Intermediary's potential needs and the marketing of financial services products to the Intermediary.
19. Trademarks
- 19.1 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 WCSI or any WCSB Associated 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 WCSI. For the avoidance of doubt, this clause shall not apply in respect of the distribution to the Intermediary's Clients of materials supplied by WCSI for this purpose.
20. Compliance
- 20.1 The Intermediary undertakes 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. The intermediary similarly undertakes that it will not knowingly, deliberately or recklessly do anything, which may render WCSI or any WCSI Associated Company in breach of such laws and regulations. The Intermediary further undertakes to procure that all its employees, directors, officers and agents shall comply with these Terms of Business.
- 20.2 The Intermediary shall comply with the FCA Handbook in relation to the disclosure to its retail Clients of remuneration received by it.
- 20.3 The Intermediary shall comply with the regulatory requirements as applicable to its business in relation to Adviser charging.
- 20.4 The Intermediary shall ensure that all persons within its control who are authorised to transact business covered by these Terms are trained and competent to do so in accordance with the requirements of the FCA and hold a current valid Statement of Professional Standing.
- 20.5 WCSI shall not be liable for any loss suffered by an Intermediary's Client as a result of the Intermediary's failure to provide or delay in providing any documentation or anything else required under these Terms of Business.
21. Complaints
- 21.1 The Intermediary undertakes to disclose to WCSI immediately any material complaint received from a Client, another Intermediary, or any regulatory body relating to any investment in a Product.
22. Severability and Waiver
- 22.1 If any provisions of these Terms of Business shall be held or made invalid by a court decision, statute or rule, or shall be otherwise rendered invalid, the remainder of these Terms of Business shall not be affected. The waiving by WCSI of any rights arising out of breach of any term of, or failure to meet any obligation under these Terms of Business 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 of Business by the Intermediary.
23. Force Majeure
- 23.1 The performance of WCSI's obligations under these Terms of Business may be interrupted and will be excused by the occurrence of a force majeure event affecting WCSI or any WCSB Associated Company.
24. Third Party Rights
- 24.1 Neither WCSI nor the Intermediary intends any provision of these Terms of Business to be enforceable by any person other than themselves or their permitted successors or assignees. No terms shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person other than WCSI and the Intermediary.
25. Governing Law and Jurisdiction
- 25.1 These Terms of Business shall be governed by and construed in accordance with English law and each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to hear and decide any suit, action or proceedings, and/or to settle any disputes, which may arise out of or in connection with these Terms of Business and, for these purposes, each party irrevocably submits to the jurisdiction of the courts of England.

# Terms of Business

Please return this completed form to Walker Crips Structured Investments, Finsbury Tower, 103-105 Bunhill Row, London EC1Y 8LZ.

## 1. Firm details

Company Name	
Trading Name (if different)	
Registered Office Address	
Postcode	
Correspondence Address (if different)	
Postcode	
Telephone	Email
Website	FCA Reference Number
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	

## 2. Contact details

	Name	Email	Telephone
Structured Products	<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"/>

## 3. 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"/> - <input type="text"/> <input type="text"/> <input type="text"/>
Payment Reference (if applicable)	

## 4. Declaration

I/we acknowledge receipt of the Walker Crips Structured Investments Terms of Business for Authorised Intermediaries and agree to be bound by the conditions.

Signed
Print Name
Position in Company
FCA Individual Reference Number
Date