

AMI Financial Products Limited

Offshore Intermediary Terms of Business

1 Operative Conditions

1.1 In this Agreement unless the context otherwise requires:

"Act"	means the Financial Services & Markets Act 2000 as from time to time amended or re-enacted.
"Agreement"	means this Terms of Business.
"Application Form"	means an application in the form prescribed by the Company and completed by a Client in respect of an Investment
"Client"	means any person, Company, business, or partnership, on whose behalf the Intermediary is acting.
"Commission"	means payments due to the Intermediary.
"Company"	means AMI-FP
"Intermediary"	means a natural person or organisation authorised to act as an Intermediary, or as a broker, by the relevant regulatory body (if any) in the Territory.
"Investment"	means any investment business offered or provided by the company from time to time.
"Regulatory Requirements"	means all legal, tax and regulatory obligations that apply to Investments or the provision of financial services.
"Terms"	means the Terms of Business as amended from time to time.
" Territory"	means the country or countries in which the Intermediary is authorised to transact business or from which the Company has agreed to accept business, excluding the United Kingdom.

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

- 2.1 These Terms of Business set out the conditions on which the Company will transact business with an Intermediary.
- 2.2 Where applicable the Intermediary shall be responsible for ensuring compliance with the Regulatory Requirements which may exist where business is conducted.
- 2.3 In the event of any new legislation being introduced into the Territory, the Company reserves the right to require the Intermediary to seek authorisation under such legislation and to regard an Intermediary who does not do so as unauthorised under these Terms.
- 2.4 The Company reserves the right at its discretion and for any other reason, to cease to accept business from, or to refuse business proposed by, an Intermediary.
- 2.5 The Intermediary will be the agent of an investor in relation to all business under these Terms.

3 Procedures

- 3.1 The Intermediary shall:
 - 3.1.1 deliver all applications received for Investment Agreements to the Company at the earliest possible opportunity;
 - 3.1.2 comply with all appropriate Regulatory Requirements;
 - 3.1.3 advise the Company immediately upon receipt of any information which may relate to an application for, or an existing, Investment;
 - 3.1.4 not make any representations to Clients or give any warranties other than those contained in the standard documentation provided by the Company;
 - 3.1.5 co-operate fully with the Company in respect of any complaint or investigation.

4 Disclosure

- 4.1 The Intermediary undertakes to notify the Company if: -
 - 4.1.1 there are any material changes to its legal constitution; or
 - 4.1.2 the principal or any directors or partners are charged with, or convicted of, an offence involving fraud or other dishonesty; or
 - 4.1.3 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; or
 - 4.1.4 the Intermediary ceases to be an authorised; or
 - 4.1.5 the Intermediary transfers his business and assets to another firm, company or person; or
 - 4.1.6 the Intermediary has been suspended from conducting business by any regulatory body; or
 - 4.1.7 there is a change in the Intermediary's regulated activities, which may affect business conducted under these Terms.

4.2 The Intermediary undertakes to disclose to the Company immediately any complaint received from an investor, another Intermediary, or any regulatory body relating to any Investment with the Company.

5 Prevention of Money Laundering

5.1 The Intermediary agrees to undertake all appropriate measures to meet the Regulatory Requirements.

5.2 The Intermediary undertakes to supply to the Company, at the time an Application Form is submitted, notification that the Money Laundering Requirements have or have not taken place.

5.3 The Intermediary undertakes to provide the Company with such records of verification and other records as it requires.

6 Commission

6.1 The Company will pay commission to the Intermediary at such rates as shall be notified to the Intermediary from time to time by the Company, or as published in the Company's literature, unless the Intermediary confirms in writing to the Company that they do not wish to receive commission.

6.2 The Intermediary shall not recommend any Investment without disclosing to the Client that the Intermediary will receive commission in respect of the Investment and the amount of commission payable, in accordance with the Regulatory Requirements.

6.3 The Intermediary may advise the Company that some or all the commission, in such proportion as previously agreed with the Company, may be used to enhance a client's investment.

6.4 The Company will not accept investment monies net of commission.

6.5 If a client exercises a statutory or other right to cancel an Investment commission payable in respect of the Investment Agreement will be immediately repayable by the Intermediary to the company.

6.6 The Intermediary shall repay to the Company any commission payment received by the Intermediary in error.

6.7 The Company may deduct any amount due to be repaid to the Company from any amount due from it to the Intermediary.

6.8 The Company will cease payment of commission to the Intermediary if the Intermediary: -

6.8.1 ceases to be an Authorised Person; or

6.8.2 dies, is declared bankrupt, goes into liquidation, makes a voluntary arrangement with 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.

7 Data Protection

7.1 The Intermediary agrees to the Company holding personal and financial information about the Intermediary, its directors and/or employees, on computer and manual systems. The information held by the Company may be used or disclosed by the Company to other members of the same group.

7.2 Personal data concerning the Intermediary's clients will be held, processed, used and transferred in accordance with the Terms & Conditions agreed to by such clients.

7.3 Both parties undertake to comply with the requirements of the Data Protection Act 1998 and all relevant guidelines and not to knowingly do anything or permit anything to be done to cause a breach of such provisions.

8 Variation

8.1 The Company reserves the right to vary the terms of this Agreement from time to time by giving not less than 28 days written notice to the Intermediary, except that the Intermediary must implement any amendment due to comply with the Regulatory Requirements with immediate effect.

8.2 No variation shall affect Investment Agreements entered prior to the date of variation.

9 Termination

9.1 Either party may terminate this Agreement by giving not less than 28 days written notice.

9.2 The Company may terminate this Agreement forthwith by written notice to the Intermediary if required to do so by law, regulatory authority or government body or if the Intermediary:-

9.2.1 is under investigation for, or guilty of, any conduct which, in the opinion of the Company, is prejudicial to the interests of the Company; or

9.2.2 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;

10 Force Majeure

10.1 Neither party shall be liable to the other for any delay or failure in performance of the Terms due to any event beyond its reasonable control. Such events include, but are not limited to, war, national emergency, acts of God, fire, flood and tempest. In such circumstances, the party concerned shall be allowed a reasonable period to perform the obligations in question.

11 Governing Law and Jurisdiction

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

**AMI-FP Offshore Intermediary Terms of Business Intermediary
Information and Consent Form**

Business Details	
Full Name of Business:	Business Address:
Trading Title: (If Different)	
Regulatory body: License number:	
Type of Company: (Tick) Limited Company Partnership Sole Trader Other: Please give details below	Registered Office:
	Main Contact Mobile Number:
	Main Contact Landline Number:
	Main Contact Fax Number:
	Main Contact E - Mail Address:
	Website:
Administration Address: (if different from above)	
Administration Mobile Number:	
Administration Landline Number:	
Administration Fax Number:	
Administration E - Mail Address:	
Principals of the Business (i.e. company directors, partners, sole trader)	
Principal 1	Principal 2
Full Name:	Full Name:
Nationality:	Nationality:
Residential Address:	Residential Address:
Position Within The Business:	Position Within The Business:
Date of Birth: (dd/mm/yyyy)	Date of Birth: (dd/mm/yyyy)
Current/Last UK Address (if applicable):	Current/Last UK Address (if applicable):

Principals of the Business (i.e. company directors, partners, soletrader)	
Principal 3	Principal 4
Full name:	Full name:
Nationality:	Nationality:
Residential Address:	Residential Address:
Position Within The Business:	Position Within The Business:
Date of Birth: (dd/mm/yyyy)	Date of Birth: (dd/mm/yyyy)
Current/Last UK Address (if applicable):	Current/Last UK Address (if applicable):

Commission Payment Details

Bank Name

Bank Address

Post Code

Account Name

Account Number

Sort Code

Account Currency

USD

EUR

GBP

Multicurrency

Other

Swift Code

IBAN

Signature/s

Date (dd/mm/yyyy)

Name/s

Commission payment details (Intermediary Bank)

Bank Name

Bank Address

Post Code

Account Name

Account Number

Sort Code

Account Currency

USD EUR GBP Multicurrency Other

Swift Code

IBAN

Signature/s

Date (dd/mm/yyyy)

Name/s

We also require the following to accompany each TOB:

- **KYC for each director = ID (in date) , POA (within 3 months) ,**
- **Qualification certificates**
- **List of authorised signatories, register of directors (Within the last 12 months OR an accompanying letter signed, stating that the register has not changed)**
- **KYC for shareholders of 25% or more = ID (In date) POA (Within 3 months)**
- **Companies house or equivalent = Certificate of Incorporation, memorandum of association, articles of association, register of members**
- **Proof of company registered address**
- **Certificate of company/individual license from regulator**

To be certified by a suitable certifier.

Suitable certifiers list:

- **A Notary Public (or equivalent)**
- **A lawyer**
- **A formally appointed member of the judiciary**
- **A Commissioner for Oaths**
- **A Chartered Insurance Institute Member**

NB. ID can be reviewed on an annual basis and further ID may need to be provided if the original document has expired. Additional POA may be requested for direct investment placements.

Declaration	
I/We acknowledge receipt of a copy of the AMI-FP Offshore Terms of Business and agree to be bound by the same.	
Signature:	Position in Company:
Name:	Date:
Signature:	Position in Company:
Name:	Date: