

RETAIL CLIENT AGREEMENT

Client agreement between Strategy Wealth and:

office@strategy-wealth.co.uk Client name(s):

Victoria Offices & Conference Centre
Station Approach, Victoria, St Austell
Client Address:

Cornwall, PL26 8LG

strategy-wealth.co.uk

Date:

INTRODUCTION

This document sets out the terms under which we will provide our services to you, so it is important that you read it carefully. If there is something you do not understand please ask us to explain it.

You should read this Agreement in conjunction with our Fee Agreement, which has been supplied to you separately.

This document constitutes our Terms of Engagement and is issued on the date above. Any reference to 'you', 'your' or 'The Client' refers to the client name stated above or on the front page (where a cover page is used).

AUTHORISATION

Strategy Wealth Uk Ltd (the 'Firm') is an Appointed Representative of ValidPath Limited which is authorised and regulated by the Financial Conduct Authority, Firm Reference Number 197107. **Strategy Wealth Uk Ltd** provides 'whole of market' advice in relation to investments and non-investment protection contracts and has considerable skill, knowledge and experience in this field.

The Client wishes to engage the Firm to provide financial advice, and the Firm agrees to accept this engagement based on the terms set out in this Agreement.

All advice given and recommendations made will be confirmed by us to you in written form, but only after we have assessed your needs and considered your financial objectives and attitudes to any risks that may be involved. We will also take into account any restrictions that you wish to place on the types of products that you would be willing to consider.

The Financial Conduct Authority is the independent watchdog that regulates financial services.

ValidPath Limited's permitted business is investment, protection, pensions and mortgage intermediation. **Strategy Wealth Uk Ltd** is regulated in the United Kingdom. You can check this on the FCA's Register by visiting the FCA's website www.FCA.gov.uk/register/home or by contacting the FCA on 0800 111 6768 (freephone) or 0300 500 8082 from the UK, or +442070661000 from abroad. They are open Monday to Friday, 8am-6pm, and Saturday 9am-1pm.

OBLIGATIONS

The Firm shall provide to the Client the services set out in our 'Adviser Charging Agreement'. In consideration of us providing you with this service, you agree to comply with the Terms outlined in this Agreement.

You shall give us instructions in writing (which may include email at our discretion). Also, at our discretion, we may accept verbal instructions provided that they are confirmed in writing. We shall not carry out any transaction on your behalf, unless it is supported by your written instructions.

CLIENT CLASSIFICATION

Each client with whom the firm does business is categorised in order to identify the level of regulatory protection. We propose to classify you as a 'Retail Client' for Investment purposes. This will provide you with the highest level of protection under the regulatory system as well as allowing you access to the Financial Ombudsman Service (FOS). You will be treated as a Retail Client unless you are advised by us prior to any business being transacted.

Unless clearly stated in writing to the contrary, it is our understanding that you forever intend to reside in the United Kingdom, and you will advise us immediately if you are considering moving abroad.

SERVICES TO BE PROVIDED

Insurance

We offer products from a range of insurers for Term Assurance, Mortgage Protection, Critical Illness, Income Protection & Private Medical Insurance.

We will advise and make a recommendation for you after we have assessed your needs and objectives.

You will be presented with an illustration, prior to application, which will include any commissions payable.

Investment

We provide Independent advice – We will advise and make a recommendation for you after we have assessed your needs. Our recommendation will be based upon a comprehensive and fair analysis of the market.

We offer an initial discussion without charge, at which we can discuss your needs and objectives and describe our services and remuneration options. If you decide to go ahead, we will:

- Gather and analyse relevant personal financial information about you, your needs, aims and objectives;
- Carefully assess your attitude to risk, and capacity to tolerate it;
- Recommend and discuss with you any actions we think you should take, agree a course of action, and implement the necessary provisions to support your objectives.

With regards to investments that we have arranged for you, our practice is to provide an annual review service, which will take the form of updated information plus an invitation to a review meeting. We may also contact you in the future to discuss the relative merits of an investment or service which we feel may be of interest to you following our initial recommendations, if we feel this is applicable. We will be pleased to advise you at any time you ask and the remuneration basis for the advice will be on the terms applying at that time.

On issue of this letter any subsequent advice or recommendation offered to you will be based upon your stated investment objectives, acceptable level of risk and any restrictions you wish to place on the type of investments or policies you are willing to consider. We will issue you a suitability letter to confirm our recommendation, within which will hold your stated objectives and acceptable level of risk. Unless otherwise confirmed we will assume that you do not wish to place any restrictions on the advice that we give you, and that the level of risk acceptable to you remains unchanged to that initially stated.

Investment products all carry some risk whereby their value and any income derived from them can go down as well as up. No guarantees are given by us either expressly or by implication on the future performance of any investment, and past performance should not be taken as any indication of future prospects. You are advised that, because the value of investments can fall as well as rise, you may not get back the full amount invested.

We will also arrange for all your investments to be registered in your name unless you first instruct us otherwise in writing. We will forward to you all documents showing ownership of your investments as soon as practicable after we receive them. Where a number of documents are due involving a series of transactions, we normally hold each document until the series is complete, and then forward them to you.

WHAT WILL YOU HAVE TO PAY US FOR OUR SERVICES?

Insurance

A minimum fee of £500 for advice and implementation in relation to the types of products and services listed above. This will generally be offset against any commission received by us should you proceed with a recommended product.

You will receive an illustration that will confirm the commission payable as well as any other fees or commissions relating to any particular insurance policy.

Investment

You will pay for our services on the basis of the summary provided below. We will discuss payment options with you and answer any questions you have. We will not charge you until we have agreed with you how we are to be paid.

Non-Advised Services

Where you retain our services to handle a specific transaction on your behalf, but without the requirement for advice, we will charge you a fee for such a service based on our hourly rates, which will be disclosed in our **Fee Agreement**. Your signature of that Agreement is our authorisation to proceed with that transaction.

Advised Services

The charge for our services is partly related to the expertise of the adviser, and partly to the nature of the service that you require from us. We will in any case tailor our service (and charge) to the needs and circumstances of each client. The following table provides a summary of the main options:

А	Initial Financial Planning service, to include holistic review of your financial situation, protection needs, savings & investments and pension review, cash flow planning and any necessary transfer or product recommendations, including pension consolidation, new investments or transfers.	Hourly rates, with estimate provided after Discovery meeting before we start work: • Administrator £50ph
В	Advice only, restricted to a certain area, eg Pensions, Investments, IHT planning, Cash Flow planning.	Paraplanner £100phAdviser £175ph
С	Protection Advice, eg. Life insurance, Critical Illness, Whole of Life	£500 fixed fee, waived if implemented
D	Implementation of Investment or Pension recommendations, to include completing anti-money laundering checks, liaising with providers, completing applications, tracking transfers etc.	£200 fixed fee for each Investment or Pension product. No charge for clients using our Ongoing Review Service.
Е	Implementation of Protection Products to include completing anti-money laundering checks, liaising with providers, completing applications, etc.	We will be paid a commission by the provider for any protection products and this will be disclosed to you in advance.
F	Top up of existing investment or pension product, including recommendation, application and implementation.	£300 fixed fee for each Investment product and £600 for each Pension product.
G	Accessing your Pension benefits at retirement, including annuity purchase, drawdown or lump sum.	Hourly rate as above, depending on complexity. No charge for clients using our Ongoing Review Service.
Н	Ongoing Review Service, please refer to our <i>Adviser Charge Agreement</i> document enclosed.	1% per annum of the value of assets under our management on assets up to £2m.

We offer a range of payment options including:

Settling your adviser charge through a single payment: Invoice plus payment by client within 30 days of receipt on completion of work. Whether you decide to implement our recommendations or not, you will pay us an adviser charge for our advice and services, which will become payable upon completion of our work.

☑ Settling your adviser charge by instalments: Where no ongoing service is being provided, and only where regular premium products are recommended, we offer the facility to pay by instalments through your recommended product.

If you buy a financial product, you can choose to have your adviser charge deducted from the product through instalments. Although you pay nothing to us up front, that does not mean that our service is free. You still pay us indirectly through deductions from the amount you pay into the product. These deductions will pay towards settling the adviser charge. These charges could reduce the amount left for investment. If you select this method of payment, we will detail the terms in our Fee Agreement.

☑ Paying through other arrangements: An agreed charge to be taken from the product, and paid to ourselves by the product-provider, rather than you writing us a cheque.

☑ Payment for ongoing services: Annual fee paid monthly to our firm out of the product in order to pay for annual review services.

The Firm does not transact Defined Benefit Pension Transfers, Mortgages, or Home Finance business. Any enquiries pertaining to such an area will, with your consent, be referred to a suitably qualified specialist for their consideration.

COMMUNICATION

We will communicate with you in English both verbally and written for the sending and reception of orders. Our written communications will take the form of hard copy (paper) correspondence and emails, unless you advise us to the contrary.

DISCLOSURE AND ACCURACY OF INFORMATION

The Client is fully responsible for all disclosures made, and the accuracy of information provided within documentation supplied by the client, which may include Client FactFinds, forms, applications or proposals signed by the Client, notwithstanding any assistance given by the Firm, its staff or advisers. The Firm shall also not be liable for the actions, omissions or defaults of any third parties, whether or not such parties were introduced by the Firm.

CLIENT MONEY

Strategy Wealth does not handle clients' money. We never accept a cheque made out to us unless the cheque is in settlement of charges or disbursements for which we have sent you an invoice, nor do we handle cash.

ADVISER CHARGING (FEES)

For an overview of the main remuneration options please refer to our 'Key Facts About Our Services & Costs' and our 'Adviser Charging Agreement' which are provided as separate documents. For investment work we are remunerated via a methodology called 'Adviser Charging', established by our Regulator.

Our 'Adviser Charge' fees take account of the degree of skill and responsibility involved and the time necessary to complete the work, as well as the value of the work itself. In consideration of the advice and services provided by us, you agree to pay us a fee as outlined in our Adviser Charging Agreement. All fees and any amendments to such will be agreed with you before proceeding.

All such charges as specified in the Adviser Charging Agreement are normally billed on the completion of a piece of work, or on a monthly or quarterly basis as agreed. Our payment terms are 30 days unless we receive payment from a product-provider. We retain a full record of all work undertaken for each client and can render an interim statement at any point in time on request.

The Firm reserves the right to suspend services where fees are not paid in accordance with this Agreement, or where the Client has not acted in accordance with the same. We may exercise our right to claim interest and compensation for debt recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998 if fees are not paid in accordance with agreed credit terms.

ANTI-MONEY LAUNDERING

We are required by the anti-money laundering regulations to verify the identity of our clients, to obtain information as to the purpose and nature of the business which we conduct on their behalf, and to ensure that the information we hold is up to date. For this purpose, we may use electronic identity verification systems and we may conduct these checks from time to time throughout our relationship, not just at the beginning.

MATERIAL INTEREST AND PROFESSIONAL ETHICS

We will act honestly, fairly and professionally, with a focus on our 'Clients' best interest'. We will be open, honest and transparent in the way we deal with you, we will not place our interests above yours, we will seek to communicate clearly and without jargon, and we will always seek your views in order to best meet your expectations.

If we become aware of a connected party or a conflict of interest in relation to business that we are transacting on your behalf, we shall cease such work and disclose the matter in full to you. However, we do recognise that occasionally situations may arise where we or one of our other clients have some form of interest in business transacted for you. If this happens or we become aware that our interests or those of one of our other clients' conflict with your interest, we will write to you and obtain your consent before we carry out your instructions and detail the steps we will take to ensure fair treatment.

RIGHTS TO CHANGE OR CANCELLATION

In relation to any specific financial transaction, we will inform you of your statutory right to cancel. The 'Distance Marketing Directive' normally grants you 30 days in which you may cancel a life or pension contract. However, there will be occasions where no statutory rights are granted, and this will be explained before any contract is concluded. If you cancel a single premium (investment) contract, you may be required to pay for any loss you might reasonably incur in cancelling it that is caused by market movements. This means that, in certain circumstances, you might not get back the full amount you invested if you cancel the policy.

The Terms laid out in this Agreement are subject to change from time to time and any new Terms published by us will automatically supersede all others, once a copy has been sent to you, except for changes to our charges and fees which will take effect one month after we have notified you of such changes.

LIMITATION OF OUR RESPONSIBILITY AND LIABILITY

Nothing in these terms detracts from or avoids our responsibility to provide you with suitable advice and service, nor from your right to complain to the Financial Ombudsman. Subject to our duties or liabilities under the Financial Services and Markets Act and the other provisions of these terms, we shall only be liable to you for any loss or damage you may suffer as a direct result of any services which we provide to you to the extent that such loss or damage arises as a result of fraud, negligence, or wilful default by us.

You accept that:

- 1. We are only responsible for transactions that we advise you to undertake and for which you have paid us our normal agreed implementation fee.
- 2. Where you are not paying us an ongoing fee for any particular investment, we shall not provide any further advice in relation to that investment or be responsible in any way for the oversight thereof.
- 3. We will not be liable for any losses, damages, liabilities, or claims incurred due to:
 - a. The fall in value of any investments held by you.
 - b. any service-related issues or delays caused by third parties which are beyond our control.
 - c. the completeness or accuracy of the information prepared by a third party.
 - d. the loss of any documentation (including without limitation share certificates or other documents of title) in the UK postal system.
 - e. the alteration or loss of confidentiality of any emailed information or electronic message.
 - f. penalties, surcharges, interest, or additional tax liabilities arising from the supply by you or others of incorrect or incomplete information, or from the failure by you or others to supply any appropriate information or from your failure to act on our advice or to respond promptly to communications from us or the tax authorities.
 - g. reliance by any third party on our advice or work unless we have consented in writing to the same.
 - h. a failure or delay in implementing instructions as a result of our inability to verify the authenticity of the instruction or where we consider the instruction to be unclear or ambiguous.
 - i. transactions that you conduct without our specific advice and without paying us our normal implementation fee. For the avoidance of doubt, this means, for example that if we recommend you invest in a portfolio consisting of funds A, B, C, D and E, and you subsequently invest in one or more of those funds without

conducting the transaction via our company, we are not liable in any way for any consequence of that transaction.

LAW AND RELATED PROVISIONS

The validity, construction and performance of these Terms is governed and shall be construed to be in accordance with English Law and the parties shall submit to the exclusive jurisdiction of the English Courts. Each party irrevocably waives any right it may have to object to any action being brought to those courts, to claim that the action has been brought to an inappropriate forum or to claim that these courts do not have jurisdiction.

All advice given by the Firm takes into account taxation and other legislation applying in England and Wales only. We accept no responsibility or liability for any financial or other loss incurred by you through our advice or otherwise due in any way to other taxation, regulatory or legislative regimes. If you think you might be subject to any tax or legislative regime outside of England and Wales, then we recommend you seek specialist advice before you proceed with any recommendations made by us.

Any notice given under these Terms shall be in writing and shall be deemed to have been duly given if left or sent by first class post or registered post and shall be deemed to have been received by the addressee two working days following despatch of the notice, or if by hand, simultaneously with the delivery. To prove the giving of notice, it shall be sufficient to show that it was despatched.

You shall not be entitled to assign or transfer the benefit of the Terms contained in this Agreement. We are entitled to assign or transfer the benefit of the Terms.

A person who is not a party to these Terms shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any part of these Terms. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to the Act.

Save where with reasonable foresight the breach could have been avoided, neither party shall be liable to the other for any loss or damage outside the reasonable control of both parties.

TERMINATION

The authority to act on your behalf may be terminated at any time without penalty by either party, giving ten business days' notice in writing to that effect to the other, but without prejudice to the completion of transactions already initiated. Any transactions effected before termination and a due proportion of any period charges for services shall be settled to that date.

This Agreement will terminate automatically if:

- a) Either party commits a material breach of the terms thereof;
- b) The Firm ceases to be regulated by the FCA or another appropriate regulatory authority (except for the purpose of amalgamation or reconstruction);
- c) Either party becomes bankrupt or goes into liquidation, except for the purpose of amalgamation or reconstruction.

CLIENT SATISFACTION

If at any time you would like to discuss with us how our service could be improved, please do not hesitate to contact us.

If you have a complaint about financial loss, material inconvenience or material distress, please refer this to our Complaints Officer at ValidPath Limited, Complaints Department, Maltings, East Tyndal Street, Cardiff, CF24 5EA who will investigate the matter in full and provide you with a formal analysis of their findings. If you are not satisfied with their response, you have the right to refer the matter to the Financial Ombudsman Service (FOS) within 6 months of the date of their letter.

We reserve the right to reclaim costs and expenses reasonably incurred by the Firm or ValidPath Limited in defending any complaints to the Ombudsman or Courts or similar system which are of a frivolous or vexatious nature. This applies to circumstances surrounding any products or advice given from this point, as well as previously. If the complaint is not upheld we will recover whatever costs, if any, are allowed.

The Firm is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends upon the type of business and the circumstances of the claim. Our authorising Network (ValidPath Limited) holds compliant Professional Indemnity Insurance that satisfies FCA requirements.

ARE WE COVERED BY THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)?

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Here are some typical examples:

Investment - Most types of investment business are covered up to a maximum limit of £85,000 if the firm failed after 01/04/2019. If the firm failed between 01/01/2010 and 31/03/2019, the maximum limit is £50,000.

Deposits - £85,000 per person per firm (for claims against firms declared in default from 1st January 2017).

For joint accounts, up to £170,000 is covered.

Insurance - Insurance advising and arranging is covered for 90% of the claim, without any upper limit.

For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit.

Further information about compensation scheme arrangements is available from the FSCS.

DATA PROTECTION AND PRIVACY NOTICE

Strategy Wealth acts as controller for the personal information you provide to us. We take your privacy seriously and this Privacy Notice explains your rights together with how we gather, use and share your personal information. We are committed to collecting and using such data fairly and in accordance with the requirements of the General Data Protection Regulation (GDPR).

By signing this document, you consent to us or any company associated with us for processing, both manually and by electronic means, your personal data for the purposes of providing advice, administration and management. We confirm that all such information requested is essential to the provision of regulated advice and satisfies the requirements of the FCA.

"Processing" includes obtaining, recording or holding information or data, transferring it to other companies associated with us, product providers, the FCA or any other statutory, governmental or regulatory body for legitimate purposes including, where relevant, to solicitors and/or other debt collection agencies for debt collection purposes and carrying out operations on the information or data. If, in order to provide services to you, we are required to pass your personal information to parties located outside of the European Economic Area (EEA), it is entirely possible that those countries do not have Data Protection Laws equivalent to those applying in the UK. Where this is the case, we will take reasonable steps to protect the privacy of your information. We may also contact you or pass your details to other companies associated with us to contact you (including by telephone) with details of any other similar products, promotions, or for related marketing purposes in which we think you may be interested.

The information provided may also contain sensitive personal data for the purposes of the Act, being information as to your physical or mental health or condition; the commission or alleged commission of any offence by you; any proceedings for an offence committed or alleged to have been committed by you, including the outcome or sentence in such proceedings; your political opinions, religious or similar beliefs, sexual life, or your membership of a Trade Union. If at any time you wish us or any company associated with us to cease processing your personal data or sensitive personal data, or contacting you for marketing purposes, please contact The Data Protection Officer at the address shown on the first page of this Agreement.

You may be assured that we and any company associated with us will treat all sensitive personal data as confidential and will not process it other than for a legitimate purpose. Steps will be taken to ensure that the information is accurate, kept up to date and not kept for longer than is necessary. Measures will also be taken to safeguard against unauthorised or unlawful processing and accidental loss or destruction or damage to the data.

It is now common practice to communicate and share information over the internet. Internet communications are not guaranteed to be secure and therefore we will not accept liability for any claims by you for damages or loss arising from a breach of confidentiality, breach of the GDPR regulations, mistakes arising from inaccuracies in the data transmitted by or received by us, or non-delivery of any message from or to us. Should you wish for us not to handle your data in this way, you should inform us of your preference.

Your Privacy Rights

You have the right to object to how we process your personal information. You also have the right to access, correct, sometimes delete and restrict the personal information we use. In addition, you have the right to complain to us by writing to the address above, and also to the Information Commissioner, who is the data protection regulator, at ico.org.uk/global/contact-us.

- Right to withdraw consent: Where you have given us your consent to use personal information, you can withdraw your consent at any time.
- Access to your personal information: You can request access to a copy of your personal information. We will not normally charge for providing this information to you.

- Portability: You can ask us to provide you or a third party with some of the personal information that we hold about you in a commonly used electronic form.
- Rectification: You can ask us to change or complete any inaccurate or incomplete personal information held about you.
- **Erasure**: You can ask us to delete your personal information where it is no longer necessary for us to use it and you have withdrawn consent, or where we have no lawful basis for keeping it. Note that we might be required by regulations to retain your information even if you want it to be deleted.
- Right to object: You can object to our processing of your personal information.
- Restriction: You can ask us to restrict the personal information we use about you where you have asked for it to be erased or where you have objected to our use of it.

How we gather and use personal information

We need to obtain information about you, so that we can provide the financial advice you require. We use information relating to your personal situation and financial position.

We obtain personal information:

- directly from you, usually in a face-to-face meeting but potentially also by telephone or other means;
- from other organisations such as investment/pension/insurance providers, where you have provided authority for them to share information relating to your existing plans;
- from your professional advisers, where you have provided authority for them to share information.
- we may also obtain some personal information from recording calls or meetings or by making contemporaneous notes of calls or meetings.

We hold such information as Data Controllers in accordance with the requirements of the Data Protection Act 2018 and the EU General Data Protection Regulation, together referred to as the 'Regulations'.

We use this information to analyse your current and future financial needs so that we can ensure that any subsequent advice takes due account of, and is suitable for, your circumstances. We will not share your information with any other party except as indicated in this Privacy Notice or where required to do so by any statutory, governmental or regulatory body for legitimate purposes.

Legal basis for collecting/processing information

The legal basis on which most of the information that you provide will be collected and processed is to enable us to provide the financial advice that we have agreed you require. However, some types of information require your explicit consent, particularly in relation to any adverse health history you might have. We will seek your consent if required. Where you have given us consent, you have the right to withdraw it at any time.

Where you provide data in relation to another data subject who is not present, for example your spouse, partner or child, we will assume that consent has been provided to you by that individual. This situation may arise where we need information about persons connected to you in order to provide suitable advice, or where this information is needed to appoint them as a beneficiary on a policy. Where appropriate, we may send a copy of this Privacy Notice to the connected data subject.

Keeping personal information

We keep your personal information securely for as long as we need to for the purpose of providing you with financial advice under the Terms of Business and Client Agreement (contract) or for as long as we are required to by relevant regulations.

Sharing and transferring personal information

In the course of providing suitable financial advice, we will need to share your information with certain third parties. The categories of third party we may share your information with are listed below.

- Insurance Providers
- Pension Providers
- Annuity Providers
- Investment Providers
- Investment Platforms

- Providers of Pension Transfer Comparison Reports
- Compliance Advisers
- Legal Advisers
- Back Office Systems Providers
- Third Party Software Providers

We will only share your information with third parties when necessary and will ensure that any third parties that we do share your information with have sufficient data protection processes in place.

ACCEPTANCE

The Terms shall take effect from the date of issue, and you agree that any work carried out for you on your instruction (either verbal or written) prior to the date of issue shall once you have signed the Terms be treated for all purposes as if governed by the Terms.

Client consent



Please tick this box if you do <u>not wish</u> for us or any company associated with us to contact you for marketing purposes by e-mail, telephone, post or SMS. *Please note that this might interfere with future service and policy reviews.*

This is our standard client agreement upon which we intend to rely. For your own benefit and protection, you should read these terms carefully before signing them. If you do not understand any point please ask for further information.

I/we confirm that I/we have read and understood the contents of this Agreement and consent to the Terms. I/we hereby authorise the transfer of information as described above on a confidential basis when warranted between such third parties. I/we agree that this Agreement shall come into effect from the date of issue.

Client one:						
Name:	Signed:		Date:			
Client two:						
Name:	Signed:		Date:			
Signed on behalf of the company:						
Name:	Signed:	Role:	Date:			

(If signing on behalf of a company, trust or other corporate body, please indicate your position and provide evidence to confirm your power to sign on behalf of that body.)

Signed on behalf of:	Name:	Date: