

Client Agreement document

INTRODUCTION

Our aim is to provide you with a professional and personal service of the highest standards, matched to your requirements, the complexity of your financial arrangements and your budget.



This document sets out our terms of business, regulatory issues and the way in which we operate and should be read in conjunction with a Service Proposition and Payment Agreement and any suitability report and product related literature that may be issued.

Please read these documents carefully as they provide important information about the way we provide our services and by signing them you consent to the terms stated therein. If there are any terms within this agreement that you do not understand, please contact us for clarification.

COMMENCEMENT AND TERMINATION

This client agreement comes into force immediately on receipt of the signed declaration.

From time to time it may be necessary for us to amend our Client Agreement in which case we will provide you with an updated version of the Agreement for your reference and where practically possible, your signature, prior to carrying out any further investment business with you or for you.

You or we may terminate our authority to act on your behalf at any time, without penalty. Notice of this termination must be given in writing and will take effect from the date of receipt. Termination is without prejudice to any services already provided or transactions already initiated, which will be completed according to the Client Agreement unless otherwise agreed in writing. You will be liable to pay for any transactions made or carried out prior to termination and any fees, which may be outstanding.

REGULATORY STATUS

Acuma Ltd, The Priory, Manor Road, Abbots Leigh, Bristol BS8 3RP is authorised and regulated by the Financial Conduct Authority. Our FCA Register number is 302942.

Our permitted business is advising on and arranging investments, noninvestment insurance contracts and mortgages.

You can check this on the FCA's register by visiting the FCA website <http://www.fca.org.uk/register> or by contacting the FCA on 0800 606 6768.

CLIENT CATEGORISATION

In providing investment services to you, we will categorise you as a retail client. The type of client category will determine the level of protections afforded to you under the regulatory system. As a retail client the regulatory protections available to you are determined by this category and will be “the highest available”.

Where we have categorised you other than as a ‘retail client’ (see above), you may request re-categorisation under a client category which benefits from a higher degree of protection. However, we reserve the right to agree to such a re-categorisation on a case-by-case basis and, where we agree to do so, it does not necessarily mean that you will have a right of access to the Financial Ombudsman Service.

It may be appropriate, according to your experience and understanding, for you to be re-categorised as a ‘professional client’ or ‘eligible counter-party’. In this event, we shall discuss the matter with you and explain the implications before issuing a new Client Agreement for your consent.

PRODUCTS AND SERVICES

Acuma Ltd provides independent financial advice to private clients and corporate clients. The scope of advice covers investments, insurance, and mortgages and includes generic financial planning.

We may also advise you on bank and building society investments, including national savings. This advice is not regulated by the Financial Conduct Authority (FCA). We may also advise you on other investments that are not regulated by the FCA and we will inform you of this when the recommendation is made.

As independent financial advisers we are able to offer and advise upon a wide range of products available from the whole of the market in respect of investments, mortgages and non-investment insurance contracts with which we deal. We will advise and make a recommendation for you after we have assessed your needs. Our recommendation will be based on a comprehensive and fair analysis of the market

We will confirm to you in writing our reason for recommending the transaction executed on your behalf. This is known as a Suitability Report and is an important document which should be retained by you.

Unless otherwise agreed and confirmed in writing, when we have arranged any investments for which you have given instructions, we will not normally give you any further advice or ensure that any initial advice remains suitable for you at a later date, unless you request it, but will be glad to advise you or review the investments at any time you ask us to do so, subject to our remuneration arrangements at that time.

INVESTMENT OBJECTIVES AND RESTRICTIONS

Following the issue of this document, any subsequent advice or recommendation offered to you will be based on 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. Details of your stated investment objectives will be identified during our discussions with you and confirmed in the suitability report that we will issue to you to confirm our recommendation. Unless confirmed in writing, to the

contrary, we will assume that you do not wish to place any restrictions on the advice we give you.

CLIENT INSTRUCTIONS

We usually ask clients to give us instructions in writing, to avoid possible disputes. Verbal instructions may be accepted provided they are confirmed in writing. We may refuse at our discretion to accept certain instructions but this discretion will not be exercised unreasonably.

While we may provide you with recommendations involving trusts and will planning, you should always take separate advice from a solicitor in relation to legal matters. Please be aware that the FCA does not regulate will writing, taxation and trust advice.

It is your responsibility to provide complete and accurate information to insurers and us when you affect your policy, throughout the life of your policy and when you renew your insurance. It is important that you ensure that all statements you make on proposal forms, claim forms and other documents are full and accurate. We cannot be held responsible for incorrect data held in the event of non-disclosure.

If you fail to disclose any material information to your insurers or us, this could invalidate your insurance cover and could mean that part or all of a claim may not be paid.

We will make arrangements 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 relating to a series of transactions is involved, we will normally hold each document until the series is complete and then forward them to you.

RIGHT TO WITHDRAW

In the case of many packaged investment products – such as life assurance contracts, personal pension schemes, investment bonds, and collective investment arrangements (e.g. unit trusts), a right to withdraw or cancel the contract within a specified period is normally provided. Details of such rights are ordinarily contained in the product literature (e.g. Key Features document) and/or we may provide details of such rights in a separate communication.

In the case of a non-packaged product (e.g. a direct equity ISA), we will inform you in writing of any right to withdraw or cancel you may have or, if it is the case, we will inform you in writing that no such rights will apply.

CLIENTS RISK

You are advised that because investments can fall as well as rise, you may not get back the full amount invested. Past performance is not a guide to future performance.

Certain transactions may require the transfer of funds between providers. Where this occurs, we cannot be held responsible for any delay that might occur on the part of these providers and which may result in a financial loss.

HOW WE CHARGE FOR OUR SERVICES

Not all firms charge for their services in the same way. You will pay for our services on the basis of either fees or adviser charges or, in the case of insurance and mortgages only, by commission (through product charges) or a combination of these. We will discuss your 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.

We will tell you how we get paid and the amount before we carry out any business for you.

Whenever commission is available to us, you can choose whether to pay us by allowing us to keep the commission, or by paying us a fee instead. We will tell you how much the commission is before the transaction. If you choose to pay us by commission, we will keep the commission. In some circumstances, we may also charge a fee on top of any commission we might receive. The actual amounts will depend on the service provided to you.

If you choose to pay us on a fee or adviser charge basis, we will agree its basis, frequency and method with you in writing before we carry out any work that we charge you for.

If paying by fee, whether you buy a product or not, you will pay us a fee for our advice and services, which will become payable on completion of our work. This fee will be either a fixed fee or an agreed percentage of the sum invested. If we also receive commission from the product provider when you buy a product, we will pass on the full value of that commission to you in one or more ways. For example, we could reduce our fee or reduce your product charges or refund the commission to you.

All fee amounts quoted below are exclusive of VAT, expenses and disbursements; these will be added to the invoice if applicable. We will tell you if you have to pay VAT. You may ask us for an estimate of how much in total we might charge. You may also ask us not to exceed a given amount without checking with you first.

If you buy an insurance or mortgage product, we may receive commission from the product provider. Although you pay nothing up front, that does not mean our service is free. You still pay us indirectly through product charges. Product charges pay for the product provider's own costs and any commission.

If you buy direct, the product charges could be the same as when buying through an adviser, or they could be higher or lower.

We may also receive some form of benefit if we introduce business to a product provider or another firm. We will tell you before the transaction if we are likely to receive some form of benefit from recommending any product to you, or from working with any product provider or firm.

There may be other costs, including taxes that are payable through other parties (such as the product provider) that we may not be party to. Such charges are normally disclosed in the relevant third party documentation, for example a Key Features Document.

Initial advice service

Our initial advice will be appropriate for you, based on your requirements and circumstances at that time.

Ongoing services

In addition to our initial advice services, you could ask us to undertake further services on an ongoing basis. Details of any ongoing services that we offer are detailed later within this document.

Our typical adviser charges are noted below. The exact amount may be more or less than this, but will be specifically agreed with you based on the work you ask us to do for you.

We will provide further details of the cost of our services in a separate document, 'Service Proposition and Payment Agreement' which you should read. You should sign to confirm your consent to this agreement, prior to any chargeable work commencing.

Payment for initial advice services

Before we provide any services to you, we will gather information about your circumstances and needs. We will not make a charge for this.

After this we will charge you:

A fee or 'adviser charge' based on your specific needs and circumstances. This will be agreed with you before proceeding and the actual charge is based on our time, the complexity of the advice and the potential added value to you. The amount depends upon the extent of the work and is subject to a minimum fee as set out in our Service Proposition and Payment Agreement and the following is an example.

An 'adviser charge' as a percentage of the initial investment amount as follows:

- 3% of the first £250,000
- 2% of the next £500,000
- 1% of the balance over £750,000

For example if you invest a lump sum of £75,000 into an investment bond, we would charge an 'adviser charge' of 3% of the amount invested, which would mean an initial 'adviser charge' of £2250 ($£75000 \times 3\% = £2250$).

Or

An 'adviser charge' based on a percentage of the regular premium amount as follows:

- £1 - £500 25% per month for 12 months, subject to a minimum of £500 and a maximum of £1500 overall.
- £ 500 + 15% per month for 12 months, subject to a minimum of £1500 and a maximum of £5000 overall.

For example if you contribute £200 per month into a personal pension plan, we would charge 25% of the premium for the first 12 months, which would mean a total initial 'adviser charge' of £600 (200 x 25% x 12 months).

We will tell you how much the initial 'adviser charge' will be before you complete an investment but you may ask for this information earlier.

Payment for ongoing services

There will be an additional charge for any ongoing work, such as periodic or ongoing reviews we carry out on your behalf. We will confirm the rate, frequency and length of any ongoing service(s) before commencing that ongoing service.

Ongoing services offered:

- Ongoing meetings
- Reporting
- Investment Management
- Contact
- Administration
- Professional services

More details on the services we offer will be provided separately in the Service Proposition and Payment Agreement.

Example:

Type of service: Annual reviews

To provide this service in respect of an existing investment portfolio our ongoing charges would be based on a percentage of the fund value which varies according to the value of the investment portfolio and is subject to a minimum charge which depends upon the level of service selected. This is specified in the Service Proposition and Payment Agreement.

Based on a fund value of £75,000, an ongoing charge of 1% of this amount would mean that it would cost £750 per year to provide an ongoing service (£75,000 x 1% = £750). As the fund value varies over time, the ongoing charge may vary accordingly.

To provide this service in respect of regular contributions our ongoing charges would be based on the amount of the regular contributions and on a percentage of the accumulated fund value:

Based on a regular contribution of £250 and an accumulated fund of £10,000, an ongoing charge of 3% of the regular savings and 1% of the fund value would mean that it would cost £190 per year to provide an ongoing service (£250 x 12 x 3% = £90 plus £10,000 x 1% = £100).

The frequency of the ongoing charge will depend on the service(s) you choose and is usually made by payment from the value of the investments and / or by standing order on a date of your choosing.

We will agree what will be charged before any service(s) provided and the amount will be confirmed within our 'Service Proposition & Payment Agreement'.

Independent advice service

Settling your adviser charge in a single payment

Whether you buy a product or not, you will pay us an adviser charge for our advice and services which will become payable on completion of our work.

You will be required to settle the payment of your adviser charge on completion of our work within 30 days. We accept cheques or electronic transfer. We do not accept payment by cash. You will be provided with a receipt upon payment.

And / Or

Settling your adviser charge by instalments.

This option is only available if we recommend regular premium products and no ongoing service is provided.

Paying 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 your product. These deductions will pay towards settling the adviser charge. These deductions could reduce the amount left for investment.

How your payment plan works:

Total monthly premium payable	£250
Total cost of advice	£600
Monthly payment for advice	£50
Length of repayment period	12 months

If you choose to pay for the advice you receive through instalments, these instalments will be deducted from the premium you pay each month and allocated towards settling the adviser charge. For example, the total cost of advice is £600. You have been recommended a regular premium product of which £250 will be paid each month. £50 will be taken from this amount to pay off your adviser charge over 12 months. The remaining £200 will be invested during this time. At the end of this period the adviser charge would have been settled in full. From month 13 the full £250 will be invested.

Keeping up with your payments

If you choose to pay for the advice you receive via instalments, the full amount of the adviser charge will need to be paid irrespective of whether:

- the recommended product(s) is /are cancelled before the full amount is paid; and/or
- you subsequently decide to transfer your business to another firm / financial adviser.

Any outstanding amounts, as at the date of cancelling the recommended product / transferring to another firm or adviser, will be due to be paid in full within 30 days of the termination / transfer date. An invoice will be raised for the full outstanding amount.

BEST EXECUTION POLICY

It is in the interests of our clients and Acuma Ltd that we obtain the best possible result when placing orders with other firms (e.g. third party brokers) for the execution of client orders or when transmitting orders on behalf of clients for particular investments – e.g. shares. We are required under the Rules of the Financial Conduct Authority to take all reasonable steps to provide ‘best execution’ when carrying out such transactions.

Where we place or transmit orders for such investments on behalf of our clients, we may utilise the services of a third party broker and base our decision to place or transmit an order on the price and cost of execution of the order. For orders in collective investment schemes (e.g. unit trust), however, the price of units or shares in the scheme is normally set by the scheme operator or manager and as such we have little influence over the price available.

Full details of our best execution arrangements are provided in our Best Execution Policy, a copy of which can be provided on request.

Acuma Ltd does not handle clients’ money. We never accept a cheque made payable to us or handle cash (unless it is payment in settlement of charges or disbursements for which we have sent you an invoice). If you do send us money, this may delay your transaction as we may have to return this money to you. We never own the investments purchased or arranged through us.

MODE OF COMMUNICATION

We will enter into communication with you through whatever means are convenient to you and us, including face-to-face, telephone, e-mail and other acceptable electronic communication methods.

We may contact you in the future by means of an unsolicited promotion (i.e. where you had not expressly requested it) should we wish to contact you to discuss the relative merits of an investment or service which we feel may be of interest to you. Unless you have agreed otherwise, we will only contact you between the hours of 9am and 9pm on Monday to Saturday to bring our service to your attention.

CONFLICT OF INTEREST

Acuma Ltd will act fairly and honestly in all its dealings with clients in accordance with our Client Agreement and Service and Fee agreement. However, occasions may arise when we or one of our other clients have some form of interest in business being transacted for you. If this happens or we become aware that our interests or those of one of our other clients conflict with your interests, 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.

DATA PROTECTION STATEMENT

Please refer to the separate Data Protection Statement that we have issued to you that sets out how we collect and use data about you.

VERIFICATION OF CLIENT IDENTITY

The firm is required by the proceeds of Crime Act 2002 and the Money Laundering Regulations 2003 to:

- Maintain identification procedures for all new clients

COMPLAINTS

We aim to provide a high standard of service at all times, but if you wish to register a complaint, please contact us in writing to Nick Ball, Acuma Ltd, The Priory, Manor Road, Abbots Leigh, Bristol BS8 3RP or by telephone on 01275 373 555.

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service.

COMPENSATION

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.

Investment - Most types of investment business are covered up to a maximum limit of £50,000.

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

Mortgages - Mortgage advising and arranging is covered up to a maximum limit of £50,000.

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

COMPANIES ACT DISCLOSURE

Acuma Ltd is registered in England No. 422 0857. Registered Office is The Priory, Manor Road, Abbots Leigh, Bristol, BS8 3RP.

Consumer Credit Licence No. 607166/2.

Authorised and regulated by the Financial Conduct Authority. FCA No. 302942

CLIENTS CONSENT

This is our standard client agreement upon which we intend to rely. For your own benefit and protection you should read the terms carefully before signing, as by signing you consent to the terms contained within. If there are any terms within this agreement that you do not understand, please ask for further information. The Client Agreement will come into effect from the date of acceptance of this agreement, which will be confirmed by the date provided in the 'date of signature' box below, unless otherwise stated.

Client Name:

Client Signature

Date: