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**Terms of Business**  
for Authorised Intermediaries  
(Investment Business)

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## 1. Definitions and Interpretation

1.1 In these Terms of Business (including the Commission Schedule) unless the context otherwise requires the following expressions shall have the following meanings:

**‘Jubilee FP’** means Jubilee Financial Products LLP, 20th Floor, Heron Tower, 110 Bishopsgate, London, EC2N 4AY, United Kingdom.

**‘Act’** means the Financial Services and Markets Act 2000.

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

**‘COBS’** means those parts of the FSA Handbook known as COBS, ICOB and MCOB, and any other rules, principles and guidance on the conduct of Business contained in the FSA Handbook from time to time.

**‘FSA’** means the Financial Services Authority.

**‘FSA Handbook’** means FSA’s Handbook of rules and guidance as amended from time to time.

**‘Intermediary’** means the Intermediary (whether a company, a partnership or a sole trader) to whom these Terms of Business apply.

**‘ISA’** means an Individual Savings Account managed by Jubilee FP or another Group Company.

**‘Jubilee FP Associated Company’** means any body corporate in the same group (as defined in section 421 of the Act) as Jubilee FP from time to time.

**‘Product’** means any specified investment (as defined for the purposes of the FSA Handbook) or any commoditised investment service (such as an ISA) provided by or through Jubilee FP or any Jubilee FP Group Company and marketed by the Intermediary under these Terms.

**‘Settlement Date’** means in relation to a Product, the date stated on the confirmation note, initial statement or Terms of Business (or as otherwise advised by Jubilee FP or the relevant Jubilee FP Associated Company) on which payment of the initial premium, subscription or other contribution is due.

**‘Share’** is as defined for the purposes of COBS.

1.2 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 gender includes each other gender as appropriate.

## 2. Authorisation and Classification

2.1 Jubilee FP is authorised by the FSA to carry on regulated activities in the United Kingdom.

2.2 Where the Intermediary acts on behalf of an investor in introducing business to Jubilee FP, then Jubilee FP will also treat the investor as its client and will treat all clients as retail clients.

2.3 The Intermediary shall confirm to Jubilee FP in writing or as otherwise required, that the Intermediary has all authorisations, registrations and consents 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.

2.4 Should the authorisation or the scope of authorisation of the Intermediary be restricted, suspended or revoked in any way, the Intermediary undertakes to notify Jubilee FP 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 Jubilee FP accepts business from the Intermediary and supersede any previous Terms of Business issued to the Intermediary.

3.2 These Terms of Business are the only terms on which Jubilee FP will transact business with the Intermediary. They are legally binding and (subject to any amendments or special terms, which Jubilee FP notifies to the Intermediary in writing in accordance with Clause 12), they apply to any dealings in Products, which the Intermediary may carry out with or through Jubilee FP. By placing Business with Jubilee FP the Intermediary is deemed to have read, understood and agreed to these Terms of Business. Jubilee FP will not accept business on any other basis.

3.3 Jubilee FP 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. Jubilee FP will not accept Business from the Intermediary if it ceases to be an authorised person or an exempt person under the Act or relevant territory equivalent.

3.4 These Terms of Business 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 Jubilee FP 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 FSA or those imposed by a relevant territory equivalent.

## 4. Agency

4.1 The Intermediary shall be the agent of its underlying customer in its dealings in relation to Business under these Terms of Business. The Intermediary has no authority whatsoever to bind or to act or hold itself out as the agent or representative of Jubilee FP or of any Jubilee FP Associated Company. In particular the Intermediary has no authority to collect or hold premiums, subscriptions or contributions on behalf of Jubilee FP or to advertise any of Jubilee FP’s products other than in the normal course of its business as an agent of the customer. An Intermediary may only submit an application for a Relevant Product to Jubilee FP electronically after having obtained the customer’s consent.

## 5. Commission

5.1 All matters relating to the payment of commission by Jubilee FP to the Intermediary shall be governed by these Terms of Business as amended from time to time, together with the rules of FSA to the extent that such rules are applicable.

5.2 Jubilee FP will credit or pay initial commission in respect of such Business introduced to Jubilee FP by the Intermediary, and accepted by Jubilee FP.

5.3 Jubilee FP may also credit or pay commission to the Intermediary on business submitted to Jubilee FP by another intermediary, where that other intermediary has relinquished its rights to the commission in respect of that business in favour of the Intermediary and no other person has any valid claim to such commission.

5.4 In the event of any dispute arising between two or more Intermediaries in respect of any commission, Jubilee FP will have the absolute discretion to decide to whom such commission shall be payable. Jubilee FP’s decision shall be final and no Intermediary will have any claim against Jubilee FP in relation to it.

5.5 Jubilee FP may pay indemnity commission to the Intermediary the details of which are available upon request.

5.6 The following provisions apply in relation to a Product sold to a client by the Intermediary (the “Relevant Product”) if Jubilee FP has agreed with the Intermediary to pay initial commission on indemnity terms (“Indemnity Commission”).

5.6.1 Jubilee FP will pay Indemnity Commission at commencement of the Relevant Product.

5.6.2 Jubilee FP will not be obliged to pay Indemnity Commission in relation to any Relevant Product sold to the Intermediary; or an employee of the Intermediary; or any Family Member of the Intermediary or of any employee of the Intermediary. “Family Member” includes but is not limited to a spouse, partner, co-habitee, parent, child or sibling of the Intermediary or, as the case may be, its employee.

5.6.3 Indemnity Commission will be repayable if any of the following occurs in relation to the Relevant Product during the Initial Commission Period and payment will be due when Jubilee FP notifies the Intermediary by commission statement or letter:

- the Relevant Product is terminated by reason of failure to pay a premium or contribution;
- the Relevant Product lapses or contributions cease;
- the Relevant Product is cancelled, surrendered, encashed or made paid up;
- the Relevant Product is varied by endorsement or otherwise and this results in a reduction in the commission payable;
- premiums or contributions under the Relevant Product are reduced; or
- a premium/contribution holiday is taken.

5.6.4 If during the Initial Commission Period of a Relevant Product, the

- Intermediary transfers all or part of its business operations to another Intermediary, the Intermediary will on request repay to Jubilee FP the unearned portion of the Indemnity Commission paid in relation to the Relevant Product, which is unearned at the date of that transfer.
- 5.6.5 The amount of Indemnity Commission which is repayable under the previous paragraphs will be a sum equal to the unearned portion of the Indemnity Commission plus interest from the date on which it was originally paid to the date of repayment calculated at the same rate used by Jubilee FP when calculating the discount applied to determine the original amount of the Indemnity Commission.
- 5.6.6 The right to receive Indemnity Commission can, at any time, be immediately terminated by either Jubilee FP or the Intermediary giving written notice to the other party.
- 5.6.7 Where Indemnity Commission has been paid, Jubilee FP will give notice to the Intermediary as soon as reasonably practicable after becoming aware that a premium or a contribution has not been paid when due, or has not been paid as a result of contribution holiday, or a contract being cancelled, or any other action by the customer as a result of which all or part of the Indemnity Commission will be repayable.
- 5.6.8 Whilst Jubilee FP shall use its reasonable endeavours to inform the Intermediary of the non-payment of a premium or a contribution, any delay or failure on Jubilee FP's part in informing the Intermediary shall not affect the liability of the Intermediary to repay any Indemnity Commission and interest in accordance with these Terms and Conditions.
- 5.6.9 Jubilee FP reserves the right to cease paying Indemnity Commission at any time, even where commission has previously been paid in relation to the same kind of business.
- 5.7 Jubilee FP may, at its discretion, cease paying commission to the Intermediary:
- (i) If the Intermediary ceases to be authorised or exempted under the Act or relevant territory equivalent;
  - (ii) if the Intermediary ceases to have the appropriate permissions from the FSA or relevant territory equivalent to carry on the Business provided for hereunder;
  - (iii) in respect of any person for whom the Intermediary has ceased to be the agent; or
  - (iv) if the Intermediary shall die, become bankrupt, compound with or assign his estate or effects for the benefit of creditors, have his goods seized in execution or, where the Intermediary is a company or partnership, if it goes into liquidation or receivership, or is subject to an administration order.
- 5.8 Jubilee FP reserve the right to reclaim commission from the Intermediary in circumstances where an ISA on which commission has been paid to the Intermediary is subsequently voided under Treasury Regulations, or by an insurer due to non disclosure.
- 5.9 Jubilee FP's statement of account (which may be contained in writing, disk, tape, direct on-line communication or any other method of communication agreed between Jubilee FP and the Intermediary) shall be the primary record of commission due to the Intermediary and shall be final and binding except in the case of manifest error.
- 5.10 Commission 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 Jubilee FP. Jubilee FP shall not make any payments to the Intermediary until the balance on the Intermediary's commission 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 commission for that period exceeds £50 or other currency equivalent. Jubilee FP may vary the limit in respect of particular transactions at its sole discretion and shall notify the Intermediary of any such variation in accordance with Sub Clause 12.1.
- 5.11 Where applicable, if a client exercises any right of cancellation under COBS or if the Relevant Product is voided through non disclosure, no commission will be payable and any commission (including VAT where applicable) already paid by Jubilee FP in respect of the relevant transaction shall immediately be repaid. This will be balanced in a statement of account in accordance with Clause 5.9.
- 5.12 Jubilee FP and any Jubilee FP Associated Company may at any time apply and set off any amounts owed by the Intermediary to Jubilee FP or any Jubilee FP Associated Company against any amounts from time to time owed (by way of commission or otherwise) to the Intermediary by Jubilee FP or any Jubilee FP Associated Company. It is intended that this sub-clause should be directly enforceable by any Jubilee FP Associated Company as well as by Jubilee FP. This Sub-clause will apply in relation to commission payable or reclaimed by Jubilee FP on behalf of the provider of a Product in the same way as it applies to other amounts owed to or by Jubilee FP.
- 5.13 Where the Intermediary requests that Jubilee FP pay part or all of the commission payable to a third party (e.g. their Network) and Jubilee FP agree to do this and the Intermediary shall remain liable for any refund of that commission that may become payable.
- 5.14 Jubilee FP reserve the right to charge the Intermediary interest on debts that have been outstanding for more than 12 weeks. The rate that will be applied is the Bank of England Base Rate plus 2%. This will be charged from week 13 onwards until such time as the debt has either been repaid by the Intermediary or offset against other commission payable in accordance with Clause 5.11.

## 6. Documentation

- 6.1 The Intermediary shall not invite or assist a customer to purchase a Product unless and until the Intermediary has offered and provided to the customer, all disclosures, warnings and other information required to be provided or offered in accordance with COBS.
- 6.2 The Intermediary must pass on to its customer immediately upon receipt without amendment, any documentation that is supplied by Jubilee FP for the benefit of or for completion by the customer.
- 6.3 The Intermediary must show its FSA authorisation number, where applicable, and the status of its customer as required on each proposal or application for a relevant piece of Business.
- 6.4 Jubilee FP reserves the right to send communications direct to the customer although it will not normally do so save where Jubilee FP is under a duty to do so or at the specific request of the customer.
- 6.5 The Intermediary must maintain and keep up to date and produce to Jubilee FP, on request, such records, books and accounts as Jubilee FP may reasonably require in connection with Business effected with Jubilee FP under these Terms of Business in order to enable it to comply with any requirement of the Act or the FSA.
- 6.6 The Intermediary will not:
- (i) issue any circular, advertisement, leaflet or other promotional material on an application form or document relating to Jubilee FP or Jubilee FP's business unless the document in question has been supplied by or approved in writing by Jubilee FP;
  - (ii) alter, or omit to transmit any information, supplied by Jubilee FP for onward transmission to the underlying customer, or supplied by the customer for transmission to Jubilee FP;
  - (iii) except as otherwise provided hereunder make any written or oral statements or representations which could in any way bind Jubilee FP.

## 7. Cancellation

- 7.1 If applicable, the Intermediary shall provide Jubilee FP with any details or information which Jubilee FP might require in order for it to discharge its obligations under the cancellation rules in COBS in the manner Jubilee FP thinks fit, including the name and address of any client, the terms of any customer agreement between the Intermediary and its client, and whether or not the client falls within one of the exceptions to the requirement to serve a cancellation notice, in accordance with COBS.
- 7.2 Jubilee FP reserves the absolute discretion to elect to send a cancellation notice, if applicable, to the Intermediary's client.
- 7.3 Where an order is cancelled by a customer in accordance with his or her rights under the provisions of COBS, and a shortfall calculated is payable to Jubilee FP, the Intermediary shall be responsible for procuring the payment by the customer of that shortfall.

## 8. Money Laundering

- 8.1 The Intermediary undertakes to comply with all statutory and other requirements relating to money laundering, including the Drug Trafficking Act 1994, the Prevention of Terrorism Act 1989, the Proceeds of Crime Act 2002, the Money Laundering Regulations 2003 (as amended from time to time), the Guidance Notes for the Financial Sector of the Joint Money Laundering Steering Group (JMLSG), and any applicable rules of the FSA or other territory equivalent (Financial Action Task Force included), as amended from time to time (collectively the Money Laundering Requirements”).
- 8.2 Where a customer agreement, terms of business letter or similar arrangement exists that constitutes a business relationship between the Intermediary and its client, the Intermediary undertakes full responsibility for verifying the identity of its client 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 Jubilee FP.
- 8.3 Where the Intermediary arranges a transaction or linked transactions in Shares, not covered by arrangements under Clause 8.2 above, the value of which exceed(s) €15,000, or other currency equivalent, the Intermediary also undertakes to fulfil the verification of identity and record keeping requirements as required under the Money Laundering Requirements.
- 8.4 In any dealing in Shares of an execution-only nature or for a total value of under €15,000, or other currency equivalent, the Intermediary undertakes to notify Jubilee FP if verification of identity has not taken place. If at anytime after the €15,000, or other currency equivalent, exemption rule has been used subsequent transactions or linked transactions occur which are in excess of €15,000, or other currency equivalent, then the onus is once again upon the Intermediary to take full documentation as required.
- 8.5 The Intermediary will provide Jubilee FP with a fully completed pro-forma Confirmation of Verification of Identity Certificate as detailed in the current JMLSG Guidance Notes. This is in respect of all business introduced to Jubilee FP where the Intermediary has carried out standard or enhanced verification checks of the customer's identity.
- 8.6 Jubilee FP may request written confirmation from the Intermediary in cases where the Intermediary has applied the one-off transaction exemption under the JMLSG Guidance Notes.
- 8.7 In the event of business being received from countries/territories whose Money Laundering legislation is considered to be non-comparable to the requirements placed upon Jubilee FP, then Jubilee FP reserves the right to:
- verify the identity of both the Intermediary and the customer; and
  - request enhanced identification documentation in relation to the underlying customer, before allowing any business to proceed. In such instances the FSA Client Money Regulations will not apply.

## 9. Collection of Premiums and Other Payments for Relevant Products

- 9.1 Unless otherwise agreed with Jubilee FP, payment in respect of any contract effected by or through the Intermediary must be received by Jubilee FP or the relevant Jubilee FP Associated Company in cleared funds no later than the Settlement Date. Jubilee FP or the relevant Jubilee FP Associated Company shall at its absolute discretion be entitled to cancel in whole or in part, without prior notice to the Intermediary or its client, any contract or application in respect of which payment is not made by the Settlement Date. This provision shall not be affected by any requirement to serve a cancellation notice, if applicable, in respect of the transaction in question.
- 9.2 Jubilee FP reserves the right at its absolute discretion to defer giving effect to any order or application until after receipt of cleared funds and shall not be liable for any loss suffered by the client as a result of such deferral.
- 9.3 The Intermediary shall indemnify and keep indemnified Jubilee FP against all losses which Jubilee FP may incur as a result of the failure of the Intermediary or its client to make due payment on the Settlement Date in accordance with these Terms of Business. For the purpose of this paragraph losses shall include, but shall not be limited to, those losses, costs and expenses incurred by virtue of the cancellation or closing out of the transaction by Jubilee FP or any other loss, cost or expense caused to Jubilee FP directly or indirectly by a failure of the Intermediary to comply with Sub Clause 9.1.

- 9.4 In the case of repurchases or cancellations, Jubilee FP will only draw cheques in favour of the customer.

## 10. Indemnity and Liability

- 10.1 Without prejudice to any other indemnity contained in these Terms of Business, the Intermediary shall indemnify and keep Jubilee FP and any relevant Jubilee FP Associated Company indemnified against all losses, costs, damages, liabilities, charges and claims incurred by Jubilee FP or any Jubilee FP Associated Company directly or indirectly as a result of:
- 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
  - 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 rules of the FSA or any other territory equivalent; or
  - the inaccuracy of any information, statement or instruction made or given to Jubilee FP or any relevant Jubilee FP Associated Company 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 the Cancellation Rules, if applicable.
- 10.2 Without prejudice to the indemnities contained elsewhere in these Terms of Business, the Intermediary shall indemnify and keep Jubilee FP and any Jubilee FP Associated Company indemnified against all losses, costs, damages or claims which Jubilee FP or any Jubilee FP Associated Company may suffer or incur as a result of relying upon any provisions contained in an agreement between the Intermediary and its client.
- 10.3 Jubilee FP will only be liable to the Intermediary for loss arising directly as a result of negligence, fraud or wilful default by it or any of its employees or agents, including its dealings with its direct clients. Jubilee further indemnifies the Intermediary against its recommendation of unsuitable products, misrepresentation of investments or failing in the general duty of customer care to its direct clients
- 10.4 Jubilee FP warrants to the Intermediary that it will comply with the FSA regulations and the guidelines of the Joint Money Laundering Steering Group and indemnifies the Intermediary for any breach by Jubilee FP thereof. Jubilee FP shall not be liable for special, indirect, incidental or consequential damages or losses.
- 10.5 Nothing in these Terms of Business shall exclude any liability of Jubilee FP for any matter for which it would be illegal for Jubilee FP to exclude or attempt to exclude its liability or for fraud.

## 11. Communications

- 11.1 The Intermediary should address all notices and other documents for Jubilee FP to 20th Floor, Heron Tower, 110 Bishopsgate, London, EC2N 4AY, United Kingdom. Communications will not be treated as effective until received at the above address.
- 11.2 The Intermediary must normally communicate with Jubilee FP in writing, (which includes communicating by facsimile or electronically) although Jubilee FP may agree to accept instructions orally. To the extent that Jubilee FP may accept or permit oral instructions from the Intermediary Jubilee FP may require that the instructions be confirmed in writing.
- 11.3 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 Jubilee FP 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.

## 12. Variation and Assignment

- 12.1 Jubilee FP reserves the right to vary these Terms of Business at its absolute discretion, except in so far as required:
- no variation will affect contracts made prior to the time of the variation; and
  - not less than 10 days notice of such variation will be given to the Intermediary.

- 12.2 The Intermediary shall not be entitled to subcontract or transfer any rights and obligations hereunder without the prior written consent of Jubilee FP, provided always that Jubilee FP shall not unreasonably withhold such consent.
- 12.3 Jubilee FP may assign the benefit of these Terms of Business on giving not less than 14 days prior written notice to the Intermediary.

### **13. Termination**

- 13.1 Each party may terminate the agreement constituted by these Terms of Business by giving not less than 28 days written notice to the other party.
- 13.2 Jubilee FP may terminate this agreement with immediate effect:
- (i) If the Intermediary ceases to be authorised or exempted under the Act or relevant territory equivalent; or
  - (ii) Ceases to have permissions from the FSA or relevant territory equivalent to carry on the Business provided for hereunder; or
  - (iii) If the Intermediary dies, becomes bankrupt, compound with or assigns his estate or effects for the benefit of creditors, has his goods seized in execution or, in the case of a company, if any resolution or statutory demand or petition for winding up, administration or administrative, receivership or interim order in connection with a proposal to creditors for a voluntary agreement is presented by or against the Intermediary or the Intermediary's assets or the Intermediary ceases to carry on business as a going concern.
- 13.3 Following termination of this agreement the Intermediary will continue to provide any necessary details relating to customers, which Jubilee FP may require to comply with Jubilee FP's obligations under any relevant regulatory rules or requirements.
- 13.4 Without prejudice to Clauses 5 and 7 hereunder, on termination the Intermediary will be entitled to receive all commission accrued and due up to the date of such termination.
- 13.5 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.
- 13.6 Termination of these Terms of Business shall not affect the execution and statement of orders, which have been placed with Jubilee FP prior to the notice of termination.
- 13.7 No compensation shall be payable to the Intermediary upon termination of these Terms of Business.

### **14. Data Protection Act**

- 14.1 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. The Intermediary will comply with the DPA in transacting business with Jubilee FP under these Terms of Business.
- 14.2 The Intermediary will not send personal data regarding its clients to Jubilee FP by electronic means except where it is reasonable to do so with regard to the security of such data.
- 14.3 Jubilee FP reserves the right to register information provided in the Intermediary's application form and other information relating to the Intermediary's Business with Jubilee FP with credit reference agencies and/or other database's supplying or providing information for business analysis.
- 14.4 Jubilee FP reserves the right to search against the Intermediaries with credit reference agencies and/or other databases.
- 14.5 Jubilee FP may use or disclose personal information about the Intermediary

that it holds for the provision of services under this agreement or any other agreement between the Intermediary and other Jubilee FP Group 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, Jubilee FP analyses and tracks performance of its business.

### **15. Trademarks**

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 Jubilee FP or any Jubilee FP 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 Jubilee FP. For the avoidance of doubt, this clause shall not apply in respect of the distribution to the Intermediary's clients of materials supplied by Jubilee FP for this purpose.

### **16. Compliance**

- 16.1 The Intermediary undertakes to Jubilee FP 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 do nothing, which may render Jubilee FP or any Jubilee FP 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.
- 16.2 The Intermediary shall comply with the requirements of COBS in relation to the disclosure to its retail customers of the commission or other remuneration received by it.
- 16.3 Jubilee FP 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.

### **17. Severability and Waiver**

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 Jubilee FP 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.

### **18. Third Party Rights**

Except as expressly provided within these Terms of Business, neither Jubilee FP 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; and no terms shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person other than Jubilee FP and the Intermediary.

### **19. Jurisdiction**

These Terms of Business shall be governed by and construed in accordance with English law and each party agrees to submit to the exclusive jurisdiction of the English Courts as regards any claim or matter arising under, or in connection with these Terms of Business.

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# JUBILEE FINANCIAL PRODUCTS LLP

Issued by Jubilee Financial Products LLP 20th Floor, Heron Tower, 110 Bishopsgate, London, EC2N 4AY. Adviser Support Telephone 0844 892 0905. Fax: 020 3475 2230 Email: info@jubileefp.com . Registered in England number: OC340864 at 20th Floor, Heron Tower, 110 Bishopsgate, London, EC2N 4AY. Authorised and regulated by the Financial Services Authority. FSA Registration Number 486204.

# Intermediaries acceptance of Terms of Business for investment and insurance business

## Business details

Full name of firm   
(as registered with FSA, Designated professional body or non-UK regulatory body)

Company Reg No.

Trading name (if different)

Business structure (Please tick) Limited company  Partnership  Sole trader  Other

If other, please give details

Trading address (to which correspondence will be sent)   
Postcode

Telephone number (including area code)  Fax number

Company email address

Registered address (if different)   
Postcode

If you have any other branches or members who would write business under these Terms of Business, please attach full names and contact address details on a separate sheet. Please tick if a list is enclosed

## Authorisation

Are you authorised by the FSA?  OR By a Designated Professional Body?  OR By a non-UK regulatory body?

If by a DPB or non-UK regulatory body, please state which one

FSA, DPB or non-UK regulatory body authorisation number:

Are you a member of a Network? Yes  No

Name of Network:

Permissions (please tick): Investments  Pure Protection  Mortgage

If 'YES', are you Directly Authorised?  OR an Appointed Representative?

## Bank details (for commission purposes)

Bank/Building Society

Sort code  -  -  Account number

For Non-UK Transfers Only. IBAN

SWIFT / BIC         (BIC can be 8 or 11 digits.)

Account name

Account address   
Postcode



## Jubilee Financial Products LLP Terms of Business

I/We hereby apply for an agency with Jubilee Financial Products LLP.

I/We have seen the Jubilee Financial Products LLP Terms of Business for Authorised Firms and confirm that I/We agree to be bound by those terms.

I/We certify that the information contained in this Application is, to the best of My/Our knowledge and belief, true and complete.

I/We undertake to advise Jubilee Financial Products LLP of any material change in the information provided.

I/We authorise Jubilee Financial Products LLP to take up such references and make such enquiries, including personal vetting searches, as may be necessary to consider this application. This includes searching the files of licensed credit reference agencies who may keep a record of this search on their files.

I/We agree that information may be held on a computer system and information about the conduct of the account may be shared with third parties including credit reference agencies.

I/We confirm that this is My/Our legal adviser's responsibility to explain to Me/Us in detail the rights and obligations which arise under Jubilee Financial Products LLP Terms of Business made pursuant to this application.

I/We acknowledge all business will be transacted under the terms Jubilee Financial Products LLP Terms of Business letter for Authorised Firms as in force from time to time.

Signed

Name

For and on behalf of

Position  Date  /  /

**Note:** A director or the company must sign on behalf of a company. A partner must sign on behalf of a partnership.

## Internal checklist

1. The Authorisation and Permissions and have been checked and are correct	<input type="checkbox"/> (tick box)	
2. The Application can be processed and does not have to be referred to Compliance	<input type="checkbox"/> (tick box)	
Name	Signature	Date
<input type="text"/>	<input type="text"/>	<input type="text"/>

**Compliance referral is mandatory if the Applicant has answered 'YES' to any of the questions asked in the Miscellaneous section.**

Compliance approval?	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Name	Signature	Date
<input type="text"/>	<input type="text"/>	<input type="text"/>

# JUBILEE FINANCIAL PRODUCTS LLP

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