



Cantor Fitzgerald Ireland Ltd ("Cantor")

Intermediary Application Form

HOW TO PROCEED

SET UP CHECKLIST:

1. ☐ Sample of headed paper
2. ☐ Copy of Statement of authorised status
3. ☐ A copy of your Professional Indemnity Letter
4. ☐ Copy of bank statement issued in the last 6 months with the same IBAN matching that provided on the application form.

Post/Delivery

Return the completed application and required documentation specified above to:

Dublin: Cantor Fitzgerald Ireland Ltd, Cantor Fitzgerald House,
23 St Stephen's Green, Dublin 2

Limerick: Cantor Fitzgerald Ireland Ltd, Crescent House, Hartstonge Street,
Limerick V94 K35Y

Cork: Cantor Fitzgerald Ireland Ltd, Penrose Two, Penrose Dock, Cork, T23 YY09

Queries/Advice

Call your broker on:

DUBLIN: +353 1 633 3800 | CORK: +353 21 422 2122 | LIMERICK: +353 61 436500

Email Queries to Client Services at ireland@cantor.com

How we use your Personal Information

We collect your personal information to conduct your account opening process and to manage your account. We process your data in line with our privacy policy. For further information outlining the purposes for which personal data is collected, used, disclosed, how long it is kept, and the legal basis for processing your data, please visit <https://cantorfitzgerald.ie/privacy/>

www.cantorfitzgerald.ie

1. Applicant Details (PLEASE USE BLOCK CAPITALS)

Firm Name:			
Trading Name (if different):			
Address:			
Telephone:		Fax:	
Email:		Website:	
Tax Reference No.:			
Company No.:			
Level of professional indemnity cover:			
Are you a member of PIBA?	Yes ☐	No ☐	
Are you a member of IBA?	Yes ☐	No ☐	

LIST OF DIRECTORS/PRINCIPALS

Name:	Position:	Mobile:	Email:

CONTACTS

Contact for product & marketing literature:	Name:	Mobile:	Email:

2. Central Bank Authorisation & Compliance (PLEASE USE BLOCK CAPITALS)

Central Bank of Ireland No:

Date Authorised:

Type of Investment Firm (Central Bank Authorisation):

Name of Compliance Officer:

HAS THE APPLICANT OR ANY OF IT'S DIRECTORS, PRINCIPALS, MANAGERS, PARTNERS AND 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 insurance or not

Yes ☐ No ☐

Been sanctioned by the Central Bank of Ireland

Yes ☐ No ☐

Been involved in liquidation or bankruptcy proceedings

Yes ☐ No ☐

Ever had any judgement registered against you

Yes ☐ No ☐

If YES to any provide details:

3. Bank Details (PLEASE USE BLOCK CAPITALS)

Bank Name

Bank Address

Account Name

IBAN*

BIC

*These details will be on your bank statement. Please ensure the bank statement provided as part of your identity verification matches the IBAN provided above.

4. Products & Contracts (PLEASE USE BLOCK CAPITALS)

Cantor Fitzgerald offers a full suite of investment services in an advisory capacity and on an execution only basis, across a wide range of asset classes and products to financial advisors including:

- ☐ Structured product
- ☐ Funds platform
- ☐ Share dealing and other stockbroking services
- ☐ Income paying loan notes
- ☐ Employment Investment Incentive Scheme (EIS)
- ☐ Discretionary Portfolios

These products are available to a wide variety of investors including:

- ☐ Personal
- ☐ Pension
- ☐ Charity
- ☐ PRSA
- ☐ PRB
- ☐ Corporate
- ☐ ARF
- ☐ Credit Union

Please indicate by ticking the above boxes which of the range of products and contracts would be of most interest to you and your clients.

5. Intermediary Agreement & Terms Of Business (PLEASE USE BLOCK CAPITALS)

This INVESTMENT PRODUCT INTERMEDIARY AGREEMENT (the Agreement) is made between:

1. Cantor Fitzgerald Ireland Ltd ("Cantor") with a registered office at Cantor Fitzgerald House, 23 St. Stephen's Green

AND;

2. _____ (the 'Intermediary')

Whose registered office is at _____

SECTION 5 (i): INTERMEDIARY AUTHORISATION

The intermediary warrants that it is regulated by the Central Bank of Ireland and is authorised to conduct the business contemplated in this agreement. The intermediary warrants that the person signing this agreement on behalf of the intermediary is an authorised signature of the intermediary and is duly authorised to execute this agreement on the Intermediary's behalf.

The intermediary hereby confirms The Intermediary is an Authorised pursuant of the information provided of the information in Section 2 of this document (Central Bank Authorisation)

By signing this agreement the Intermediary confirms to Cantor that the Intermediary has never had an authorisation under the Act revoked.

The Intermediary hereby confirms that:

- 1) It complies with all current conditions and will comply with future conditions set down by the Central Bank of Ireland from time to time.
- 2) It will inform Cantor immediately upon failing to maintain its status as indicated in this agreement
- 3) It will indemnify Cantor against any sums which might be payable by Cantor to the Investor Compensation Company Limited pursuant to Section 36 of the Investor Compensation Act, 1998.
- 4) It will provide proof of its authorisation as requested by Cantor at the commencement of this agreement or at any time during the existence of this agreement.
- 5) It will notify Cantor of any change of regulatory status which occurs during the existence of this agreement. Any change of regulatory status of the intermediary may require a new agreement to be put in place as determined by Cantor.
- 6) It shall ensure that it maintains the appropriate authorisations from the Central Bank of Ireland all times for the duration of the Agreement and that any of its employees are qualified in accordance with all regulatory and legal requirements.

- 7) It shall ensure that it maintains the required authorisation to provide advice to clients in relation to the products and services which we offer.
- 8) The Intermediary acknowledges that this agreement creates no Power of Attorney over the Introduced Client's account and all instructions must originate from the client.
- 9) Cantor reserves the right to alter these terms at any time upon giving no less than 10 business days' notice in advance. Cantor will notify you by posting updates on its website. By agreeing to these terms, you are deemed to have consented to the provision of information in this form and you are deemed to have consented to any alteration to these terms if Cantor does not receive notification otherwise from you in writing within the time that the changes were notified to you and their coming into effect.

The intermediary undertakes to comply with applicable law and regulation; including, but not limited to, the following as they may be amended from time to time:

- 1) Applicable anti-money laundering law and regulation
- 2) Central Bank of Ireland's Consumer Protection Code
- 3) The General Data Protection Regulation Data Protection Act 2018
- 4) The Investment Intermediaries Act 1995 where applicable
- 5) Markets in Financial Instruments Regulations where applicable
- 6) Client Asset Requirements issued by the Central Bank of Ireland where applicable.
- 7) Applicable Anti-bribery and corruption law and regulation

SECTION 5 (ii): RELATIONSHIP BETWEEN CANTOR AND INTERMEDIARY

Cantor and the Intermediary have agreed that the Intermediary shall market Cantor's products and services to its clients and Cantor agrees that said clients shall remain the clients of the Intermediary while simultaneously becoming a client of Cantor. Any client who becomes

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a client of Cantor under this agreement will be referred to as an 'Introduced Client' throughout this agreement.

SECTION 5 (iii): SERVICES AND INVESTMENTS

Subject to the authorisation granted to the Intermediary under the Investment Intermediaries act, 1995, Cantor will provide investment advisory and dealing services to clients introduced to Cantor by The Intermediary (hereafter, the Introduced Client) in the following investments:

- 1) Shares in companies;
- 2) Investment funds;
- 3) Debenture stock, loan stock, bonds, notes certificates of deposit, commercial paper or other debt instruments, including government, public agency, municipal and corporate issues or Eurobonds;
- 4) Warrants to subscribe for investments falling within 1 and 2 above;
- 5) Depository receipts or other types of instruments relating to investments falling within 1,2 or 3 above;
- 6) All forms of futures, options and derivatives including contracts for difference. An additional risk disclosure letter will be required to be signed by Introduced Clients before dealing in these instruments;
- 7) Unit trusts, mutual funds, tracker bonds (life and deposit based) and similar schemes; and
- 8) Any other investment instruments including foreign exchange and commodities;
- 9) Investment Bonds, Unquoted Structured Products and Tax Based EIS Investments Cantor may also provide other services to the Intermediary if agreed between the Intermediary and Cantor in writing.

Cantor may also provide other services to the Intermediary if agreed between the Intermediary and Cantor in writing.

All transactions will be subject to the rules and conditions of the exchange or market through which all transactions are executed.

SECTION 5 (iv): TERMS AND CONDITIONS

The Introduced Client

Any Introduced Client will, in addition to being a client of the Intermediary, be a client of Cantor, and subject to all of the obligations, rights and protections of Cantor clients. Cantor reserve the right to reject any Introduced Client at Cantor sole discretion and without explanation.

Classification of the Introduced Client by Cantor

Cantor is required to classify each client under MiFID regulations as a Retail Client, Professional Client or Eligible Counterparty. How the client is classified will be determined by Cantor in accordance with those regulations.

Account Opening

Cantor must be in receipt of all required completed documentation in order to open an account for an Introduced Client. The Introduced client will be asked to provide Customer Due Diligence documentation as required by Cantor to fulfil Cantor obligations under Anti Money Laundering and Counter Terrorist Financing Legislation. No account will be set up for an Introduced Client until such time as all required documentation is received.

An Introduced Client may have one of the following types of account:

- Advisory
- Discretionary
- Execution Only

Cantor Terms and Conditions and Account Opening Forms are available on www.cantorfitzgerald.ie. Cantor recommend that an intermediary and an Introduced Client familiarise themselves with Cantor Terms and Conditions prior to opening an account. As part of the Cantor account opening forms an Introduced Client will be asked to sign to confirm that they have read and understood Cantor Terms and Conditions for that specific account prior to the account being opened.

Suitability & Advice

ADVISORY ACCOUNT

Where a client opens an Advisory Account, Cantor will give advice to

that introduced client in accordance with the terms and conditions for a Cantor Advisory Account.

DISCRETIONARY ACCOUNT

Where a client opens a Discretionary Account Cantor will provide Discretionary services in accordance with the terms and conditions for a Cantor Discretionary Account.

In relation to both Advisory and Discretionary accounts, in the event that an Introduced client directs Cantor to undertake a transaction where that introduced client

- (a) Elects explicitly to act as an execution-only client or
- (b) Place an order for a transaction or series of transactions, that is contrary to the specific advice of Cantor
- (c) When asked for advice on the merits of a particular transaction, or series of transactions, Cantor explicitly states that they are not in a position to give such advice.

Such transactions described in (a) (b) and (c) will be deemed as 'Execution Only transactions'.

Cantor will have no liability whatsoever for any advice given by any Intermediary to an Introduced Client in relation to any transaction with Cantor.

EXECUTION ONLY ACCOUNT

Where an introduced client opens an Execution Only Account, Cantor will carry out the introduced client's instructions on an execution only basis. An execution only transaction is a transaction executed by Cantor upon the Introduced Client's specific instructions where Cantor does not give specific advice on the merits of that transaction and the Introduced Client will remain solely responsible for any investment decision.

Cantor will have no liability whatsoever for any advice given by the Intermediary to the Introduced Client in relation to any transaction the Client instructs Cantor to undertake on an Execution Only Account.

Charges, Fees, Commissions

Cantor charges shall be in accordance with our agreed rates in effect at the time the charges are incurred. Charges may vary from time to time. The charges at the date of execution of this Agreement are set out in on the Cantor Fitzgerald Rate Card which is available on www.cantorfitzgerald.ie or on request.

Fees and charges relating to specific products & investments in which the client may invest are contained in the product specific documents.

The Intermediary shall not incur any expenditure on behalf of Cantor without the prior written consent of Cantor. Cantor may incur share dealing charges with other third parties, or receive remuneration from them in respect of transactions carried out the Intermediary's behalf. Cantor reserves the right to share commission with third parties, who may or may not be connected with Cantor.

Cantor will pay a fee, commission or non-monetary benefit to you as intermediary where that fee or commission enhances the quality of the relevant service you provide to the client client. To enhance the quality of the service, all of the following conditions must be met;

- (1) The payment of the fee or commission is justified by the provision of a higher level of service to the client, for example:
 - (i) You provide non-independent advice on and access to a wide range of suitable financial instruments which includes a number of instruments from third-party product providers having no close links with the investment firm.
 - (ii) You provide non-independent investment advice combined with either: an offer to the client, at least on an annual basis, to assess the continuing suitability of the financial instruments in which the client has invested; or with another on-going service that is likely to be of value to the client such as advice about the suggested optimal asset allocation of the client; or
 - (iii) The provision of access, at a competitive price, to a wide range of financial instruments that are likely to meet the needs of the client, including an appropriate number of instruments from third party product providers having no close links with the investment firm, together with either the provision of added-value tools, such as objective information tools helping the relevant client to take investment decisions or enabling the

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relevant client to monitor, model and adjust the range of financial instruments in which they have invested, or providing periodic reports of the performance and costs and charges associated with the financial instruments.

- (2) it does not directly benefit the recipient firm, its shareholders or employees without tangible benefit to the relevant client;
- (3) it is justified by the provision of an on-going benefit to the relevant client in relation to an on-going inducement

Should you as Intermediary or the Introduced Client require further disclosure we will advise you of the amount of any commission or fees applying or if this is not possible the basis on which it is calculated. Where a third party charge is incurred, it will be passed on to you.

In all circumstances Cantor shall pay to the Intermediary the agreed portion of revenue generated from investment business by clients introduced by the Intermediary.

Payments will be made at pre agreed intervals and will only be made once all commission due to Cantor has been received in full. Cantor reserve the right to change the intervals at which commissions are paid to the intermediary at Cantor's discretion.

For certain types of investments including but not limited to Structured Products, Cantor may decide to make a payment of commission to the intermediary after the commencement of a specific type of investment or investment product. The timing of these commission payments are at the discretion of Cantor.

In the event that Cantor and the intermediary agree a portion of revenue less than or greater than that detailed in the fee schedule of this agreement, such an agreement needs to be documented separately to this agreement and approved by Director of Intermediaries in Cantor or equivalent similar Director level. Cantor will not honour any commission agreements unless such an agreement is formally documented between Cantor and the Intermediary.

In the event that this Agreement is terminated by Cantor then Cantor will continue to pay agreed commissions on business introduced by the Intermediary for as long as the Introduced client remains active in Cantor, remains under the introducing intermediaries agency and the intermediary remains appropriately regulated by the Central Bank or appropriate regulatory authority. If the Intermediary terminates the Agreement then Cantor will continue to pay commissions as agreed on business introduced for six months from the date the Agreement is ended.

Settlement Obligations

Cantor's obligation to undertake any transaction may be conditional upon the prior receipt by Cantor of all necessary documents or funds due to be delivered by Introduced Clients as a result of any proposed transaction.

The Intermediary undertakes not to charge, or attempt to charge, commission to persons who place orders with Cantor through the Intermediary other than in accordance with the terms of this Agreement.

Receipt of Orders and Telephone Recordings

Cantor will either execute orders on Introduced client's accounts upon one of the following:

- 1) Telephone instruction from the Introduced Client
- 2) Written or Email instruction from the Introduced Client
- 3) From the Intermediary under executed power of attorney or
- 4) Without recourse to the Intermediary or the Introduced Client if said client has elected to open a discretionary account.

Cantor will accept orders by telephone or e-mail from a person specified in the preceding paragraph. Either party may electronically record any instruction given by telephone, and any other telephone discussions. All telephone conversations may be recorded by Cantor to ensure accuracy of instructions.

All orders given to Cantor must be clear and unambiguous. The precise terms of any orders to purchase or sell securities with limit prices attaching must be agreed with the Cantor broker at the time the order is given. Cantor will be under no obligation to inform The Intermediary or the Introduced Client that the limit order has lapsed.

Liability

Neither Cantor nor any of its related entities (and each of its directors, officers, servants and employees) under this Agreement shall be liable for any loss or damage suffered by the Intermediary other than where such loss or damage arises as a direct result of negligence or wilful default or contravention of regulatory requirements on Cantor's part and, in any event, will not be liable for any indirect or consequential loss (including loss of profit or loss or damage to business or reputation).

Cantor shall not have any liability for any market or trading losses of any Introduced clients incur.

Conflicts of Interest

The Intermediary's attention is drawn to the fact that in providing the services herein Cantor, or some person connected with Cantor, may have an interest, relationship or arrangement that is material in relation to the investment, transaction or service concerned. However, our employees are required to comply with the Conflicts of Interest Policy and will ensure that any identified conflicts are avoided or mitigated

In the event that we are unable to satisfy ourselves that our procedures and measures for managing conflict or potential conflict will prevent the risk of damage to the interest of the Intermediary or the Introduced Client, we will disclose the nature of the potential conflict in order to give the Intermediary or the Introduced Client an opportunity to consider whether or not to accept our service.

When we enter into a transaction for you we could be:

- (i) Matching the introduced client's transaction with that of another client by acting on his behalf as well as yours or;
- (ii) Buying investments where we, an associate or an affiliate are involved in a new issue, rights issue, take-over or a similar transaction concerning the investment.
- (iii) Buying or selling units in a collective investment scheme where we are the trustee, operator (or advisor of the trustee or operator) of the scheme.

Our Conflicts of Interest Policy is designed to identify actual or potential conflicts of interest that may arise between Cantor and our clients and between different clients of the firm. Our Conflicts of Interest Policy Summary can be viewed on our website: <https://cantorfitzgerald.ie/wp-content/uploads/2023/11/Conflicts-of-Interest-Policy.pdf> or the full policy is available on request from Cantor. In addition, we request that you, the Intermediary, disclose any conflicts (actual, potential, or perceived) to us so we can manage any conflict in line with our Conflicts of Interest Policy. By signing this agreement the intermediary is confirming that they have read and understand the Cantor Conflicts of Interest policy summary. When completing an application to open an account with Cantor an introduced client will be asked to sign and confirm that they have read and understand the Cantor conflicts of interest policy summary.

Off-Exchange Transactions

Cantor may execute transactions for Introduced Clients in circumstances in which the relevant transaction is not regulated by the rules of any stock exchange or investment exchange. In these circumstances, the Intermediary must be aware that these transactions may not provide Introduced Clients with the same protections as "on-exchange" transactions.

Non-Readily Realisable Investments

Cantor may enter into transactions on behalf of Introduced Clients in non-readily realisable investments. These are investments in which the market is limited or could become so. Such investments can be difficult or impossible to deal in and it can be difficult to assess what would be a proper market price for them.

Errors on the Introduced Client's Account

Cantor reserve the right to correct any errors made on an Introduced Client's account without their approval.

Investor Compensation Act, 1998

In accordance with Section 38(1) of the provisions of the Investor Compensation Act, 1998, Cantor is required to ensure that we inform actual and intending clients of the following information concerning investor compensation:

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- (i) that the Investor Compensation Act, 1998 provides for the establishment of a compensation scheme and the payment, in certain circumstances, of compensation to certain clients (known as eligible investors) of authorised investment firms, as defined in that Act;
- (ii) Cantor is a member of that compensation scheme
- (iii) that compensation may be payable where money or investment instruments owed or belonging to clients cannot be returned to those clients for the time being and there is no reasonably foreseeable opportunity of the firm being able to do so
- (iv) that a right to compensation will arise only:
 - if the client is an eligible investor as defined in the Act
 - if it transpires that Cantor is not in a position to return client money or investment instruments owed or belonging to clients, and
 - to the extent that the client's loss is recognised for the purposes of the Act
- (v) that where an entitlement to compensation is established, the compensation payable will be the lesser of
 - 90% of the amount of the client's loss which is recognised for the purposes of the Investor Compensation Act, 1998; or
 - €20,000.

Termination of Intermediary Agreement

Either party may terminate this Agreement by sending the other party prior written notice (expiring on the date specified in such notice) without prejudice to any outstanding rights or obligations incurred prior to such expiry.

The Intermediary agrees that Cantor shall be entitled to terminate this agreement at any time and if so does it shall be under no contractual obligation to accept any orders transmitted by the Intermediary on behalf of an Introduced Client or any monies belonging to the Intermediary or an Introduced Client.

Exclusion

Nothing in this agreement shall impose upon Cantor any obligations to execute or undertake any transaction on the Intermediary's behalf or on behalf of Introduced Clients, and Cantor may refuse to execute any transaction at our sole discretion and without explanation.

Force Majeure

Notwithstanding any other provision contained in this Agreement, Cantor will not be responsible or liable for any loss or any failure to fulfil any of its obligations or duties hereunder or for any claims, losses, damages, liabilities, costs or expenses suffered or incurred by the Intermediary or any of their customers if such loss, damage, liability, cost, expense or failure arises directly or indirectly out of or in connection with or as a result of any fire, natural disaster, delay or breakdown in communications or electronic transmission system, unavailability of market prices or suspension of dealing on relevant exchanges or failure of any securities depository or any other cause or circumstance beyond the reasonable control of Cantor.

Communicating with Introduced Clients

Cantor will communicate directly with an introduced client by telephone, email or letter where required.

Data Protection and Confidentiality Information

Cantor may use, store or otherwise process personal information provided by the Intermediary or any Introduced Clients or Cantor in connection with the provision of the services for the purposes of providing the services, administering Introduced Clients' accounts or for purposes ancillary thereto, including, without limitation, for the purposes of credit enquiries or assessments. The information Cantor hold about Introduced Clients is confidential and will not be used for any purpose other than in connection with the provision of the services. Information of a confidential nature will be treated as such provided that such information is not already in the public domain.

Information of a confidential nature will only be disclosed outside the group of companies of which Cantor or PSIL are a part, in the following circumstances:

- (i) where required by law or if requested by any regulatory or government authority or exchange having control or jurisdiction over Cantor (or any associate);
- (ii) to investigate or prevent fraud or other illegal activity;
- (iii) to any third party in connection with the provision of services to Introduced Clients by Cantor;
- (iv) for purposes ancillary to the provision of the services or the administration of Introduced Clients' accounts, including, without limitation, for the purposes of credit enquiries or assessments;
- (v) if it is in the public interest to disclose such information;
- (vi) at the Introduced Client's request or with the Introduced Client's consent.

Introduced Clients will be consenting to the transmittal of their data outside of the EU/EEA where this is permitted under the Data Protection legislation in Ireland.

In accordance with the Data Protection legislation in Ireland, Introduced Clients are entitled to a copy of the information Cantor hold about them on computer, on payment of a fee that is capped by the Data Protection Commissioner of Ireland. Introduced Clients should let Cantor know if they think any information Cantor holds about them is inaccurate, so that Cantor may correct it.

In accordance with the Record Retention Statement below, Introduced Clients will not be at liberty to request the destruction or deletion of any record pertaining to them unless Cantor are required to do so by force of law or other regulatory requirement.

Record Retention

In accordance with legal and regulatory requirements, Cantor will retain Introduced Clients' records, for a minimum period of six years, including the period following the termination of any relationship between Cantor and the Intermediary. This period may be extended by force of law, regulatory requirement or agreement between Cantor and the Intermediary.

The parties must, on receipt of a reasonable written notice from the other party, but subject to applicable law, promptly provide to the other party such information and data as it has in its possession that the other party reasonably requires for the purposes of complying with its legal, regulatory, business and marketing obligations.

The Intermediary will endeavour to provide to Cantor, subject to applicable law, any information and data relating to an introduced client's financial standing or income as is in their possession that Cantor reasonably requires in the normal course of its business.

Assignment

Cantor shall have the sole right, upon written notice to the Intermediary, to assign the benefit of this Agreement or any part thereof to any other body corporate.

Amendment

Cantor from time to time may amend this Agreement by sending to the Intermediary a written notice describing the relevant changes. Such changes will become effective on a date to be specified in the notice which must be at least one week after the notice is sent to the Intermediary. The Intermediary is deemed to have consented to any alteration that may be effected to these terms and conditions if Cantor does not receive notification otherwise from the Intermediary, in writing, within the time that the changes were notified to the Intermediary and their coming into effect.

Dealing with Introduced Clients' Complaints

Any disputes or complaints from Introduced Clients (with all relevant details) must be notified by the Intermediary in writing, fax or email to Cantor's Compliance Department as soon as practicable and no later than close of business on the next business day after the day on which the Intermediary became aware of the dispute or complaint.

Cantor will assess the merit of the complaint in accordance with the prevailing Cantor Complaints Handling Procedure. A copy of the Cantor complaints handling procedure will be made available to both the Introduced Client and the Intermediary upon request Cantor's Complaint Resolution Policy is also available on www.cantorfitzgerald.ie. If the

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dispute or complaint is not satisfactorily resolved, or should the Introduced Client be dissatisfied with the handling of the dispute, the Introduced Client will be notified of their entitlement to refer the matter to the Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02 VH29. The Financial Services Ombudsman deals with complaints against any regulated firm that relate to the following 'eligible customers':

- Personal customers (i.e. individuals not acting in the course of business);
- Small companies (defined as companies with turnover less than €3m); and
- Unincorporated bodies (includes partnerships, trusts, clubs & charities).

Each of Cantor and the Intermediary must refer to the other party any disputes or complaints from Introduced Client which may have an adverse effect on the latter's reputation, business, integrity or compliance with applicable laws, and must do so within 5 business day of becoming aware of the potential dispute or complaint.

Each of Cantor and the Intermediary must give the other such details of those disputes or complaints as are reasonably requested from time to time.

Where an intermediary who has introduced a client to Cantor has a complaint about any aspect of that intermediary's dealings with Cantor, the intermediary should discuss his concerns in the first instance with the Broker to whom he has referred the Introduced Client. If the matter cannot be resolved to the satisfaction of both parties, the complaint should be referred by the intermediary to the Cantor Compliance Department as soon as it becomes apparent that a resolution is not possible. Cantor will consider the complaint and seek a resolution to the issue. Please see our Cantor Fitzgerald Complaints Resolutions policy available on www.cantorfitzgerald.ie for more information. Please note that an Intermediary cannot make a Complaint on behalf of the Introduced Client.

Arbitration

Any dispute whatsoever relating to this Agreement shall be referred by the parties to an Independent Body to be approved by agreement and, in default of agreement between the parties, within 15 days of a dispute

arising. The decision of the Body will be final and binding on the parties and shall not be questioned by any of them in any way whatsoever. The provisions of the Arbitration Acts, 1954-1980 shall not apply.

Miscellaneous

Cantor and the Intermediary both represent and warrant that

- each has full legal capacity and authority to enter into this Agreement and to perform its obligations and duties hereunder and this Agreement has been duly and validly authorised, executed and delivered on behalf of each of us and is a valid and binding agreement of each of us, and
- neither the entering into of this Agreement nor the performance of any of its obligations and duties herein nor the exercise of any of the rights herein is in breach of any agreement or undertaking or any applicable law, regulation or order binding on or affecting it.

Unless the written authority of Cantor shall have first been obtained, the Intermediary shall not utilise any book, newspaper, publication or other media for advertisements in any way relating to Cantor or bearing the Cantor's registered name or the names of its products.

The Intermediary shall indemnify Cantor from any loss, cost or expense suffered by it, arising from negligence wilful default or fraud on the part or the Intermediary in carrying out its duties under the terms of this Agreement.

If in any case the Intermediary shall have been paid commission in respect of any business which for any reason shall be declared void, the Intermediary shall immediately refund such commission to Cantor

This appointment and the payment of commission shall be dependant upon the Intermediary providing a continuing satisfactory service on all business transactions on which commission has been paid under this Agreement and the intermediary being appropriately regulated by the Central Bank of Ireland or relevant regulatory authority. The payment of commissions shall automatically cease if any action of the Intermediary would prevent the continuation of this service.

The Intermediary has no authority to alter, modify, waive or change in any way whatsoever the terms, rates of premium or conditions of Cantor's contracts or products whether or not such contracts or products are covered by this Agreement.

6. Whole Agreement

This agreement (together with any documents to be executed pursuant to this agreement) supersede all prior representations, arrangements, understandings and agreements between the parties hereto relating to the subject matter hereof, and sets forth the entire, complete and exclusive agreement and understanding between the parties relating to the subject matter hereof. The Schedule to this Agreement may be amended from time to time by written agreement between the parties.

In the event that any one of the provisions contained in this Agreement, and its schedule, shall be invalid or unenforceable, the remaining provisions contained herein shall apply as if the invalid provision had not been included.

Governing Law

These terms will be governed by the laws of Ireland.

Execution Date

INTERMEDIARY SIGNATURE

Print Name

Address

Date Signed

Witness

CANTOR SIGNATURE

Print Name

Date Signed

Witness