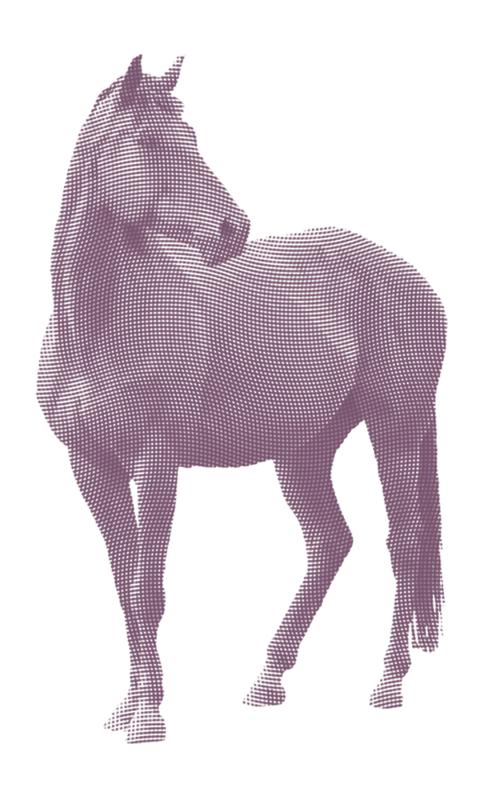
## ESTATE CAPITAL CLIENT AGREEMENT



ESTATE # CAPITAL

### Regulation

Estate Capital Financial Management Limited is authorised and regulated by the Financial Conduct Authority (FCA) and bound by its rules. Our regulated identification number is 402217 and you can visit the FCA website to confirm our details at www.fca.org.uk

### Our Service To You

Estate Capital offer independent financial advice. This means we act on behalf of our clients, advising and arranging products from the whole of the market place. We will always establish exactly what your needs and objectives are prior to providing you with any advice.

Our role is one of an intermediary within the marketplace seeking out the best possible solution for you. We will always confirm to you in writing the rationale behind any advice recommended or transaction carried out on your behalf.

We offer both initital and ongoing services. Any products we have arranged for you will only be kept under review as part of an agreed ongoing service, for which you agree to pay for. Our ongoing services are optional, however when you agree to purchase an ongoing service, unless agreed otherwise, this service will be provided as a follow up to the initial service.

### **Products**

We will advise on and act as an Intermediary to arrange investments, in authorised collective investment schemes, unit trusts and ISA's, pensions and associated insurance products, life assurance, income protection and employee benefits from the whole of the market.

Our Independent status places no restriction on the advice we give or the solutions we identify to meet our client needs.

In transmitting investment applications on your behalf to third parties, we will take all reasonable steps to ensure that we obtain the best possible result for you. This is referred to as "best execution".

### Scope of Service

Neither Estate Capital nor its employees are qualified to provide legal or accounting advice or prepare legal or accounting documents. We may where appropriate, refer you to a suitable qualified professional but this will not constitute advice and you must satisfy yourself of their qualification and ability to act on your behalf and carry out your instructions. When we act upon your request to switch funds and rebalance your portfolio held within a General Investment Account, we will not take responsibility for the assessment of Capital Gains tax that may be liable as a result of any switch but a report can be provided upon request. We cannot provide taxation advice.

### Investment Risk

Investment products we recommend may fluctuate in value and depend on the financial markets that are outside of our control. You are advised that because investments can both fall and rise in value as well as the level of income produced, you may not get back the full amount you originally invested. Past performance is not necessarily a guide to the future and so you should ensure that you read all the documentation provided to you and only proceed when you are satisfied you understand the risks involved.

Specific warnings relevant to the investments we recommend will be highlighted to you in the literature you receive before you make an application and will typically be followed by a "Right to Cancel" after your application is accepted. All recommendations made to you will be confirmed in a "Suitability Report" which we will provide to you before proceeding with our recommendations.

### We Do Not Handle Clients' Money

We do not accept cash or cheques made payable to us (unless it is a cheque made payable to us in settlement of fees, charges or disbursements for which we have sent you an invoice). Cheques for premiums, investments, contributions and so forth should always be made payable to the relevant insurer, investment manager or pension provider.

### Record Keeping

We will retain records for advice that we provide in accordance with our regulatory obligations.

### Termination of Authority

You, or we, may terminate our authority to act on your behalf at any time, without penalty. If you want to terminate our authority, you must write to us at our address shown and give us one months' notice. If we want to terminate our authority, we must give you one months' notice by writing to you at the correspondence address we hold for you. We will treat our letter as having been received by you three days after posting it to you.

You, or we, may terminate our authority to act on your behalf immediately if we, or you, reasonably believe there are serious grounds for immediate termination. An example of serious grounds is where we, or you, believe there is a reasonable suspicion of fraud or other abuse.

Termination of this agreement shall be:

 Without prejudice to the completion of any transaction already initiated and any transaction outstanding at the time of the termination will be settled and delivery made. 2) Without penalty or additional payment except that you will remain obliged to pay our agreed fee and charges accrued and due to us.

### Client Categorisation

Unless confirmed otherwise in writing Estate Capital Financial Management Limited will treat all clients as 'Retail Clients' so that you will receive the highest level of protection available under current financial services regulations. Clients categorised as "professional clients' or 'eligible counterparties' may not have access to the Financial Ombudsman Service (FOS) or Financial Services Compensation Scheme (FSCS).

### Conflicts of Interest

When offering independent financial advice occasions can arise where we, or one of our other clients, may have some form of interest in the business that we are transacting for you. If this happens, or we become aware that our interests conflict with your interest, we will inform you in writing and ask for your consent to carry out your instructions. From time to time we may attend training events funded and/or delivered by product providers, fund managers and platforms. These events are designed to enhance our knowledge and ultimately therefore enhance the quality of service we provide to our clients. Further details are available if required.

### Our Interest in Crossing Point Investment Management Ltd.

Crossing Point Investment Management Ltd is a discretionary investment management company offering a range of investment portfolios. Estate Capital Investment Management Ltd which is the parent company of Estate Capital Financial Management Ltd part funded the academic research that underpins the Crossing Point investment process and is a 37% shareholder. Christopher Davies the Investment Director of Estate Capital Financial Management Ltd is Chairman of the Board and a Director of Crossing Point Investment Management Ltd. Estate Capital Investment Management Ltd also invested a further £20,000 in 2018 in order to establish the company. This cost is not passed on to you in any way. The shareholding does not alter our regulatory responsibility to provide you with impartial advice and will not influence our advice to you as we conduct full and fair comparison due diligence. We will be happy to discuss this in more detail at any time.

### Referrals to a Discretionary Fund Manager (DFM)

As part of our service we may decide to refer you to a Discretionary Fund Manager (DFM) to manage some of your investments. We will only do this if we think it is a suitable solution for you. We will explain to you in writing why we have recommended the services of a DFM and how the selected DFM will manage your money. We will also:

- Undertake appropriate due diligence and recommend a DFM service/provider that we believe best meets your needs and objectives.
- · Attend initial meetings with you and the DFM.
- Ensure that your relationship with the DFM is established correctly.

- Review the DFM's performance on a six monthly/ annual basis.
- Conduct annual review meetings to ensure the DFM service continues to meet your agreed needs, objectives and mandate.

There will be no additional charge for providing this service. Any work involved is included as part of our initial and ongoing charges for our standard financial planning services.

Should you wish to proceed with a recommendation and use the services of a Discretionary Fund Manager 'DFM' you will be asked to sign a consent for your portfolio to be managed by the 'DFM' on a 'agent as client' basis. (See supplementary Client Agreement).

### What to do if you have a complaint

If you wish to register a complaint please contact us:

#### **IN WRITING**

The Complaints Officer, Estate Capital Financial Management Limited, 7 Uplands Crescent, Uplands, Swansea SA2 0PA

### BY PHONE

Telephone: 01792 477763

We will deal with it in accordance with the FCA rules. You can ask us for a copy of our Complaints Procedures and we will provide this.

A summary of our internal complaints handling procedures for the reasonable and prompt handling of complaints is available on request and if you cannot settle your complaint with us, you may be entitled to refer it to The Financial Ombudsman Service at www.financial-ombudsman.org.uk or by contacting them on 0800 023 4567.

### We are 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 on the type of business and the circumstances of the claim.

### Banks, building societies & credit unions

If the firm failed after 1 Jan 2107, up to £85,000 per eligible person, per bank, building society or credit union. Up to £170,000 for joint accounts.

### Insurance firms

If the firm failed after 3 Jul 2015, 100% for Long Term insurance such as Whole of Life, Term Assurance, Annuities or Income Protection.

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

### Investments

If the firm failed after 1 April 2019, up to £85,000 per eligible person, per firm.

### **Pensions**

If the firm failed after 1 April 2019. If the pension provider fails - 100% of your claim with no upper limit. If your SIPP operator fails - up to £85,000 per eligible person, per firm. If you have received bad advice in relation to your pension - up to £85,000 per eligible person per firm.

Up to £50,000 post these dates for Investments and Pensions.

Endowments - (mis-sold after 28th August 1988)

If the firm failed after 1 April 2019, up to £85,000 per eligible person, per firm.

### Insurance (e.g. General Insurance)

Insurance advising and arranging is covered for 90% of the claim, without any upper limit. Further information about the compensation scheme arrangements is available from the FSCS at www.fscs.org.

### Client responsibilities

Estate Capital cannot adequately perform its duties and responsibility to its clients unless it receives a client's full co-operation. A client therefore agrees to provide any information that Estate Capital can reasonably expect to receive to discuss objectives and needs. You should keep Estate Capital informed of any changes to your circumstances which may affect the suitability of any product or on-going service level agreed at outset. You should read all documents provided by us and notify us immediately should there be any factual inaccuracies or if you are unclear on any matter.

You can accept or reject completely or in part, any recommendation from Estate Capital.

### Professional Indemnity Insurance

Estate Capital Financial Management Limited carries professional indemnity insurance to the value of £2,000,000 in order to protect ourselves and our clients in the event of error.

### Assignment and Third Party Rights

This agreement is personal to you and cannot be assigned or transferred by you. No one who is not a party to this agreement may enforce any of its terms under the contracts (rights of Third Parties) Act 1999.

### Communication

We may rely on and act on instructions and communications which we reasonably believe have been given by you or on your behalf (whether or not in writing unless you notify us in writing to the contrary. We may record telephone conversations with you for training and regulatory reasons.

### The Law

English Law will be the basis of this contract and the language in which this contract will be interpreted, and all communications will be conducted in English.

### Recording communications

To ensure we carry out your instructions accurately, to help us to continually improve our service, help us identify training needs and in the interests of security, we'll record and may monitor our face-to-face meetings, and communications or conversations with us.

Such recordings will be converted to pdf form and retained on your record but available to you at your request or visible via the online portal at any time.

Copies of our recordings will be retained and available for a period of 5 years after the recording was made.

### **Data Protection**

The information you have provided is subject to the General Data Protection Act 2018. (The Act)

By signing this document, you consent to us or any company associated with us, for example, product providers or platforms we use to provide you with our services, processing your personal data, both manually and by electronic means.

Your data will be used for the sole purpose of providing financial advice, administration and management.

"Processing" includes obtaining, recording or holding information or data, transferring it to other companies associated with us, such as 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.

In order to provide services to you we may be required to pass your personal information to parties located outside of the European Economic Area (EEA) in countries that do not have Data Protection Laws equivalent to those in the UK. Where this is the case we will take reasonable steps to ensure the privacy of your information.

The information provided may also contain sensitive personal data for the purposes of the Act, including information that relates to your physical or mental health or condition; the committing or alleged committing 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.

If at any time, should you wish to withdraw consent, for us or any company associated with us, to processing your personal data or sensitive personal data, please contact The Data Protection Officer on 01792 477763, email to mail@estatecapital.co.uk or in writing to:

Estate Capital 7 Uplands Crescent Swansea SA2 0PA

You may be assured that we and any company associated with us will treat all personal data and sensitive personal data as confidential and will not process it other than for a legitimate purpose associated with the service we will provide you. Steps will be taken to ensure that the information is accurate, kept up to date and not kept for longer than is necessary.

If we provide you with financial advice, your data will be kept in accordance with FCA regulatory expectations, which in some cases mean the duration could be indefinite.

Measures will also be taken to safeguard against unauthorised or unlawful processing and accidental loss or destruction or damage to the data.

Subject to certain exceptions, you are entitled to have access to your personal and sensitive personal data that is held by us.

You will not be charged for us supplying you with such data; however we do reserve the right to apply a 'reasonable fee' where requests are deemed excessive. We will respond to your request as soon as possible and within the maximum time frame of one month.

### **Data Processing**

- Your data will be lawfully and fairly processed in a transparent manner.
- Your data is collected on the grounds of explicit and legitimate purposes only.
- We will only ask for your data when necessary, explain if data will be shared and how long it will be kept.
- Your data will be accurate, kept up to date and erased, without delay, should your data no longer be required for the purposes to be processed.
- Your data will only be retained as long as necessary.
- Your data will be secure.

### Rights of the client

The points below clearly set out the rights each client is entitled to. Please ask us for an explanation of each, should you wish to have more information.

- The right to be informed.
- The right of access
- The right to rectification.
- The right to erasure
- The right to restrict processing
- The right to data portability
- The right to object.
- Rights to automated decision and profiling.

### Right to complain

In rare occasions where you believe your data has been wrongfully processed, stored or handled, you have the right to raise a concern with the Information Commissioner's Office (ICO). Details on how to do this can be found here: https://ico.org.uk/your-data-matters/raising-concerns/

### Communication and marketing preferences

Occasionally, we may send you marketing/ promotional communications via email, telephone or the post. Recipients will be carefully selected, and information will only be sent where we feel it to be appropriate.

I wish to opt IN to receiving communications or marketing material electronically or through the post.
I wish to opt OUT to receiving communications or marketing material electronically or through the post.
I hereby give consent to Estate Capital for my personal data to be processed in accordance with the General Data Protection Regulations (GDPR).
Name:
Signed:
Date:
Name:
Signed:

Date:

### Estate Capital Investment Service

It is important that an investment portfolio is periodically reviewed to ensure continued suitability and to do this Estate Capital offer a Rebalance Service usually in January and July of each year.

You will be contacted by your preferred method and invited to rebalance your investment portfolio into the latest version of the Portfolio.

The communication will be provide:-

- A valuation of your existing investments
- The latest Investment Outlook
- Full details of the Estate Capital Portfolio

latest Edition – with access to Key Investor Documents via the Estate Capital website

- Weighted average cost of your chosen portfolio
- Details of any fund changes in each portfolio including fund costs

We will invite you to respond by email or by returning a signed document and at that point we will arrange for your portfolio to be switched.

By responding you are consenting to receive this information via a distance communication and therefore accept that all information will be provided to you post consent.

We will assume the continued suitability of the investment to meet your circumstances.

If there have been any significant changes to your circumstances that could mean that the investment is no longer suitable, you should not respond to this invitation but contact the office to arrange a mutually convenient appointment.

Preferred method of contact:
☐ Email ☐ In writing
Name:
Signed:
Date:
Name:
Signed:
Date:

### Crossing Point Investment Management (CPIM)

Should you wish to proceed with my personal recommendation and use the services of Crossing Point Investment Management (CPIM) via a Third-Party Platform you must consent for your portfolio to be managed by the 'DFM' on a 'agent as client' basis.

An 'agent as client' basis means the 'DFM' will treat Estate Capital Financial Management Ltd as their client when applying the Financial Conduct Authority's rules for conducting investment activity. All instructions to the 'DFM' will come through our firm and they will act upon those instructions. Please note our firm will only ever provide instructions to the 'DFM' once we have agreed them with you in the first instance.

This type of relationship will however impact on the protections you are offered and how any claims are dealt with. You will have no direct recourse to the 'DFM' for any actions or failures that result in your dissatisfaction. Should you be dissatisfied in any way with the services provided by the 'DFM' you should contact Estate Capital Financial Management Ltd immediately, as set out in our Client Agreement. It will then be the responsibility of our firm to deal with such matters.

In addition, you should also be aware of the other important factors of this relationship and how this may impact you. These are:

- As the Investor you will not be eligible for Cancellation Rights on unit trusts or any other collective investment fund which (CPIM) purchased within the Model Portfolios.
- As the Investor you retain the right to cancel the product recommended by Estate Capital Financial Management Ltd in line with the platform providers terms and conditions.

- (CPIM) shall have no liability in respect of the services Estate Capital Financial Management Ltd carries out on behalf of the you the Investor.
- All reporting requirements are the responsibility of and will be provided by the Third-Party Platform selected by Estate Capital Financial Management Ltd to support (CPIM) Model Portfolios.
- Estate Capital Financial Management Ltd, are required to undertake Due Diligence to ascertain the suitability of investment in your circumstances, and this will be relied upon in any recommendation.
- Estate Capital Financial Management Ltd, are responsible for ensuring that you understand the different services provided by them, the Platform and (CPIM).

Please acknowledge below that you wish to proceed with these terms and that you understand the basis of your relationship with our firm and the 'DFM'

Name:	
igned:	
Date:	
lame:	
igned:	
Date:	

### OUR FEE AGREEMENT

### Payment for Services

We will always agree with you in advance how we will get paid. 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.

Commission payments do not include payment for regular reviews unless specifically agreed by us.

### Investments and Pensions

You will pay for our services on the basis of either:

- An initial fee only
- An on-going-fee
- An initial and on-going fee
- Fixed fees

These charges will be based on:

- a) A percentage of your investment
- b) A percentage of each monthly contribution made to a regular premium investment
- c) Fixed fees

### Advice & Establishment Fees for lump sum Investments

Our advice and establishment fee is an initial one-off fee based on the capital sum invested or the monthly contribution made into a plan we have recommended. This fee starts at 2% but reduces to 0.25% depending upon the size of this and past investments. The tiers of funds invested are listed below.

Over £3,000,000	0.25% initial fee
Over £1,000,000	0.5% initial fee
Over £500,000	1% initial fee
Over £250,000	1.5% initial fee
Up to £250,000	2% initial fee

### For example:

£25,000 our fee would be £500 £500,000 our fee would be £5000 £1,000,000 our fee would be £5000

### Advice & Establishment Fees for regular contribution Investments

Our advice and establishment fee is an initial one-off fee based on the capital sum invested or the monthly contribution made into a plan we have recommended. This fee starts at 2% but reduces to 0.25% depending upon the size of this and past investments. The tiers of funds invested are listed below.

### For example:

£100 per month our fee would be £2 £400 per month our fee would be £8 £1,000 per month our fee would be £20

### Annual Service and Management Fees

These are fees for our ongoing service and management. They include:

- Our regulatory responsibilities, compliance and policy management.
- On-going financial advice, service and communications.
- The management of our in-house investment portfolios or the monitoring and review of third-party investment portfolios.

We will agree separately the level of on-going services you require at the time of, or prior to, making our recommendation(s) to you.

Our costs are based on the value of your investment(s) at each 12-month anniversary, and are paid pro-rata in arrears.

This fee starts at 0.75% per annum but reduces to 0.65% or 0.5% per annum as funds under advice increase. The tiers of funds under advice are listed below.

Portfolio value up to £1,000,000	0.75% pa
Portfolio value between £1,000,000 & £2,000,000	0.65% pa
Portfolios over £2,000,000	0.5% pa

### For example:

£50,000 we will receive £375 per annum £100,000 we will receive £750 per annum £500,000 we will receive £3,750 per annum £1,500,000 we will receive £9,750 per annum

### DECLARATION

### Insurance - Non investment protection

Similar to our investment services, we will provide you with a personal and financial review prior to making our recommendation to you. Should you accept our recommendation we will arrange the implementation of this for you. The reasons for our recommendation will also be provided to you in a written report.

We will normally receive commission from the product provider. You will receive a quotation which will tell you about any other fees relating to a particular insurance policy. You are not subJect to VAT.

### **Fixed Fees**

Fixed Fees are applicable to specialist areas of advice that may not result in a recommendation to purchase a product. For this reason Value Added Tax (VAT) may be applicable but we will tell you if this is the case before we proceed.

### Fixed Fees will apply as follows:

Pension divorce splitting report	£500
Asset compilation report	£500
Trust asset review	£500
Property Purchases via Self	£750
Invested Personal Pension (SIPP)	
or Small Self-Administered	
Scheme (SSAS)	
Retirement Income Forecast	£250
Annual Financial Health Check Meeting	£750

### Client Consent

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.

### Client Declaration and Acceptance

I/we have read these terms and conditions and understand and agree to them.

Name:				
Signed:				 
Date:				
Name:				
Signed:				
Date:				

### Wealth Management Service Level 2

Our highest level of service aimed at individuals with accumulated wealth and/or complex financial affairs.

We consider your financial and lifestyle issues and evaluate your current and future financial position.

We create and manage a comprehensive financial plan in conjunction with any other professional advisers you may have.

You will receive ongoing service, investment management, policy administration, advice and information. We will provide at least two wealth management meetings per year as well as year round support and contact.

#### **Service Content**

- Independent Financial Advice
- On-going contact and support
- Client newsletters
- Financial health check review
- Tax planning review
- Legislation update
- Professional services coordination
- Full data and file maintenance
- Record keeping and reporting
- Correspondence management
- Access to Estate Capital Investment Service
- Access to Discretionary Investment Management
- Investment reports and valuations

A+

### Minimum portfolio value £2,000,000

- Bi-annual Face to Face Wealth
   Management Meetings
- Customer Agreed Remuneration0.5% per annum

### Wealth Management Service Level 1

Our highest level of service aimed at individuals with accumulated wealth and/or complex financial affairs.

We consider your financial and lifestyle issues and evaluate your current and future financial position.

We create and manage a comprehensive financial plan in conjunction with any other professional advisers you may have.

You will receive ongoing service, investment management, policy administration, advice and information. We will provide at least two wealth management meetings per year as well as year round support and contact.

#### **Service Content**

- Independent Financial Advice
- On-going contact and support
- Client newsletters
- Financial health check review
- Tax planning review
- Legislation update
- Professional services coordination
- Full data and file maintenance
- Record keeping and reporting
- Correspondence management
- Access to Estate Capital Investment Service
- · Access to Discretionary Investment Management
- Investment reports and valuations

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### Minimum portfolio value £1,000,000

- Bi-annual Face to Face Wealth
   Management Meetings
- Customer Agreed Remuneration
   0.65% per annum

### Financial Planning Service

A level of service aimed at individuals building their wealth and financial security.

We consider your financial and lifestyle issues and evaluate your current and future financial position.

We create and manage a financial plan in conjunction with any other professional advisers you may have. We provide this service for those seeking structured and regular communication.

You will receive ongoing service, investment management, policy administration, advice and information. We will provide at least one financial planning meeting per year as well as year round support and contact.

### Minimum portfolio value £150,000

- Annual Face to Face Financial Planning Meetings
- Customer Agreed Remuneration
   0.75% per annum

#### **Service Content**

- Independent Financial Advice
- · On-going contact and support
- Client newsletters
- Financial health check review
- Tax planning review
- · Legislation update
- Professional services coordination
- Full data and file maintenance
- · Record keeping and reporting
- Correspondence management
- Access to Estate Capital Investment Service
- Access to Discretionary Investment Management
- Investment reports and valuations

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### Financial Advice Service

A level of service aimed at individuals with less complex affairs who require straightforward financial advice.

We will analyse and evaluate your current and future financial benefits. You will feel confident and reassured that you have the right product for your needs whether an investment, pension plan or contract of insurance.

We will not offer ongoing face to face financial advice meetings unless requested but will provide year round support, investment management, policy administration advice and information.

- No formal annual Face to Face Financial Advice Meetings
- Customer Agreed Remuneration
   0.75% per annum

#### **Service Content**

- Independent Financial Advice
- On-going contact and support
- Full data and file maintenance
- Record keeping and reporting
- Correspondence management
- Access to Estate Capital Investment Service
- Access to Discretionary Investment Management
- Investment reports and valuations

C.

### Product Advice Service

A level of service aimed at individuals who simply require professional assistance in the choice and arrangement of a particular financial product rather than ongoing financial advice and support.

Our aim is to ensure you have the right product for your needs. We will not offer ongoing service unless requested.

#### **Service Content**

- Full data and file maintenance
- · Record keeping and reporting
- Correspondence management

### DECLARATION Service Levels The Service Level chosen and agreed ☐ Wealth Management Service (Level 2) ☐ Wealth Management Service (Level 1) ☐ Financial Planning Service Financial Advice Service Product Advice Service We/I have elected to upgrade our/my Service Level and understand that higher costs will apply to provide this. Client Declaration and Acceptance I/we have read these terms and conditions and understand and agree to them. Name: Signed: Date: Name: Signed: Date: **Adviser Promise** Adviser

On behalf of Estate Capital Financial Management Ltd

Signature

Date

### Your Right to Cancel

Should you decide to cancel our agreement to provide on-going service, please provide written confirmation of your decision and we will cease your payments for these services within 30 business days and after collection of any due proportion of any period charges.

# Make better-informed financial decisions that are right for you.

Financial Advice & Wealth Management





7 Uplands Crescent Swansea SA2 0PA Phone: 01792 477763 Email: mail@estatecapital.co.uk www.estatecapital.co.uk

