

CLIENT AGREEMENT

This agreement

1. This is our standard retail client agreement upon which we intend to rely. It explains the services you are being offered and the manner in which these services will be carried out. For your own benefit and protection you should read these terms carefully before agreeing to them. If you do not understand any point please ask for further information.
2. The provisions of this Client Agreement will take effect immediately that they are provided to you and will continue in force until they are cancelled by you or us, or they are replaced by an updated Client Agreement.

Our Status

3. Torevell & Partners Limited is authorised and regulated by the Financial Conduct Authority (“FCA”) as Independent Financial Advisers. The FCA is the independent watchdog that regulates financial services. We are listed on the Financial Services Register and our Financial Services Register number is 183210. You can check all our details on the Financial Services Register by visiting the FCA’s website at <https://register.fca.org.uk> or by contacting the FCA on 0800 111 6768 or 0300 500 8082. The FCA can also be contacted at the following address: 12 Endeavour Square, London E20 1JN. We will observe and act in accordance with the principles, rules and guidelines of the FCA. We accept instructions to act for you on this basis. Certain financial products and services are not regulated by the FCA and may not fall within the remit of the protections of the UK regulatory system. We will tell you in writing if this applies to any of the products or services we recommend to you, prior to you making any decisions to proceed with their purchase.
4. We provide an independent advice service. This means when we consider and recommend financial instruments, structured deposits or other retail investment products to you we must consider all relevant and suitable products and options for you and a sufficient range of relevant products available on the market. We will make personal recommendations to you without limiting (or restricting) our advice.
5. When we consider and recommend insurance contracts to you, we offer a wide panel of providers following a fair analysis of the market. Our advice is based on a personal recommendation and a fair and personal analysis of the market has been used and we confirm that we act on your behalf in such matters.

Your Investment Objectives

6. Your investment objectives will be set out and summarised within a personalised suitability report, which will be issued to you following personal consultation and which will explain the recommendations we have made.

Our Services

7. We can advise you on life assurance, pensions, other packaged retail and insurance based investment products “PRIIPs” and any other investments. We can also advise on pure protection and private medical insurance contracts from a range of insurers. We will carry out any instructions you give us to transact any such contracts and in undertaking these services for you we will rely upon the information you provide to us.
8. Our advisory activities for you may include higher risk investments such as structured products or investments that are not readily realisable. The relevant risk warnings for these investments will be set out in your suitability letter.
9. The services we will provide will normally involve us entering into arrangements with you under which we will:
 - gather information about you;
 - carry out research to find suitable investment options;
 - provide you with reports, financial health-checks and forecasts;
 - advise you as to the most suitable investment options;
 - implement the agreed options by arranging transactions in retail investment products, securities or non-investment insurance products;
 - monitor your ongoing position to ensure that the products continue to meet your requirements, especially where your circumstances are changing; and

- recommend changes to your product portfolio to ensure that it continues to meet your requirements as circumstances change.
10. We have classified you as a “retail client”. This means that you are afforded the greatest level of protection available under the Financial Services and Markets Act (FSMA).
 11. Our registered address and trading address are set out at the end of this Client Agreement.

Our Remuneration

12. Our remuneration options for investment business are covered in our Schedule of Services and Remuneration. We will discuss your 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.
13. For most business we will be remunerated on an adviser charging basis, we will agree its basis in writing with you and will inform you of any related charges, expenses and taxes before carrying out any chargeable work. Any Schedule of Charges we may issue to you will contain details of how payment is to be made and is deemed to form part of this Client Agreement. Notification of any change to the level of charges will be given in writing.
14. In respect of non-investment insurance business, you may be able to pay for our services by way of commission taken from the product. The method of remuneration and the amount payable will be agreed with you before we provide you with any advice. Any commission we receive from the insurer will be a percentage of the total annual premium; this will be disclosed to you with an illustration from the product provider. Although you pay nothing to us 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.
15. You should be aware of the possibility that other costs or taxes relating to the services that we provide for you may exist even though they are not paid through us or imposed by us.
16. In respect of investment business we offer the following options by which settlement of our charges may be made:
 - Direct Payment to us;
 - Facilitated Payment to us by the Product Provider or platform;
 - Any combination of Direct Payment and Facilitated Payment;
 - Trail Commission offset (where trail commission continues to be paid).

We will not take action to implement any of these methods until we have agreed how our adviser charges are to be settled.

Communicating with You

17. The services for our investment business that we will provide are set out in the Schedule of Services and Remuneration accompanying this agreement. At our discretion and unless we hear from you to the contrary we may telephone you from time to time between the hours of 9am to 9pm without your further prior consent.
18. We will issue all communications to you in English unless otherwise agreed.
19. We require our clients to give us instructions in durable form. We will accept oral instructions at our discretion, which must be confirmed in writing. Any instructions taken by telephone will be recorded on a separate deals line. E-mail instructions are considered to be of durable medium and so are treated as a written instruction. We will acknowledge any instruction you give us. We can refuse your instructions at our discretion.
20. All cheques, documents of title, etc, may be sent by post to your last known address and shall be sent at your own risk. The Recorded Delivery service will not normally be used.

Call recording

21. We will record telephone conversations between you and us which may lead to or result in the arrangement of a transaction in financial instruments. We may use these recordings, or transcripts of them, to check your instructions to us, to analyse, assess and improve our services to customers, for training and quality purposes, to help us investigate any complaint you may make, or to comply with our regulatory and legal obligations. Recordings may take place without the use of a warning tone but a separate recorded dealing line is used for this purpose, the number of which is 0161 883 3894. All copyright in the recordings belongs to us. We will hold these records for as long as it is necessary for the purpose for which we collected it and/or for as long as we are allowed to for legitimate business purposes.

Best Execution

22. We will execute orders following specific instructions received from clients in order to achieve the best possible result, taking into consideration all characteristics of the order. On an annual basis we will provide, for each class of financial instrument that is traded on a trading venue, the top five execution venues in terms of trading volumes where clients' orders were executed in the previous year. (Note that collective investment funds are not part of this requirement). This report will be published on our website.

Conflicts of Interest

23. When offering independent financial advice occasions can arise where we, or one of our other clients, will 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 interests, we will take all appropriate steps to mitigate the conflict and will inform you in writing and ask for your consent before we carry out your instructions. We maintain a Conflict of Interest Policy which enables us to identify and manage conflicts and potential conflicts of interest. This policy is designed to ensure that you are provided with an appropriately independent level of service by putting in place appropriate procedures, supervision and monitoring techniques. Further details of the Policy are available upon request.

Quality of Service

24. If you have any complaint about the advice you receive or a product that you have taken out through us please contact the Compliance Officer, Damian Aspin, Torevell & Partners, 5 Oxford Court, Manchester M2 3WQ, e-mail regulatory@torevellpartners.co.uk or by telephoning 0161 281 6400.
25. If, after we have reviewed your complaint you remain dissatisfied, you have the right to refer your complaint to the Financial Ombudsman Service ("FOS") (and where relevant, The Pensions Ombudsman). Full details of the FOS can be found on its website at <http://www.financial-ombudsman.org.uk/> or by calling them on 0800 0234567 or 0300 1239123. Full details of the Pensions Ombudsman can be found on its website at www.pensions-ombudsman.org.uk/ or by calling them on 0800 917 4487. Copies of our complaints procedures are available, free of charge, on request. We will not levy any charge for complaints made against us.

Risk Factors

26. Please be aware that investments and the income from them can fall as well as rise, and that you may not get back the full amount invested. The price of investments we may recommend may depend on fluctuations in the financial markets, or other economic factors, which are outside our control. Past performance is not necessarily a guide to future performance. Specific warnings relevant to the investments, or investment strategies, we recommend will be confirmed to you in your Suitability Report.

Compensation

27. If you make a valid claim against us in respect of the investments we arrange for you, and we are unable to meet our liabilities in full, you may be entitled to redress from the Financial Services Compensation Scheme (FSCS). This depends on the type of business and the circumstances of the claim. Most types of investment business, including SIPPs, are covered up to a maximum limit of £85,000. Long term insurances (e.g. insured pensions, investment bonds and life assurance), pure protection and private medical insurance contracts are covered for up to 100% of the claim, without any upper limit. Protection is at 90% where claims arise under other types of insurance policy with no upper limit. Retail banking deposits are covered for £85,000 per individual (£170,000 joint) per authorised institution. Further information about compensation arrangements is available from the Financial Services Compensation Scheme at www.fscs.org.uk or by calling them on 0800 678 1100 or 020 7741 4100.

Money Laundering

28. We are required to verify your identity in accordance with the FCA rules and no investment will be made until such verification has been obtained. If the required verification is not forthcoming within a reasonable period we will not arrange any investment for you.

Client responsibility

29. We are required to consider whether it is in our best interests for us to act for clients who refuse to provide us with what we believe to be the necessary information. We therefore reserve the right to decline to act for a client if we believe that we do not have enough information.

Client Assets and Money

30. We abide by requirements laid down by FCA that we must arrange adequate protection for clients' assets when we are responsible for them.
31. All investments will be registered in your name unless otherwise agreed in writing. Unless you instruct us in writing to the contrary, we will forward to you all contract notes and documents showing ownership of your investments as soon as practicable after we receive them. Where a number of contract notes and documents of title are involved, we will normally await arrival of all of them before sending them to you, which will be no later than 28 days after receipt of the first document. Where a policy for a pure protection or private medical insurance contract is received, this will be checked immediately and forwarded to you within 24 hours of receipt.
32. If you instruct us in writing to retain any documents or other property belonging to you, we will keep them in safe custody at 5 Oxford Court, Manchester M2 3WQ and appropriate entries will be made in the Safe Custody Register. We do not provide administration services in respect of Safe Custody assets, but we can safeguard those assets on your behalf.

Client Money

33. All money that we may receive or hold from time to time on your behalf will be held by us in a client bank account with Barclays Bank PLC, segregated from our funds, and held as client money in accordance with the client money rules of the FCA. Unless you give us instructions to the contrary we will deposit money which you instruct us to hold for you only in that account. If an individually designated client bank account is to be opened in your name then separate consent will be required before any funds are transferred to such an account. We reserve the right to charge for operating a segregated account on your behalf.
34. We take reasonable care in the selection, appointment and periodic review of any credit institution, bank or other organisation which may hold your client money but we are not liable for the acts, omissions or default of any such organisation except to the extent caused by our own negligence, wilful default, fraud, breach of the Rules or breach of contract. In the event of an insolvency of a third party deposit taker, any shortfall in Client Money will be pooled with other client money of the deposit taker and then distributed proportionately. Any subsequent shortfall may be covered by the Financial Services Compensation Scheme for bank deposits up to a value of £85,000 or such other value covered from time to time by the FSCS, depending on the individual circumstances for each Customer.
35. No interest will be payable on client money unless it is held in an individually designated client account. We will account to you for interest on cleared credit balances as and where required by those regulations. Subject to any tax legislation, interest will be paid gross. If the gross interest accrued in any month is less than £5 then the company will retain this.
36. Any costs for making electronic same day transfers will be debited from the account at the current rate charged to us by our banking partner. Barclays Bank PLC currently charge £15 per transfer. Any additional costs for accessing the Client Money service will be communicated to you.
37. Any income received on your behalf in respect of your investments and rights conferred in respect of investments retained by us on your behalf will be accounted for to you and held to your order.

38. No investment will be made until your cheque or other form of bank order has cleared.

Data Protection / Personal Information

39. In order to provide our service we will record confidential information on your personal and financial circumstances which may include information on your financial position, employment, health, objectives and investment preferences. We hold Personal data in accordance with the Data Protection Act 2018. Our Privacy Policy sets out more detail about the collection and use of your Personal Information. www.torevellpartners.co.uk/privacy-policy The primary basis on which we intend to process your personal data is for the performance of our contract with you. We recognise that some personal data that we process may be Special Category (Sensitive) Data as defined by the GDPR (for more information on what data this relates to, please contact us, or you can visit ico.org.uk for more details). In the case where we need to process Special Category (Sensitive) data we require your consent to do so. Personal information provided will be held on computer records and will only be disclosed to other parties with a legal entitlement to access, or to organisations requiring access to such information for regulatory purposes. The data we collect may also be shared with other Data Processors engaged by us under service contracts to provide back office and analytical services in respect of the data, for example our online portal.
40. We require such third parties to respect the security of your personal data and to treat it in accordance with the law. We do not allow our third-party service providers to use your personal data for their own purposes and only permit them to process your personal data for specified purposes and in accordance with our instructions.

Future Changes

41. In accepting this Client Agreement, you agree that we may change the future content without receiving your prior consent to do so, but we will not conduct any investment business for you following any change unless we have given you at least 10 business days' notice, unless it is impractical to do so.

Cancellation / Termination

42. This Client Agreement may only be cancelled and our authority to act on your behalf may only be terminated in writing, at any time, without penalty, by either party and with immediate effect without prejudice to the completion of transactions initiated prior to receipt of such notice. Other than as stated in this paragraph, there are no cancellation rights that apply to this Client Agreement.
43. Where advice has been provided for which an adviser charge was agreed, and you either decide to not proceed with the transaction or, having proceeded, to exercise your statutory cancellation rights, you agree that the adviser charge will still be due and payable in those circumstances and that we may seek to recover any appropriate adviser charges due from you for the work we have undertaken.
44. You have a right to cancel any ongoing service and associated adviser charges without penalty and without a reason being given. We will require one month's notice of this cancellation and our relevant ongoing services will cease from the end of the notice period. We reserve the right to make an adviser charge for continuing services provided up to the date of cancellation.

Law

45. English law will be the basis of this contract and the language in which this contract will be interpreted, and in which all communications will be conducted, will be English.
46. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Client Agreement. (Broadly speaking, this precludes the right of a Third Party to enforce any term of this agreement to which that Third Party is not made a party.) The advice that we provide to you is for your sole use only and is confidential to you and will not constitute advice for any third party to whom you may communicate it. Torevell & Partners accept no responsibility to third parties for any aspect of our professional services or work that is made available to them.

Taxation

47. If we believe you are required to report your income or may be subject to tax in another country, it may be obligatory for us to share information about your Account(s) with the UK's and/or other countries' tax authorities. In such circumstances we may be required to disclose this information about your Account(s) either directly to the respective

overseas tax authority or to the UK's tax authority who may share that information with the appropriate overseas tax authorities.

48. Financial institutions in more than 100 jurisdictions around the world are being legally required to find out the tax residence of their account holders and report details of their accounts, structures, trusts, and investments to be exchanged with the appropriate tax authorities. If a UK tax resident, any overseas accounts you have will be sent to HM Revenue & Customs (HMRC). This gives HMRC unprecedented levels of information to check that, as in most cases, the right tax has been paid. If you have already declared all of your past and present income or gains to HMRC, including from overseas, you do not need to worry. But if you are in any doubt, HMRC recommends that you read the "Tax Information Notification" available on request from us to help you decide now what to do next.

Force Majeure

49. Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations.

SCHEDULE OF SERVICES & REMUNERATION

Our Services

As outlined in our Client Agreement, the services we will provide will normally involve us entering into arrangements with you under which we will:

- gather information about you;
- carry out research to find suitable investment options;
- provide you with reports, financial health-checks and forecasts;
- advise you as to the most suitable investment options;
- implement the agreed options by arranging transactions in packaged retail investment and insurance based products (“PRIIPs”), pensions, securities or non-investment insurance products;
- monitor your ongoing position to ensure that the products continue to meet your requirements, especially where your circumstances are changing; and as part of the regular review and strategic planning process;
- recommend changes to your portfolio to ensure that it continues to meet your requirements as circumstances change.

We provide high quality, bespoke advice using the expertise and experience of our teams and we keep the client’s best interests at the centre of what we do. We will offer to undertake a review process of the investment portfolio at least annually, with appropriate valuation reports and recommendations provided to you. Our Annual Review will ensure that your portfolio remains suitable and matches your financial objectives. In addition, the Annual Review will provide you with aggregated information about costs and charges incurred in the year, commencing 1 January 2018.

Our Remuneration

There are two major elements to our remuneration:

- An initial advice or implementation charge; and
- An annual portfolio review charge.

In addition to these there are certain services which may be offered and for which a separate or additional charge may be levied. We will confirm the rate we will charge in writing before beginning work; this will be influenced by the complexity of the transaction.

Initial Charge

There are many factors which may influence the initial charge including the monetary amount of the transaction, the degree of regulatory focus and the time involved in dealing with the administration and implementation of our recommendations. The complexity of the advice required will also affect our initial charge; we will confirm charges in writing before any investment is made. Investment recommendations will also reflect a cost for the central investment research we perform. We also recognise that there is a cost associated with an initial review for a new client and this may be reflected in the charge for the initial financial plan.

Indicative ranges of our initial advice charges are set out below; some cases may be charged at higher rates to reflect the more complex nature associated with certain types of investment:

| | <i>Typical range</i> | <i>Example initial charge for non-complex advice (e.g. a portfolio of collective investments)</i> | <i>Example initial charge for more complex advice</i> |
|---------------------------|----------------------|---------------------------------------------------------------------------------------------------|-------------------------------------------------------|
| Investment up to £400,000 | £1,000 - £2,000 | For an investment of £400,000 this may be £1,000 | For an investment of £400,000 this may be £2,000 |
| From £400,001 to £750,000 | £1,500 - £3,000 | For an investment of £750,000 this may be £2,000 | For an investment of £750,000 this may be £3,000 |
| From £750,001 to £1m | £2,000 - £4,000 | For an investment of £800,000 this may be £2,000 | For an investment of £1m this may be £4,000 |
| Funds in excess of £1m | | On request | On request |

Initial fees are payable on the establishment of any new investment within the portfolio. Initial charges incurred in connection with an investment transaction will generally be exempt from VAT. If no financial intermediation takes place then VAT will be chargeable.

Our initial charge will generally be collected on the completion of our work. If detailed work is performed and you choose not to proceed with our recommendations we may seek to charge a fee for the work performed (which will incur VAT).

Annual Charge for Portfolio Review

Our annual portfolio review fees are payable in arrears, based on the total funds under management. The actual ongoing fee will depend upon the future value of investments and will fluctuate as the value of your portfolio changes. Where practical, ongoing annual fees will be facilitated by the product provider or a platform and collected on a monthly basis. Ongoing fees can be cancelled at any time but this would mean that we will have no contact and provide no ongoing service.

An indication of our standard portfolio fees is set out below:

| | <i>Annual Fee</i> | <i>Regulatory fee (subject to VAT)</i> |
|-------------------------|-------------------|--------------------------------------------|
| Funds of up to £400,000 | 0.5% | £500 |
| Funds above £400,000 | 0.5% | Nil |

For example, the annual charge associated with a portfolio of £300,000, inclusive of the VAT element, would be £2,100. The annual charge in respect of a portfolio of £1m would be £5,000.

The annual regulatory fee is subject to VAT and will be collected by Direct Debit on a monthly basis where possible. Where we manage substantial investment portfolios for direct family members or connected parties we may choose to waive our standard regulatory fee.

Charges for other services

We set our charges by assessing the time it will take us to provide a bespoke service, the complexity of the request, and the regulatory risk associated with the advice.

The initial fee for arranging an ISA will be £250 with an ongoing annual fee of 0.5%. For example, the charge for making an ISA contribution of £20,000 would be £250 at outset plus £100 per annum thereafter. For monthly contribution ISAs the fee may also be paid monthly at a rate of £25, the ongoing fee of 0.5% of the value of the ISA would also apply.

Client cash

As you are aware, we have regulatory permissions to operate client cash accounts. The costs associated with accessing this service reflect the level of obligations in ensuring that your funds are properly protected. The table below provides an indication of charges levied but these will also depend on the overall value of the portfolio we manage.

| | <i>Interest rate offered</i> | <i>Annual charge (subject to VAT)</i> |
|------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|
| Pooled client account | Nil | Nil |
| Individually designated client account | Barclays Clients' Premium Account provides tiered rates linked to base rate https://www.barclayscorporate.com/interest-rates/current-sterling-interest-rates/ | £200 |
| Charge for establishing regular payments | | £100 |

Indicative ranges of charges are set out below:

| | <i>Annual charge (subject to VAT)</i> | <i>Example total annual charge (inc VAT) including 4 ad hoc transactions plus a regular monthly standing order</i> |
|----------------------------|-------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|
| Portfolio up to £2m | £200 | £360 |
| From £2m to £4m | £100 | £240 |
| Portfolio in excess of £4m | nil | nil |

Additional services

The table below provides an indication of some of the additional services we offer together with how those services may be charged. VAT will be chargeable where there is no product intermediation:

| <i>Service</i> | <i>Basis of charge</i> |
|---------------------------------------------|-------------------------------------------------------------------------------|
| Capital raising | Related to proportion of portfolio realised, but subject to a minimum of £200 |
| Use of CGT allowance | Dependent upon complexity of portfolio |
| Fund switches | Dependent upon size of portfolio, but subject to a maximum of £750 |
| Execution only transactions | Indicative minimum fee of £250 |
| Setting up external cash account – personal | £100 plus ongoing annual charge of £200 |
| Setting up external cash account – trust | £250 plus ongoing annual charge of £200 |
| Bare trust | £375 |
| | |
| Annuity purchase | Minimum fee of £500 |
| Protection policies | Case by case basis. A contingent fee of £500 may apply |
| | |
| Initial pension review | £750 |
| Review of final salary pensions | Case by case basis |
| Pension crystallisation – first event | £750 |
| Pension crystallisation – subsequent events | £500 |
| Annual pension drawdown fee | £500 (payable in advance) |
| Property purchase within SIPP | Case by case basis |
| | |
| Divorce | Hourly rate |
| Probate | Case by case basis |

A fee may be charged to administer the transfer of investments to another adviser.

Other types of charges

Some activities may, with your agreement, be charged on a task based rate (e.g. pension transfers, pension crystallisation, group pension schemes). 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. For the purposes of calculating our charges we use the following indicative rates as a guide to the costs that we incur:

| | <i>Hourly charge</i> |
|----------------|-----------------------------|
| Director | £250 |
| Adviser | £100 |
| Client support | £50 -£75 |

These charges can either be paid directly by you as a fee, for which we will issue an appropriate invoice, or you can choose to have them paid (facilitated) on your behalf by the product provider or platform with whom the product is placed or held. Any initial and on-going charges paid by product providers will be taken directly from your investment with them, and only with your agreement to this basis of fee payment.

We will discuss your payment options with you and answer any questions you have. We will confirm the rate we will charge you, and inform you of any related charges, expenses and taxes (including whether VAT will be payable) in writing before beginning work. We will not charge you until we have agreed with you how we are to be paid.

Payment Options

As explained in the Client Agreement, we offer our clients various payment options in respect of investment business. The adviser charge will become payable on completion of our work. You will be charged an adviser charge for our advice and services whether you buy a product or not. VAT will be charged where advice is given without the arrangement of an investment; it is not charged for arranging a transaction. Adviser charges may be facilitated by platforms, collected from product providers, or be settled directly by you as a fee.

We will confirm the rate we will charge in writing before beginning work; this will be influenced by the complexity of the transaction.

Paying by a combination of Adviser Charge and pre-existing Trail Commission.

We are permitted to receive and retain trail commission from pre-RDR transactions from the product provider concerned. For example, currently we are able to collect ongoing trail commission in respect of pre-RDR investment bonds directly from the product provider without any additional cost to you. If this option is removed by product providers, we reserve the right to introduce an ongoing adviser charge to compensate for this, which may result in you paying more. Where trail commission continues to be received, we will offset part of the adviser charges against this so that there is no double charging.

The actual amount of ongoing adviser charge we receive will vary depending on the amount you have invested but will be in line with the arrangements set out earlier in this document. Product charges pay for the product provider's own costs and these will be identified to you separately.

Following the introduction of MiFID II, we will provide you with an annual summary of costs and charges incurred from January 2018, separately identifying product costs, platform charges and ongoing adviser charges relating to PRIIPs.