

Mazars Wealth Management Service

General Terms and Conditions of Business

1. Introduction

- 1.1. These Terms & Conditions set out the terms on which 'Mazars Financial Planning Ltd' (MFP) will provide their Wealth Management Service (WMS) to you. They will come into force when we receive from you a duly signed copy of our Engagement Letter for our WMS, or, if later, when the assets are available to us for the purpose of the engagement. This should be read in conjunction with our General Terms and Conditions of Business, the Mazars WMS brochure and other documents provided to you. Definitions used in this document are set out in clause 11.
- 1.2. These Terms and Conditions of Business (as amended from time to time) shall apply to all Engagements under the Mazars WMS.
- 1.3. The Engagement Letter and where applicable, Investment Account Mandate will confirm our charges, any requirements or restrictions you wish to apply and any variations to the terms in this document.
- 1.4. Should any of the terms of our Engagement as set out in the Engagement Letter, General Terms and Conditions of Business or an Investment Mandate conflict with these terms and conditions, the terms of the previously named documents shall take precedence.

2. Investment Objectives, Discretion and Restrictions

- 2.1. MFP will manage the Portfolio for you in accordance with the terms set out in this document and any requirements specified in the Engagement Letter and where applicable Investment Account Mandate.
- 2.2. Where you agree that we can manage part or all of the portfolio on a Discretionary basis, we will have complete discretion (without the need for your specific prior consent) to buy, sell or otherwise deal in investments, cash and other assets, subscribe to new issues of investments and participate in placings, underwritings and sub-underwritings of any new investments, effect transactions on any markets, negotiate and execute counterparty and account opening documentation and otherwise act as MFP judges appropriate in relation to the management of the Portfolio.
- 2.2. For the avoidance of doubt, the investment guidelines will not be breached as a result of changes in the price or value of assets of the Portfolio resulting solely from movements in the market.

- 2.3. MFP will not normally invest in securities and funds which are not authorised or recognised under the Financial Services and Markets Act or other forms of non-readily realisable investments (for example investments for which there is no active secondary market). If we feel that due to your personal circumstances that these types of investments are warranted we will discuss this with you and agree this in advance.
- 2.4. Where we do agree this, you should be aware that it may be difficult to deal in such investments or to obtain reliable information about their value.
- 2.5. Best execution refers to the obligation to exercise reasonable care in the transmission and execution of trading orders for clients, particularly in relation to price. Where we transmit or execute transactions this will be carried out in line with the FCA rules and in line with our own Best Execution Policy. Our Best Execution Policy is available on request.
- 2.6. MFP may not, without your prior consent, commit you to supplement the assets in the Fund by borrowing on your behalf.
- 2.7. MFP will not, without your prior consent, invest in Penny Shares, Options, Futures, Warrants, Derivatives, Contracts for Differences or partly paid securities, neither will MFP overdraw your account.

3. Reporting to You

- 3.1. We, or a Custodian or Investment Platform will provide reports to you in line with relevant legislation.
- 3.2. We will not send you a confirmation of each transaction effected unless you have requested us to do so in writing or unless we are otherwise required to do so under FCA rules. Such documentation may be provided by the Custodian or the Investment Platform.
- 3.3. Valuations will be based on prices collected from recognised sources.

4. Delegation, Use of Agents, Dealing and Counterparties

- 4.1. MFP may employ agents to perform administrative, dealing or ancillary services required to enable MFP to perform its services under the Engagement
- 4.2. MFP will act in good faith and with due diligence in the selection, use and monitoring of agents and in its choice and use of counterparties.

- 4.3. If any counterparty should fail to deliver any necessary documents or to complete any transaction, MFP will take all reasonable steps on behalf of the Client to rectify such failure.
- 4.4. MFP may aggregate transactions for the Portfolio with those of other clients and will allocate such transactions on a fair and reasonable basis in accordance with the requirements of the FCA Rules.

5. Liability

- 5.1. Although MFP will always take reasonable care in managing your investments, MFP cannot guarantee:
 - 5.1.1. That your investments will not depreciate in value, the value of your investments may go down as well as up and you might not get back what you put in;
 - 5.1.2. any level of return on capital invested;
 - 5.1.3. that your investments will not be affected by adverse tax consequences or a change in tax legislation.
- 5.2. MFP is not authorised to provide tax advice or opinion. If your individual, firms or entities tax situation is complex, for example subject to tax outside of the U.K. you should seek specialist tax advice.

6. Warranties

- 6.1. You represent and warrant that:
 - 6.1.1. you have full power to appoint MFP on the terms of this document and to enter into transactions within the scope of this document and have obtained all authorisations and approvals necessary to permit MFP to do so on your behalf;
 - 6.1.2. neither the entry into the Engagement nor into any such transaction will breach any law, rule or regulation applicable to you in force at the start of the Engagement;
 - 6.1.3. the Portfolio is free from all liens and charges, and that no liens or charges will arise from your acts or omissions; and
 - 6.1.4. any information which you have provided to MFP in relation to your beneficial ownership, status, residence and domicile for taxation purposes and in relation to connected individuals is complete and correct, and that you shall provide any further information properly required by any competent authority.
- 6.2. MFP represents and warrants that:
 - 6.2.1. it has full power to enter into the Engagement and to enter into transactions within the scope of the Engagement and has obtained all authorisations and approvals necessary to do so;
 - 6.2.2. neither its entry into the Engagement nor into any such transaction will breach any law, rule or regulation applicable to MFP.
- 6.3. You will notify MFP promptly if there is any material change in any of the above information provided by you for the purposes of the Engagement.

- 6.4. You undertake not to deal with any of the assets in the Portfolio, except through MFP, nor to authorise anyone else so to deal.
- 6.5. MFP will be entitled to accept instructions from you in writing, by telephone, e-mail, or via other methods of electronic communication. However, we are also entitled to require formal written confirmation of these instructions from you. We may act on any instruction or other communication believed in good faith to have been given or made on your behalf. You agree that we may accept instructions in the manner specified in this clause from you or any of your representatives nominated to us in writing for that purpose.

7. Amendments

- 7.1. MFP may amend the Engagement:
 - 7.1.1. at any time by written notice to you where such amendment is necessary to comply with legislation or FCA Rules and such amendments shall take effect from the date specified in such notice.
 - 7.1.2. by 30 days' notice in writing to you in the case of amendments other than those specified in 7.1.1.

8. Warnings

- 8.1. We would remind you that carrying out investment activities are not risk free, however those investments are described. We would particularly bring your attention to the following:
 - 8.1.1. investment values, and the income produced by investments, may fall as well as rise and that you may not get back what you have invested. Furthermore, past performance should not be considered a reliable guide to future returns.
 - 8.1.2. if an investment is denominated in a currency other than sterling, changes in the rates of exchange between currencies may cause the value of the investment to diminish or increase and therefore you may not get back the amount invested.
 - 8.1.3. investments such as those that invest in bricks and mortar property may have infrequent valuation points and may be relatively illiquid.
 - 8.1.4. some investments may be subject to sudden and large falls in value and you could get nothing back at all.
 - 8.1.5. the managers of the investment funds that underlie the portfolio generally reserve the right to temporarily cease redemptions or in some circumstances to apply penalties or adjustments. In some circumstances the cessation of redemptions may be for an extended period of time. This may adversely impact on the risk level of and returns from your portfolio.
 - 8.1.6. The law regarding investments may be subject to change and you should be aware that circumstances and benefits may change due to governmental practice and policy.

8.2. Where you agree that we can automatically transfer monies from your General Investment Account to your Individual Savings Account (ISA) this service is provided in perpetuity unless you inform us otherwise, it is incumbent on you to inform us if this service is to stop or if you wish to make ISA contributions outside of the service. We will not be held responsible for you over subscribing into ISAs if you do not keep us informed.

9. Custody and Custodian

- 9.1. The assets held in the Portfolio (including any un-invested cash) are normally held on an Investment Platform by a Custodian. The Custodian, who is selected by the Investment Platform, will be responsible for such assets, including their registration and the retention of any documents of title, for settling transactions effected by MFP and for collecting and crediting all increments, income and accruals to the Portfolio. Where assets are held by a Custodian, MFP will not be responsible for the Custodian or safe custody matters and will not be liable for any act or omission of the Custodian.
- 9.2. MFP shall not hold the Portfolio or be entitled to call for delivery of the Portfolio to itself and accordingly, MFP will not hold money on behalf of the Portfolio or be the registered holder of any of the Portfolio's investments.
- 9.3. On termination, MFP may direct the Custodian, to retain and/or realise such assets as may be required to settle transactions already initiated and to pay any outstanding liabilities, including any fees which may be outstanding.

10. Additional Provisions

- 10.1. The Engagement, including its appendices (as amended from time to time) constitutes the entire engagement of the parties, superseding all prior representations, proposals, engagements or understandings (whether written or oral) made by any party relating to the subject matter of this engagement. No party shall have any liability in respect of any such representations, proposals, engagements or understandings (unless fraudulently made) which are not expressly set out in the engagement.

- 10.2. The illegality, invalidity or unenforceability of any provision of the engagement under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision.
- 10.3. The parties hereto do not intend that any term of the engagement should be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Engagement.
- 10.4. The Engagement is personal to the parties and shall not be capable of assignment by either party or of being transferred by it.

11. Definitions:

- 11.1. This section defines terms specific to this document and not defined elsewhere, other terms are set-out in clause 28 of the Mazars Financial Planning Limited - General Terms and Conditions of Business.
- 11.2. "Custodian" means such custodian appointed by the Investment Platform;
- 11.3. "the Portfolio" means an asset or a portfolio of assets (including un-invested cash) as are from time to time to be managed by MFP.
- 11.4. "Investment Platform" an online service that allows aggregation of investments.
- 11.5. Words and phrases defined in FCA Rules shall have the same meaning in this document. References to any statutory provision or byelaw or regulation include references to any amendment of re-enactment at the time being in force.

12. Governing Law

- 12.1. The engagement will be governed by and construed in accordance with English law. The English courts will have exclusive jurisdiction to settle any disputes or claims which may arise out of or in connection with the engagement for which purpose all parties agree to submit to such jurisdiction.

Mazars Financial Planning Ltd is a wholly owned subsidiary of Mazars LLP, the UK firm of Mazars, an integrated international advisory and accountancy organisation. Mazars Financial Planning Ltd is registered in England and Wales

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