



Gresham House

Specialist investment

Gresham House Intermediary Application Form

Intermediary Agreement

1 - Intermediary Details

Legal name(s):

Trading Name
(if different):

Address:

Telephone No:

IT IS IMPORTANT THAT WE HAVE YOUR EMAIL ADDRESS:

All communications and reports will be sent in electronic form by email. Paper copies can be mailed on request.

Email address:

Central Bank Ref. No.

Name of Compliance
Officer:

List of Directors/Principals:

Name	Date of Birth	Email

Your bank account details for commission payments:

Name of bank:

Account name:

Swift code:

IBAN number:

For redemptions, all proceeds will be paid to the above account. Third party payments are not permitted.

Electronic communication consent

Consent to receiving all our Gresham House communications in electronic format:

☐

I/We consent to receiving all valuation letters and other such correspondence from Gresham House. Please note that all personal correspondence sent to you by Gresham House will be password protected

☐

I/We consent to receive details of new products/promotions/events etc. from Gresham House

Intermediary Agreement

2 - Confirmations and Acknowledgements

I/We certify that I am/we are an investment product intermediary as defined in the Investment Intermediaries Act, 1995 (as amended) (the "IIA").

I/We certify that I am/we are appropriately qualified for the purposes of Article 28(2) of the IIA and I am/we are not aware of any instance that would cause this to change.

I/We certify that I am/we are of good character and I am/we are not aware of any reason which would cause this to change.

I/We certify that we will provide Gresham House with any further information or documentary evidence in connection with the requirements of the IIA upon request.

Has the applicant or any of its Directors, Principals, Managers, Partners or Sales Advisors:

Had an agency refused or cancelled:

☐ ☐

Yes No

Had a claim against you or them under Professional Indemnity Insurance*:

☐ ☐

Yes No

Been convicted of any offence whether in connection with a regulated activity or not:

☐ ☐

Yes No

Been sanctioned by the Central Bank of Ireland, or any regulator*:

☐ ☐

Yes No

Been connected with a company which had its authorisation revoked by the Central Bank of Ireland:

☐ ☐

Yes No

Been disqualified to act as a director:

☐ ☐

Yes No

Been a director of a company which was involuntarily liquidated:

☐ ☐

Yes No

Intermediary Agreement

* If there is a claim against you under Professional Indemnity Insurance at any point in the future (or your Professional Indemnity Insurance ceases or lapses) or if you receive a Central Bank of Ireland sanction, you agree to notify Gresham House accordingly.

If YES to any of the above, please provide details:

Intermediary Agreement

3 - Experience

Please outline your firm's experience in recommending funds to investors:

REGISTER OF ACCREDITED INDIVIDUALS

Date Joined	Name	Position	Qualifications	Date Obtained	Accredited Category/ Function*

*i.e. 1. Life Assurance; 2. Pensions; 3. Savings & Investments; 4. Collective Investment Schemes etc.

PLEASE SUBMIT THE FOLLOWING WITH THIS APPLICATION:

- A copy of the firm's Authorised Signatory List
- A sample of your Letterhead
- A copy of your Statement of Authorised Status
- A copy of your Professional Indemnity cover
- A copy of the firm's bank statement for commission payments
- A copy of your Certificate of Registration
- AML/KYC documentation for the ultimate beneficial owner(s) of the firm as follows:
- A copy of the firm's structure / ownership chart

Proof of Identity (POI) - valid passport/driving license

Proof of Address (POA)

The following are acceptable (must be current <6 months):

- Statement of account from a credit or financial institution
- Credit/debit card statement (including those printed from the internet)
- Utility bills (including those printed from the internet) e.g. electricity / gas / cable television / broadband provider / landline telephone provider / waste company
- Tax correspondence

The following are not acceptable:

- Mobile phone bill / TV licence / invoices / statements from store cards / home insurance letters etc

AML document certification

In order to facilitate submission of anti-money laundering ("AML") documents, Gresham House uses an application called ID-Pal. This offers an easy-to-use online identity verification and AML screening service. Our CRM Team can send a link to the application.

If AML documents are not provided via ID-Pal, they will need to be certified, stamped with the professional registration of the certifier: a member of the Garda Síochána / police officer, a practicing chartered or certified public accountant, a notary public, a practicing solicitor, embassy / consular staff, regulated financial or credit institution, justice of the peace, commissioner for oaths, medical professional.

3 - Declaration and Undertakings

I/We confirm that the information above is true and correct and will notify Gresham House in the event that any of the above information changes which would result: (i) in non-compliance with the IIA; or (ii) affect my/our reputation (or Gresham House's business). I/We agree to be bound by the terms and conditions attached. I/We agree that Gresham House can seek any reference it sees fit in connection with this intermediary application.

In respect to a Gresham House investment instrument and/or product (where Gresham House act as a producer, lead distributor or fund manager, namely the Gresham House Unit Trust and the Gresham House Investment ICAV) (the "Funds") which I/we recommend to a client or customer, I/we will advise Gresham House if any marketing content or the terms and conditions are not understood by us.

Where there is no compensation scheme for investors in the event of counterparty default I/we will advise my/our clients and/or customers of this fact.

I/We confirm that I/we will act in compliance with the IIA at all times when acting in connection with this intermediary agreement.

I/We confirm that I/we have adequate systems and controls in place to meet the Central Bank of Ireland's regulatory expectations, including the IIA, Individual Accountability Framework, the Consumer Protection Code and Minimum Competency Code, as applicable.

Authorised signature:	
Print name:	
Position:	

4 - Investment Product Intermediary Terms and Conditions of Appointment

1 THE SERVICES

1.1 The services to be provided by you, as an investment product intermediary (as defined in the IIA), to Gresham House Asset Management Ireland Limited ("Gresham House") will comprise receiving and transmitting orders on behalf of your clients and/or customers in respect of the Funds as shall be agreed between you and Gresham House. In connection with the provision of this service (i.e. receiving and transmitting orders to invest in the Funds), it is acknowledged that you will be providing investment advice to your clients and/or customers. For the avoidance of doubt, to facilitate such client and/or customer investment in the Funds, your activities may include, but shall not be limited to, the following: (i) assisting with introducing and onboarding the client and/or customer to Gresham House; and (ii) carrying out negotiations with the client and/or customer to bring the investment to its conclusion.

2 REMUNERATION

2.1 Remuneration in respect of services provided by you will be calculated in accordance with such arrangements as set out in the intermediary fees side letter, entered into by you and Gresham House, and/or the letter of appointment received by you from Gresham House, or as otherwise specifically agreed between you and Gresham House from time to time.

3 PERFORMANCE OF FUNCTIONS

3.1 You shall:

3.1.1 not have any power or authority to incur any liability on behalf of Gresham House or give or make any warranty or representation on behalf of Gresham House;

3.1.2 keep confidential all matters relating to, or concerning Gresham House which are not in the public domain and shall not make any disclosure thereof or in relation thereto without the prior written consent of Gresham House;

3.1.3 not make any representations about any investment instrument or product (whether regulated or otherwise) under the management of Gresham House, other than those specifically authorised by Gresham House;

3.1.4 not have (and will not hold yourself out as having) authority to receive cash or payment in any form on behalf of Gresham House in any circumstances whatsoever;

3.1.5 not act outside the scope of your authorisation from the Central Bank of Ireland;

3.1.6 in respect of activities which require Central Bank of Ireland authorisation, only give advice on those products that you are authorised to do so by the Central Bank of Ireland;

3.1.7 inform Gresham House immediately: (i) if a change takes place with respect to your authorised status; (ii) if there is any change to your fitness and probity (including any change to the answers provided in section 2 of this agreement); (iii) your professional indemnity insurances ceases or lapses; (iv) if you receive any notice of an on-site visit, audit or inspection from the Central Bank of Ireland (v) you receive a warning, direction or other form of censure from the Central Bank of Ireland; (vi) if there is any change to your firm's control or ownership structure or (vii) any other matter which could affect the performance of your obligations under this agreement or your authorised status;

3.1.8 act in line with Central Bank of Ireland expectations, observe all regulatory guidelines and statutory and regulatory requirements and codes of conduct applicable to the services to be provided by you;

3.1.9 provide Gresham House with any further information or documentary evidence it may require in connection with the requirements of the IIA, upon request; and

3.1.10 not act in any manner whatsoever which may result in any damage to the reputation of Gresham House.

4 PAYMENTS

4.1 All payments made in respect of the Funds shall be made in accordance with the relevant fund documentation and application form of such Fund, in the form of electronic transfer to the financial institution as stipulated in the relevant fund documentation and application form of such Fund.

5 ANTI MONEY LAUNDERING

5.1 You undertake to provide all necessary anti-money laundering checks in accordance with The Criminal Justice (Money Laundering & Terrorist Financing) Act 2010 (the "Act") (as the same may be amended from time to time or replaced) and to ensure that all necessary rules and regulations in relation to anti-money laundering have been complied with in relation to any clients or customers that invest in any of the Funds following receipt of investment advice from you.

5.2 Gresham House will require information about clients or customers introduced by you in order to comply with Gresham House's duties and obligations under the Act and for any other regulatory or general commercial purpose and it is a term of your appointment that you will supply all information and assistance that Gresham House may reasonably require in this regard in a timely manner.

6 SUITABILITY AND APPROPRIATENESS

6.1 You undertake to carry out suitability and appropriateness assessments on all clients and customers to ensure the investment advice provided by you to such clients and customers and the investment decisions made by such clients and customers are suitable for that client or customer's circumstances, investment objectives and attitude to investment risk, in accordance with the European Communities (Markets in Financial Instruments) Regulations 2017 S.I. No. 375 of 2017 (as amended) and, as applicable, any accompanying and/or subsidiary legislation.

7 RIGHT OF REFUSAL

7.1 Gresham House shall have the right to reject any client or potential client introduced by you.

8 TERM

8.1 Unless and until terminated as hereinafter provided, your appointment as an investment product intermediary to Gresham House shall remain in full force and effect.

8.2 Your appointment may be terminated by either of us by giving not less than one month's notice in writing to the other party. Your appointment may be terminated immediately by Gresham House by notice in writing to you in the event of your insolvency, the appointment of an examiner over you or the commencement of any analogous process, any significant change taking place otherwise than with prior written consent of your shareholders or board of directors, or if any material breach of these terms and conditions occur, or if your authorisation is revoked by the Central Bank of Ireland without prejudice to any other right or remedy of Gresham House. Gresham House has the right to terminate your appointment if you or a connected person (Director, Staff, Employee, Tied Agent) is subject to an administrative sanction, direction, warning or censure by the Central Bank of Ireland. Gresham House has the right to terminate your appointment if you fail to meet the Central Bank of Ireland's regulatory expectations for example, if you do not hold Professional Indemnity insurance in the form and manner prescribed by the Central Bank of Ireland.

8.3 Upon termination of this agreement all fees in respect of introductions of clients made by you to Gresham House, up to the date of such termination, shall be payable to you.

8.4 Upon termination of this agreement for any reason:

8.4.1 neither party will have a claim against the other party for compensation for loss of agency rights, loss of intermediary rights, loss of goodwill or other similar loss;

8.4.2 you shall return to Gresham House all Personal Data in respect of which you only act as a Data Processor on behalf of Gresham House.

9 DATA PROTECTION

9.1 Each party agrees to comply with the provisions of the EU General Data Protection Regulation (Regulation 2016/679) (GDPR)

9.2 It is envisaged that each party, as controller, will control and process Personal Data on its own behalf only and each will comply with its respective obligations under the GDPR as a Controller.

9.3 While it is envisaged that each party is a controller in its own right and will process Personal Data on its own behalf only, in the event that Personal Data is processed by either party on behalf of the other party the parties agree that:

9.3.1 (i) the subject-matter and duration of the processing, (ii) the nature and the purpose of the processing, (iii) the type of Personal Data and the categories of data subjects and (iv) the obligations and rights of the Controller to the Processor from time to time; and

9.3.2 the Processor shall comply with its obligations as a Processor under the GDPR and in particular,

9.3.2.1 Process the Personal Data strictly in compliance with the GDPR, this agreement and in accordance with instructions from the Controller;

9.3.2.2 Ensure that your employees are made aware of and comply with their obligations under the GDPR and this agreement;

9.3.2.3 Shall implement such technical and organisational security measures as are required to comply with the data security obligations under the GDPR;

Shall not engage any sub-processor without the prior written consent of the Controller and where the Controller has consented to the appointment of a sub processor, the Processor must not replace or engage other sub-processors without the prior written consent of the Controller;

9.3.2.4 Where any sub-contractor will be processing such Personal Data on behalf of the Controller, the Processor shall ensure that a written contract exists between the processor and the sub- contractor containing clauses equivalent to those imposed on the Processor in this clause 9.3.2. In the event that any sub-processor fails to meet its data protection obligations, the Processor shall remain fully liable to the Controller for the performance of the sub-processor's obligations;

9.3.2.5 Shall inform the Controller immediately in the event of receiving a request from a data subject to exercise their rights under the GDPR and shall provide such co-operation and assistance as may be required to enable the Controller to deal with such requests in accordance with the provisions of the GDPR;

9.3.2.6 Shall assist the Controller by implementing appropriate technical and organisational measures to allow the controller to comply with requests from the data subjects to exercise their rights under the GDPR;

9.3.2.7 Shall assist the Controller in ensuring compliance with its obligations in respect of security of Personal Data under the GDPR;

9.3.2.8 Shall at the discretion of the Controller, delete or return all such Personal Data to the Controller when the processor ceases to provide services relating to data processing, delete existing copies unless Union or Member State law requires storage of the personal data

9.3.2.9 Shall: (i) make available to the Controller all information necessary to demonstrate compliance with the obligations laid down in this clause 9; and (ii) allow for and assist with audits, including inspections, conducted by the controller or another auditor mandated by the Controller, in order to ensure compliance with the obligations laid down in clause 9, including its data security obligations under GDPR, provided however that the Controller shall be entitled, at its discretion, to accept adherence by the Processor to an approved code of conduct or an approved certification mechanism to aid demonstration by the Processor that it is compliant with the provisions of this clause 9;

9.3.2.10 Shall inform the controller immediately if, in its opinion, it receives an instruction from the Controller which infringes GDPR;

9.3.2.11 Shall notify the Controller without undue delay (and in any event within 24 hours) after becoming aware of any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed and provide the Controller with such co-operation and assistance as may be required to mitigate against the effects of, and comply with and reporting obligations which may apply in respect of, an such breach; and

9.3.2.12 No such Personal Data shall be transferred outside of the European Economic Area by the Processor or any of its agents or sub-processors without prior written consent of the Controller which consent may be subject to terms and conditions (including, without limitation, that the data importer enters into model clauses in the form approved by the European Commission and , where relevant, complies with the provisions regarding sub-processors contained in such model contracts in respect of any sub-processors). The Processor shall comply with the requirements of the GDPR in respect of transfers of such Personal Data outside of the European Economic Area, to the extent that the Controller consents to any such transfer.

10 INTELLECTUAL PROPERTY, ADVERTISING AND TECHNOLOGY

10.1 All intellectual property rights ("IPRs") in any materials designed, prepared, distributed or supplied for the purpose of performing this agreement are the property of Gresham House. In the case of any trade marks owned by Gresham House and used by you for the purposes of performing this agreement, Gresham House hereby grants you a non-exclusive, non-transferable right to use such trade marks strictly for the purposes of carrying out the terms of this agreement. You agree to use such IPRs, including such trade marks, in accordance with Gresham House's instructions and you must obtain Gresham House's prior approval of all materials to be used connection with this agreement which contain any such IPRs.

10.2 For the avoidance of doubt, the website of each party will remain in the ownership of that party and, on termination of this agreement, each party will remove all links to the other party's website and will remove all links and references established pursuant to this agreement to the other party from its website.

10.3 You will ensure that all business forms and letter headings issued by you comply with applicable laws and clearly demonstrate the relationship between Gresham House and you will indicate that in all dealings with clients or prospective clients of Gresham House you are acting as an authorised intermediary and are regulated by the Central Bank.

10.4 From time to time Gresham House may grant you an express licence to access certain software, databases and/or hardware (the "Gresham House System") either directly or through a named third party. Gresham House may impose additional terms and conditions on you when granting such a licence, and may withdraw such licence at any time by giving you notice. You agree to only use the Gresham House System to the extent necessary to perform this agreement and in accordance with the terms of this agreement but not further or otherwise. You will take appropriate security, technical and organisational measures when using the Gresham House System and such measures will include (but will not be limited to) the use of software which:

10.4.1 requires all users to enter a user identification and password prior to each and every session gaining access to the Gresham House System;

10.4.2 requires all users to log off the Gresham House System or that of any third party named in a licence granted by Gresham House;

10.4.3 controls and tracks the addition and deletion of users; and

10.4.4 controls and tracks user access to areas and features of the Gresham House System.

10.5 Except as expressly permitted by this agreement or a licence granted pursuant to Clause 10.4 you undertake not to attempt to obtain access to or interfere with any programs or data of Gresham House, including (but not limited to) the Gresham House System, or of any client of Gresham House and you shall indemnify Gresham House against any loss, damage or liability which Gresham House may sustain or incur as a consequence of your failing to comply with this undertaking.

11 INDEMNITY

11.1 You shall indemnify and keep indemnified and hold harmless Gresham House in respect of any loss or damage to Gresham House, howsoever caused, arising out of your breach of these terms and conditions, negligence, breach of duty, including statutory duty, default or fraud. The indemnities set out in this clause shall be limited to a combined total aggregate of one million euro (€1,000,000.00).

12 NO PARTNERSHIP OR JOINT VENTURE

12.1 Nothing in these terms and conditions shall constitute a partnership or joint venture between you and Gresham House.

13 MONITORING RIGHTS AND INVESTIGATIONS

13.1 Gresham House may be required to monitor your activities for the purposes of complying with the IIA and/or at the request of the Central Bank of Ireland.

13.2 You agree to allow Gresham House to carry out any monitoring activities to satisfy itself as to your compliance with the requirements of the IIA and the services to be performed under this agreement (including access to your office, access to records, on-site audits or inspections). You agree to be co-operative and to share any information required by Gresham House as part of any such monitoring activities (including transaction and order histories).

13.3 You agree to notify Gresham House immediately (in writing) if you become aware of any investigation, inspection, visit or audit (or similar) by any regulatory authority into your business.

13.4 In the event that Gresham House receives any notice from the Central Bank of Ireland (or another regulatory authority) of an investigation, inspection, visit or audit (or similar) of Gresham House, you agree to co-operate with Gresham House, its auditors and any regulatory authority, with respect to any such investigation and/or audit and to share any information/ records deemed necessary by Gresham House for the purposes of any such investigation and/or audit.

14 RECEIPTS

14.1 You agree to comply with section 30 of the IIA and to issue receipts which comply with the provisions of section 30 of the IIA (and any other regulatory code of conduct applicable). Such receipts should be kept for record keeping purposes for at least six years and in compliance with the IIA.

14.2 Gresham House may request copies of these receipts for the purposes of monitoring compliance with the IIA.

15 ENTIRE AGREEMENT

15.1 These terms and conditions together with the intermediary application form and the intermediary remuneration provisions set out in the relevant Product Documentation constitute the entire agreement and understanding between us and supersedes any previous terms and conditions, agreements, arrangements and communications, whether oral or written between you and Gresham House.

15.2 The failure by either you or Gresham House to enforce, at any time or for any period of time, any provision of these terms and conditions shall not be construed as a waiver of such provision or the right thereafter to enforce each and every provision contained herein.

16 ASSIGNMENT AND SUBCONTRACTING

16.1 You are not entitled to assign, subcontract, delegate, outsource or otherwise transfer your obligations under this agreement, or your appointment as an investment product intermediary of Gresham House to any other person without Gresham House's prior written express consent. Where Gresham House grants you such consent it may be subject to conditions and you acknowledge and agree that you shall remain liable to Gresham House for all acts and omissions of any such person.

17 WAIVER

17.1 Any waiver by you or Gresham House of any breach of any provision of these terms and conditions does not constitute a waiver of any subsequent breach or effect in any way the effectiveness of these terms and conditions.

18 NOTICES

18.1 Any notice or other communication given under these terms and conditions by one party to the other shall be in writing and shall be sufficiently given if personally delivered or if sent:

18.1.1 by registered post to the address of the party to be served, as specified in clause 18.3 below or such other address as may be notified by such party to the other at any time afterwards; or

18.1.2 by facsimile to a correct facsimile number of the party to be served

18.1.3 by electronic communication to a correct email address of the party to be served

18.2 Every notice or communication given in accordance with this clause 18 shall be deemed to have been received as follows:

Means of dispatch Deemed received

Personal delivery On delivery

Registered Post 3 days after posting

Email On confirmed receipt by the party receiving it

18.3 The address of each party for the purposes of this clause 14 is: Gresham House Asset Management Ireland Limited
2nd Floor, Block 3, The Oval, 160 Shelbourne Road, Dublin, D04 T8F2

Email: intermediarysales@greshamhouse.ie

Your address and email shall be the address and email as detailed on your intermediary application form, unless otherwise notified to Gresham House.

19 AMENDMENTS

19.1 Gresham House may amend these terms and conditions on notice to you. Any amended terms and conditions shall automatically apply to you (unless otherwise agreed in writing between you and Gresham House) upon receipt by you of such amended terms and conditions.

20 GOVERNING LAW

20.1 These terms and conditions are governed by and interpreted in accordance with Irish law and each of the parties hereby submits to the exclusive jurisdiction of the Irish courts.