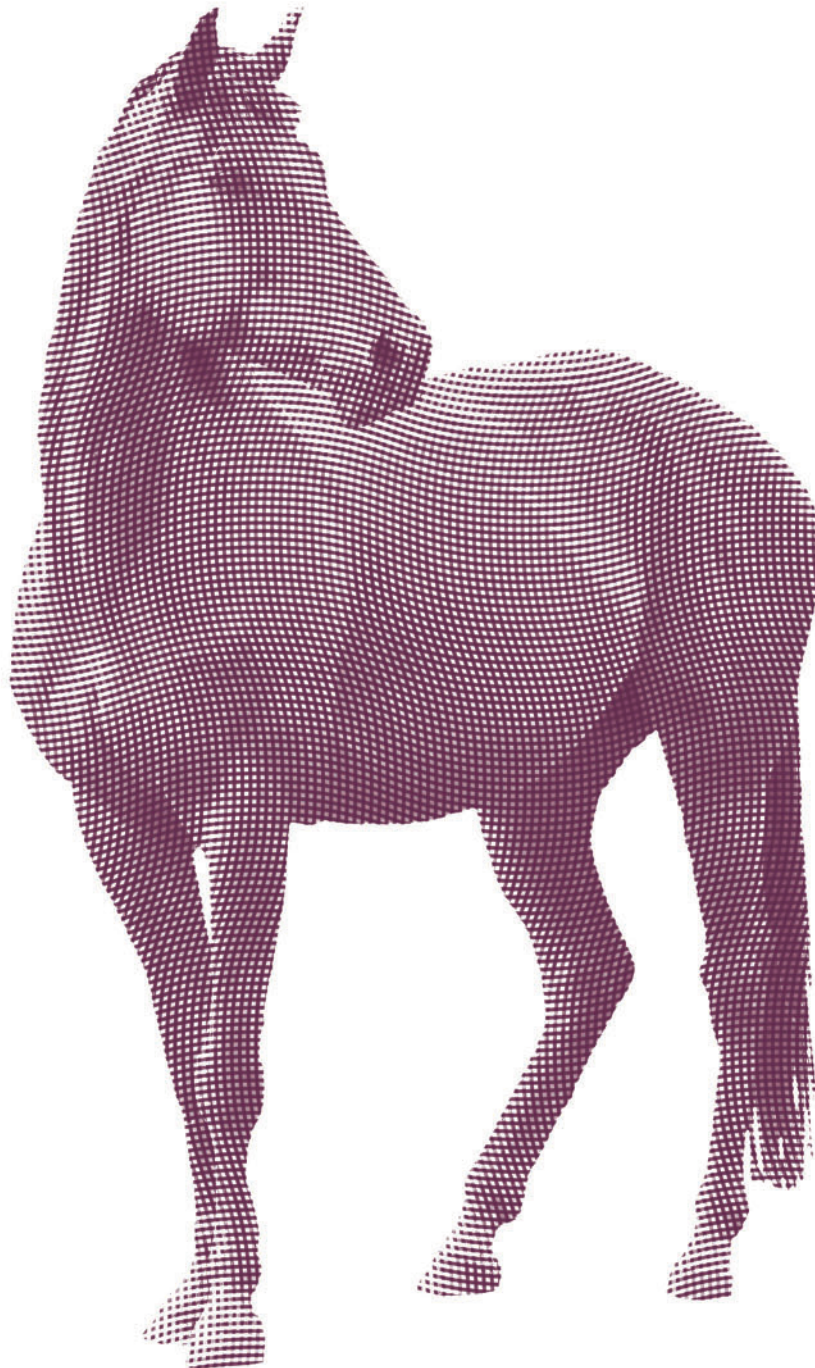

ESTATE CAPITAL
CORPORATE
CLIENT AGREEMENT

2016



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. If we arrange any contract(s) under your instructions, we will agree the level of service that you will receive in the future in writing to you. We will always confirm to you in writing the rationale behind any advice recommended or transaction carried out on your behalf.

Products

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

We are authorised to offer advice in relation to Occupational Pension Schemes.

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

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 suitably 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. We cannot accept responsibility for 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 send to you.

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 month's notice. If we want to terminate our authority, we must give you one month's 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:

- 1) 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

Under the FCA Rules, there are 3 types of clients who we can provide advice to:

1. Retail client
2. Professional client
3. Eligible counterparty

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).

Confidentiality and Data Protection

We will keep all of your corporate and personal information private and confidential, even when you are no longer a client, except where disclosure is made at your request or with your consent or where we are legally obliged to do so. In order to process an insurance or investment on your behalf it may be necessary to disclose some or all of your information to third parties.

You agree that personal information held by us may be disclosed on a confidential basis and in accordance with the Data Protection Act 1998, to any such third parties. Some of these parties may hold this information indefinitely. You also agree that this information may be transferred electronically (e.g. by email) and you agree that we may contact you in the future by any means of communication which we consider appropriate at that time. Under the terms of the Data Protection Act, you have the right to view any personal data we may hold.

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.

Our Interest in Nucleus Financial Services Ltd.

The Nucleus Wrap is an administrative platform which we may use to manage your investment and pension portfolio. The Nucleus Wrap service is open to qualified IFA firms who meet certain requirements. 51% of Nucleus is owned by its IFA participants; the remaining 49% is owned by Sanlam, a South African financial services company. Estate Capital have invested £15,000 in 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. We will be happy to discuss this in more detail at any time.

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.

Deposits

Cash deposits in Banks and Building Societies are covered up to £75,000 per person per authorised firm.

Investment (e.g. unit trusts; OEIC's etc)

Most types of investment business are covered up to 100% of the first £50,000.

Insurance (e.g. General Insurance, Life Assurance, Investment Bonds, Endowments, Pensions)

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

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 £1,750,000 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.

OUR ADVICE SERVICES

*Services &
declaration*

OUR ADVICE SERVICES: DESIGN & IMPLEMENTATION

Auto Enrolment and Workplace Pensions

We will support you in complying with the Auto-enrolment requirements by providing:

- A tailored Auto-enrolment planning report
- An assessment of workforce classification
- An assessment of contribution costs and options
- Scheme certification evidence and support.

Scheme Design and Tendering

This is possibly the most important stage and includes some or all of the following:

- Detailed advice and guidance on the options available and issues arising
- Pension scheme specification including eligibility, contributions, payment arrangements, online access requirements, fund choice, default investment strategy and other specific requirements
- Whole of market research, tendering and negotiation with product providers to improve terms
- Advice on the suitability of pension scheme providers
- Advice on risk related investment strategies
- Advice upon risk related default funds and lifestyle governed portfolios
- Staff segmentation exercise for scheme costs and benefits
- Consideration of salary sacrifice
- Confirmation of scheme compliance with auto-enrolment and workplace pension regulation
- Practicality planning with your HR, payroll and IT departments or advisers
- An employee communication programme
- Progress and planning meetings as necessary
- Group insurance scheme specification including eligibility and benefit levels.

Implementation Service includes:

- Completion of relevant paperwork for providers
- Packs for all prospective members
- Group installation presentations. We tailor the content and duration of our presentations according to your requirements and feedback from employees
- Co-ordinate training and support from Pension Scheme provider
- Data entry and preparation to scheme provider
- Data entry of individual member attitude to risk and risk profile fund selection
- First payment support service
- Helpline for employer and member queries
- Assisting HR & payroll to establish scheme records and payment system.

Member Installation includes:

- Preparation and issue of Invitation or Information packs to new members including personalised illustration and paperwork where necessary
- Invitation Packs followed up by telephone or email where necessary
- Attitude to risk assessment
- Advice on default fund selection
- Suitability of advice letter
- Dealing with new member queries (for example, cover provided, death benefits, investment fund choices, contribution levels and tax relief)
- Liaison with scheme providers and payroll regarding new members
- Answering queries following issue of membership documentation
- Nomination of death benefits request and submission.

OUR ADVICE SERVICES: SCHEME ADMINISTRATION & MANAGEMENT

Day to day administration

- Response to member enquiries about the benefits, options, contributions changes, annual statement queries and tax relief
- Assistance on maintenance of scheme records
- Assistance with claims
- Research at renewal to check that scheme costs, terms and conditions are competitive
- Assistance with accounting queries raised by scheme provider or employer
- Assistance to employer on enquiries received from HMRC and other Regulators

Re-broking Group Risk Schemes

This will usually arise from the annual review process when we check that policy terms remain competitive. The service also includes:

- Evaluation of terms offered to check quotes are comparable with existing scheme
- Comment on issues such as insurance company service standards and claims handling
- Assistance with paperwork required by insurance companies
- Preparation of announcements to scheme members
- Reconciliation of final account from original insurer.

Leavers

- Preparation and issue of leaver information packs
- Answering queries raised by a leaver relating to scheme benefits

Employee Communications

Employee benefit schemes are only successful if the employees involved appreciate the real value of the benefits offered and take up membership. It is therefore vital that all employees receive full information and periodically have the opportunity to consider the benefits offered in the context of their financial position. The range of communications options include:

- Scheme brochures and information packs
- Hard copy or electronic updates and valuations
- Group presentations to explain new benefits or refresh existing schemes
- Group presentations on related financial topics such as retirement planning
- Individual meetings as part of the new member induction process or for personal financial planning or pre-retirement advice.

REMUNERATION

Payment for Services

As an Independent Financial Adviser, we can be remunerated by fees, commission or a combination of both. Clients have the choice of meeting our fees either directly (in which case we will issue you with an invoice) or from investment deductions.

Design and Implementation Fees

For arranging a Workplace Pension Scheme, we will tell you our fees and agree these in writing before proceeding. We will operate on a fee basis and will agree its structure, frequency and method with you in writing before we carry out any chargeable work.

FIXED FEES

Advice and Establishment Fees

Auto enrolment planning reports £500
Scheme design and tendering £1000

Scheme set up and implementation:

Under 20 members £750
20-50 members £1500
50-100 members £2000
Over 100 members £2500

Member presentations per day £750

Fixed Fees are applicable to specialist areas of independent advice and 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.

Intermediary Insurance and Annuity Commissions

We will receive an intermediary commission from the recommended insurance company for the advice and arrangement of a contract of insurance or annuity purchase. This will be met through product charges.

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

Scheme Administration and Advice Fees

For administering, managing and on-going advice for a Workplace Pension Scheme, we will tell you our fees and agree these in writing before proceeding. We will operate on a fee basis and will agree its structure, frequency and method with you in writing before we carry out any chargeable work. We will review our fee rates every April.

Administration and Management Fees

Annual fees for intermediary administration and management for a workplace group pension:

Under 20 members £2,000
20-50 members £3,000
50-100 members £4,000
100-200 members £5,500
Over 200 members £7,000

Annual fees for a Joiners and Leavers Support Service:

Under 20 members £200
20-50 members £400
50-100 members £600
100-200 members £800
Over 200 members £1,000

Advice Fees

Annual fees for on-going pension scheme advice and support to both employer and members:

Under 20 members	£750	<input type="checkbox"/>
20-50 members	£1,000	<input type="checkbox"/>
50-100 members	£1,250	<input type="checkbox"/>
100-200 members	£1,750	<input type="checkbox"/>
Over 200 members	£2,500	<input type="checkbox"/>

Workplace Surgery Fees

Fees for half day workplace advice surgeries:

1 per year	£400	<input type="checkbox"/>
2 per year	£800	<input type="checkbox"/>
3 per year	£1200	<input type="checkbox"/>
4 per year	£1600	<input type="checkbox"/>

Fixed fees, Scheme administration, management and advice fees are liable to Value Added Tax (VAT). These fees are payable from the first anniversary of the plan onwards. Invoices for our fees will be issued upon the annual renewal date or plan anniversary. Our fees are invoiced annually in advance for the forthcoming year.

Any intermediary fees we receive from insurance companies or investment companies in relation to your plan will be used to offset your annual fee.

Our invoice terms are 28 days from the issue of an invoice.

INVESTMENT DEDUCTION FEES

Advice and Establishment Fees

This is an initial fee of the capital sum invested into a scheme we have arranged on your behalf. The tiers of contribution fees are listed below.

Group and Individual Transfer Payments

Over £1,500,000	0.5% initial fee	<input type="checkbox"/>
Over £500,000	1% initial fee	<input type="checkbox"/>
Over £250,000	1.5% initial fee	<input type="checkbox"/>
Up to £250,000	2% initial fee	<input type="checkbox"/>

These fees are paid by investment deductions and agreed in advance by individual members.

Members Annual Service & Management Fees

Our service and management fee is an annual percentage of funds under our advice. This fee is 0.75% per annum.

DECLARATION

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.

Please tick this box if you do not consent to us or any company associated with us processing any such sensitive data.

Please tick this box if you do not wish for us or any company associated with us to contact you for marketing purposes by e-mail, telephone, post or SMS.

Client Declaration

Name

Signed

Name

Signed

On behalf of

Date

Adviser Agreement

Adviser

On behalf of Estate Capital Financial Management Ltd

Signature

Date

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

Financial Advice & Wealth Management



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Email: mail@estatecapital.co.uk
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ESTATE  CAPITAL