

## **APPOINTED REPRESENTATIVE AGREEMENT**

This is a precedent appointed representative agreement whereby an FCA authorised firm (the Principal) appoints another person (the Appointed Representative) as an appointed representative and tied agent under the Financial Services and Markets Act 2000 to engage in the regulated activities of:

- arranging (bringing about deals) in investments; and
- making arrangements with a view to transactions in investments.

The full version of this agreement can be purchased at <https://fsreg.com/appointed-representative-agreement-a-precedent/>.

**DATE**            **[...]**

## **APPOINTED REPRESENTATIVE AGREEMENT**

**BETWEEN**

**[PRINCIPAL]**

**AND**

**[APPOINTED REPRESENTATIVE]**

**THIS AGREEMENT** is made on \_\_\_\_\_ between:

- (1) **[NAME OF PRINCIPAL]**, a limited company registered in [England and Wales] (Registration No. [...]) having its registered office at [...] (the "**Principal**"); and
- (2) **[NAME OF APPOINTED REPRESENTATIVE]**, a limited company registered in [England and Wales] (Registration No. [...]) having its registered office at [...] (the "**Appointed Representative**").

**WHEREAS:**

- (A) The Principal is a private limited company authorised and regulated by the Financial Conduct Authority of the United Kingdom in the conduct of its investment business.
- (B) The Appointed Representative wishes to be appointed by the Principal as an appointed representative and tied agent to engage in the regulated activities specified in clause 3 of this Agreement and the Principal agrees to such appointment on the terms and subject to the conditions set out in this Agreement.

**1. DEFINED TERMS**

In this Agreement, the following words shall have the following meanings, unless the context requires otherwise:

"**Act**" means the Financial Services and Markets Act 2000;

"**Business Day**" means any day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;

"**Commencement Date**" means the date of this Agreement;

"**FCA**" means the Financial Conduct Authority of the United Kingdom and any successor organisation;

"**Independent Business**" means the business of the Appointed Representative which is not subject to this Agreement;

"**Procedures**" means the organisational, conduct of business and other policies and procedures that are provided to the Appointed Representative by the Principal from time to time for the undertaking of regulated activities by the Appointed Representative;

"**Regulated Business**" means regulated activities and investments as defined under the Act;

"**Relevant Regulator**" means the FCA and any competent authority or other financial services regulator in any jurisdiction in which the Appointed Representative conducts Regulated Business from time to time;

"**Threshold Conditions**" means any of the conditions set out in or under Part 1B (Part 4A permission: authorised persons who are not PRA-authorised persons) of Schedule 6 to the Act; and

"**Unregulated Business**" means activities and investments which are not regulated under the Act.

- 1.1 Words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include females and words importing persons shall include partnerships and bodies corporate.
- 1.2 This Agreement shall be binding on, and enure to the benefit of, the parties to this Agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.3 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.4 Unless the context otherwise requires, any term used in this Agreement that is not defined in this Agreement shall have the meaning given to it in the Glossary of the FCA Handbook.
- 1.5 A reference to writing or written includes fax and email.

## **2. COMMENCEMENT**

This Agreement shall come into force on the Commencement Date and shall continue unless and until terminated in accordance with clause 9.

## **3. APPOINTMENT**

- 3.1. The Appointed Representative is authorised by the Principal to undertake any or all of the following activities only:
  - 3.1.1. arranging (bringing about deals) in investments;
  - 3.1.2. making arrangements with a view to transactions in investments; and
  - 3.1.3. agreeing to carry on any of the above activities.
- 3.2. The above activities shall include, without limitation, [the activity of placing of financial instruments without a firm commitment basis under MiFID carried on in relation to transferable securities and units in collective investment undertakings].
- 3.3. Subject to the terms of this Agreement, the Appointed Representative shall be entitled to carry on the above activities in the United Kingdom only.
- 3.4. With the prior written consent of the Principal, the Appointed Representative shall be entitled to operate from the premises of the Principal in [...].
- 3.5. The Appointed Representative shall comply with the terms of any limitations or requirements imposed by the FCA on the Principal's Part 4A permission in respect of Regulated Business as shall be notified to it by the Principal from time to time.

## **4. COMPLIANCE AND OBLIGATIONS OF THE APPOINTED REPRESENTATIVE**

- 4.1. Without prejudice to the generality of clause 4.10 below, the Appointed Representative hereby undertakes and agrees to comply with, and will ensure that any person who supplies services to it under a contract of services or contract for service complies with:
  - 4.1.1. any requirements in or under the Act and any equivalent legislation in any jurisdiction (other than the United Kingdom) in which the Appointed Representative carries on Regulated Business; and

4.1.2. any rules, regulations and guidance of the FCA or any other Relevant Regulator;

that apply to its activities as an Appointed Representative in respect of Regulated Business.

4.2. The Appointed Representative hereby undertakes and agrees to comply with, and will ensure that any persons who supplies services to it under a contract of services or contract for service comply with, the Procedures and any other guidance, both written and verbal, which is provided by the Principal to the Appointed Representative from time to time. Such Procedures and guidance are subject to change at any time and any such change will be notified to the Appointed Representative in advance of taking effect wherever reasonably practicable or otherwise within 14 days of taking effect.

4.3. The Appointed Representative hereby undertakes and agrees to co-operate promptly with the Principal and any Relevant Regulator in:

4.3.1. making itself readily available for meetings with representatives or appointees of the Principal and/or any Relevant Regulator as reasonably requested;

4.3.2. allowing such representatives or appointees of the Principal and/or any Relevant Regulator reasonable access to any records, files, tapes or computer systems which are within the Appointed Representative's possession or control, and to provide any facilities which the representatives or appointees of the Principal and/or any Relevant Regulator may reasonably request;

4.3.3 maintaining, at its own expense, appropriate administration and system facilities and employing a sufficient number of suitably qualified personnel as may be necessary for the effective performance of its obligations under this Agreement and any requirements under any applicable laws, rules and regulations that may from time to time apply to a person engaged in Regulated Business;

4.3.4 producing to representatives or appointees of the Principal and/or any Relevant Regulator specified documents, files, tapes, computer data or other material in the Appointed Representative's possession or control, as reasonably requested;

4.3.5 printing information in the Appointed Representative's possession or control which is held on computer or microfilm or otherwise convert it into a readily legible document or other record which the Principal and/or any Relevant Regulator may reasonably request;

4.3.6 permitting representatives or appointees of the Principal and/or any Relevant Regulator to copy documents or other material on the premises of the Appointed Representative at the Appointed Representative's reasonable expense and to remove copies or hold them elsewhere, or provide any copies as reasonably requested;

4.3.7 answering truthfully, fully and promptly all questions which are reasonably put to the Appointed Representative by representatives or appointees of the Principal and/or any Relevant Regulator;

4.3.8 allowing such representatives or appointees of any Relevant Regulator to have access, with or without notice, during reasonable business hours to any of the Appointed Representative's business premises in relation to the discharge of their functions;