Client Agreement & Valued Service Proposition

Client #1	Client #2
Name	**Name**

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 clarification before signing these documents.

Our Services

KD Wright Financial Services Limited (t/a KDW) is able to act on your behalf in advising you and arranging investments, pensions, mortgages and non-investment insurance contracts. We offer products and services as follows:

- **Investment Services -** we offer an independent advice service. We will recommend investments based on a comprehensive and fair analysis of the market. We will place no restrictions on the investment markets we will consider before providing investment recommendations, unless you instruct us otherwise. We will however, only make a recommendation when we know it is suitable for you.

- **Non-investment protection contracts -** we offer non-investment protection products e.g. term assurance, income protection and critical illness from a range of insurers**.**

Regulatory Statement
KD Wright Financial Services Limited is authorised **and regulated by the Financial Conduct Authority** (FCA) under registration number 509886. The FCA can be contacted at 25 The North Colonnade, Canary Wharf, London E14 5HS.

Client Classification
We treat all our clients as “retail clients” unless you request otherwise. This means you are provided with the highest level of protection under the regulatory system and should have the right to take any complaint to the Financial Ombudsman Service.

Initial Consultation
We offer you an initial no obligation consultation. KD Wright Financial Services Limited will bear the cost of this initial meeting at which we will describe our services and explain the payment options. If you decide to go ahead, we will:

- Gather and analyse personal financial information about you and your aims and objectives;
- Recommend and discuss action we think you should take and, with your agreement, arrange relevant solutions for you.

Our Recommendations
Any advice or recommendation that we offer to you will only be given after we have assessed your needs and considered your financial objectives and attitude to any risks that may be involved. We will also take into account any restrictions that you wish to place on the type of products you would be willing to consider.
We will confirm our recommendations to you in a suitability report along with details of any special risks associated with the products recommended.

Conflicts of Interest
Any advice we provide will be in accordance with that disclosed in our Key Facts 'about our cost and services' document a copy of which I have provided to you. Occasions may arise where we or one of our clients have some form of interest in business being transacted by you. If this happens or we become aware that our interests or those of one of our client's conflict with your interests, we will write to you and obtain your consent before we carry out your instructions, and detail the steps we will take to ensure fair treatment.

Service and Standards
We are committed to providing the highest standard of financial advice and service. Your interests are very important to us and for any advice or service we provide we will:

- be open, honest and transparent in the way we deal with you;
- not place our interests above yours;
- communicate clearly, promptly and without jargon

Our Investment Services and Costs

I have provided you with our Key Facts 'about our services and costs'. You will recall that we comprehensively discussed the content of this document which covers the services we provide and what they cost. You confirmed you fully understood this and were happy to proceed on the basis as confirmed within our Valued Service Proposition agreement which you have signed.

It is important that you keep this Client Agreement; Valued Service Proposition; Key Facts 'about our services and costs' and the Privacy Terms together and if you have any questions you should contact us immediately.

How we are Paid
We charge for our services by way of an Adviser charge. This charge is based on a percentage of the amount you invest.
or
We charge for our services by way of a fee. These fees are based on an hourly rate.
or
We charge for our services by way of a fee. These fees are on a fixed basis.

VAT
Under current legislation the majority of our services are not subject to VAT but should this change in future and where VAT becomes due, we will notify you before conducting any further work.

Cancellation rights
In most cases you can exercise a right to cancel by withdrawing from the contract. Generally you will normally have a 30 day cancellation period for a life, pure protection, payment protection or pension contracts and a 14 day cancellation period for all other contracts.

Instructions for exercising the right to cancel, if applicable, will be contained in the relevant product disclosure information which will be issued to you. If you cancel a single premium contract, you may be required to pay for any loss you might reasonably incur in cancelling it which is caused by market movements. This means that, in certain circumstances, you might not get back the full amount you invested if you cancel the policy.

Client money
KD Wright Financial Services Limited is **not permitted to handle client money** or handle cash and we cannot accept a cheque made out to us (unless it is in respect of our fee for which we have sent you an invoice).

Documentation
We will endeavour to make arrangements for all your investments to be registered in your name unless you first instruct us otherwise in writing. All policy documents will be forwarded to you as soon as practicable after we receive them. If there are a number of documents relating to a series of transactions, we will

normally hold each document until the series is complete and then forward them to you.

Instructions

We prefer our clients to give us **instructions in writing**, to aid clarification and avoid future misunderstandings. We will, however, accept oral instructions **provided they are confirmed in writing**.

Complaints

If you wish to register a complaint, please write to **Marcus Maisey, KD Wright Financial Services Limited, 2nd Floor Centurion House, 136-142 London Road, St Albans, Herts AL1 1PQ** or telephone **01727 852299**.

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.

http://www.financial-ombudsman.org.uk
www.fscs.org.uk

Professional Indemnity Insurance

KD Wright Financial Services Limited maintains Professional Indemnity Insurance

Anti-money laundering

We are required by the anti-money laundering regulations to verify the identity of our clients, to obtain information as to the purpose and nature of the business which we conduct on their behalf, and to ensure that the information we hold is up-to-date. For this purpose we may use electronic identity verification systems and we may conduct these checks from time to time throughout our relationship, not just at the beginning.

Law

This client agreement is governed and shall be construed in accordance with **English** Law and the parties shall submit to the exclusive jurisdiction of the **English** Courts.

Termination of Authority

The authority to act on your behalf may be terminated at any time without penalty by either party giving seven day's notice in writing to that effect to the other, but without prejudice to the completion of transactions already initiated. Any transactions effected before termination and a due proportion of any period charges for services shall be settled to that date.

Your 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 in conjunction with the Key Facts document 'about our services and costs' and Valued Service Proposition before signing them. If you do not understand any point please ask for further information.

Please confirm to us in writing if you do not consent to us or any company associated with us processing any sensitive data. Further information about consent and how we process your data can be found in the **Privacy Terms document.**

I/We confirm I am/we are aware of all the costs of the Valued Service Proposition and any ongoing service as covered in the Key Facts document 'about our services and costs'. These documents have been provided to me/us.

I/We confirm that I/we agree to the adviser being remunerated on the basis selected below;

By deduction from the contract**	
By direct payment from ourselves**	

** Please tick one of the boxes above to confirm your preferred method of payment.

Client #1	**Client #2**
Signature	Signature
Name	Name
Date of Issue	Date of Issue
Date of Signature	Date of Signature

(V5) June 2018

Valued Service Proposition

This agreement is made between: KD Wright Financial Services Limited (t/a KDW)

and

Client #1	**Client #2**
Name	**Name**
Correspondence Address	**Correspondence Address**

This agreement is supplementary to the Key Facts 'about our services and costs' and the Client Agreement. I have already discussed these documents with you which set out the basis on which we charge for our services.

We recognise that all our clients have different financial needs and objectives and we will build a plan appropriate to the needs of each client.

In order to clarify the expectations of all parties and to provide transparency of charges we set out in this document the services available and associated costs. Please feel free to contact us if you wish to discuss any aspect of these terms.

The Financial Planning Process

There are four stages to the financial planning process, each of which is separately costed; although the initial consultation is at our cost:

1. Initial consultation
2. Financial Review and Recommendation
3. Arranging and Setting up your Investment
4. Ongoing Service and Reviews

Each of these services and the associated costs are explained below.

Initial Consultation

The initial consultation will comprise of:

- An initial meeting with one of our qualified financial advisers
- An opportunity to ask questions and understand what we do
- Opportunity for us to establish what your financial needs are
- Discuss our service propositions and costs involved

KD Wright Financial Services Limited will bear the cost of this initial meeting which is without obligation to either party.

Financial Review and Recommendation
We will carry out an extensive assessment of your financial circumstances at the outset to establish your financial planning requirements. This will include:

- Understanding your situation by gathering information about your existing financial arrangements and full personal circumstances.
- Understanding of your investment knowledge and attitude and tolerance towards investment risk.
- Recommendation of an asset allocation model that matches your investment risk profile and the subsequent assessment and suitability of any existing investments.
- Analysis and design of your investment strategy.
- Presentation of our recommendation.

There is a charge of £500 for this service however, this is **only payable should you decide not to implement our recommendations** as usually we would offset this fee against the adviser charge we receive at the arranging and setting up stage.

When we provide you with our suitability report it will be your decision whether to implement our recommendations either completely or in part. A clear breakdown of what our charges/fees are for setting up your plan are included in our Key Facts 'about our services and costs' document which has been provided.

Arranging and Setting up your Investment
The arranging and setting up of our investment recommendation includes where appropriate:

- Handling of all fund and policy administration on your behalf
- Regular updates to keep you informed of progress
- Ensure all your documents are issued in line with your expectations
- Confirmation of all actions taken on your behalf

Our fees for this part of the service are covered in detail within our Key Facts 'about our services and costs' document and Client Agreement which should be read in conjunction with this document.

Ongoing Service and Reviews
Your financial and personal objectives may change over time due to changes in your lifestyle or circumstances.

We believe it is essential to ensure that the investment portfolio we recommend continues to meet your lifestyle and investment objectives. Our ongoing review service offers:

- Structured reviews
- Assessment of your current circumstances and any changes to your plans that are needed
- Regular updates and information regarding your investments
- A choice of differing levels of support depending on your needs
- Ongoing support with correspondence and administration issues

We recognise that all clients do not have the same service requirements therefore even though we do provide a guideline by way of our different propositions you are free to choose the level of service that best suits your needs.

Our charges are guaranteed not to increase within the first 12 months of your contract with us. Should we need to increase our charges after this period, you will be given notice of this fact and the opportunity to decide whether to continue with the revised level of charges.

It should be noted that it is not compulsory for you to sign up to one of our services and we do offer a transactional only service.

Our Fees for Ongoing Services and Reviews

Service Proposition Schedule	Proposition	Transactional Only
24 hour access to your portfolio via your own personal client web-site	✓	✓
Secure messaging and updates available	✓	✓
Access to all information on mobile devices	✓	✓
Access to our support team	✓	✗
Professional expertise and governance embedded into the KDW investment processes	✓	✗
Regular Portfolio Rebalancing	✓	✗
Regular Valuations	✓	✗
Ongoing Expert Support	✓	✗
Ongoing access to your adviser	✓	✗
Annual Review Meeting including	✓	✗
Periodic Suitability Assessment	✓	✗
Review of Aims & Objectives	✓	✗
Review of Risk Profile	✓	✗
Review of Asset Allocation	✓	✗
Review of Tax Allowances	✓	✗
Updates & Valuations	✓	✗
Comprehensive Financial Health Check	✗	✓
Detailed Tax Planning	✗	✓
Estate Planning	✗	✓
Income / Expenditure Review and Forecasting	✗	✓
Typical cost based on the total value of your investments	Up to 1%pa	

For smaller portfolios an annual review under the Proposition is available for a minimum fee of £1,000 plus VAT if applicable.

Service Proposition Subscription

I/We would like to subscribe to the following ongoing service option:

Please tick the appropriate box

☐ **Transactional only**

I/We understand that transactional only, does not involve any ongoing service and there is no fee for this however, I understand that an initial adviser charge will apply.

Client Service Option

☐ **Service Proposition**

I/We understand that the fee for this service is up to 1% of the value of the relevant investments each year.

Tick One Box

☐ I/We want to pay for the ongoing service by deduction from the policies/investments I/we hold

☐ I/We want to pay for the ongoing service separately by direct invoice on a quarterly basis

Client #1	Client #2
Signature	Signature
Name	Name
Date of Signature	Date of Signature

Signed on behalf of KD Wright Financial Services Limited	
Name	
Date of Signature	

(V5) June 2018

Privacy Terms

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 **01727 85 22 99 and marcus.maisey@kdw.co.uk**

or in writing at:

Marcus Maisey
KD Wright Financial Services Limited
2nd Floor, Centurion House
136-142 London Road
St Albans
Hertfordshire
AL1 1PQ

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

1. Your data will be lawfully and fairly processed in a transparent manner.
2. Your data is collected on the grounds of explicit and legitimate purposes only.
3. We will only ask for your data when necessary, explain if data will be shared and how long it will be kept.
4. 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.
5. Your data will only be retained as long as necessary.
6. 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.

1. The right to be informed.
2. The right of access.
3. The right to rectification.
4. The right to erasure.
5. The right to restrict processing.
6. The right to data portability.
7. The right to object.
8. Rights to automated decision and profiling.

Rights 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/for-the-public/raising-concerns/

Electronic Communication 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.

Please print your initials next to your choice below:

I wish to opt **IN** to receiving communications or marketing material electronically or through the post	
I wish to opt **OUT** of receiving communications or marketing material electronically or through the post.	

I hereby give consent to KD Wright Financial Services Limited for my personal data to be processed in accordance with the General Data Protection Regulations (GDPR) **and in relation to the purposes described in this document.**

Client Name:	
Signed:	
Date:	

Client Name:	
Signed:	
Date:	

(V5) June 2018