

The professional connection

Client Agreement and Service Proposition



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Our services and standards

Independent Financial Advice

WPS Wealth Ltd is able to act on your behalf in advising you on investments and non-investment insurance contracts. We offer products and services as follows:

- Investments 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.
- General Insurance Contracts we offer General Insurance contracts e.g. Buildings and Contents from a range of insurers.

You should be aware that investments carry varying degrees of risk and as their underlying value can fall as well as rise, you may not get back the full amount invested.

We are committed to providing the highest standard of financial advice and service. Your interests are of paramount importance 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



The advice process

We offer you an initial discussion (without charge) at which we will describe our services more fully and explain the payment options. If you decide to go ahead, we will:

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

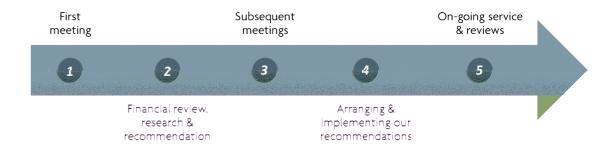
Our First Meeting

At our first meeting we will need to fully understand your finances and wider circumstances in order to ensure we can make appropriate recommendations. In this meeting we will:

- Give you a business card
- Confirm our status as Independent Financial Advisers and Independent Mortgage **Advisers**
- Discuss how we are paid for our services, the scope of advice you require and the level and frequency of on-going service you will need
- Provide you with our Client Agreement and Service Proposition document
- Complete any "Fee" agreements
- Assess your current position, needs and objectives by completing a "Fact-Find"
- Assess your attitude to, and understanding of all aspects of "risk"
- Establish any time scales for investment and planning
- Ask that "letters of authority" are signed for any existing arrangements you have
- Agree a planning budget
- Agree an action plan in advance of a second meeting

This initial meeting is at the cost of WPS Wealth and is not included in our fee estimates. We ask that our clients agree to our initial advice fee and on-going service fee at this meeting. Should a client want to consider the fees in their own time they are welcome to do so but our work will not commence until our fee agreement has been signed.

Fig 1. Advice flow chart



Financial Review, Research and Recommendation

If appointed to undertake work on your behalf, we will begin our research and review work. In most cases there will be a significant amount of work to do between the first meeting and the subsequent meeting(s) where we present our recommendations.

This process covers the:

- Gathering of information about your existing financial arrangements and full personal circumstances
- Understanding of your investment knowledge and attitude and tolerance towards investment risk
- Reviewing existing investment and pension plans
- Recommendation of an asset allocation model that matches your risk profile and the subsequent assessment and suitability of any existing holdings
- Preparation of our recommendations to you
- When appropriate, providing you with a review report
- Arranging a subsequent meeting to explain and discuss our recommendations in detail



WPS Wealth Ltd, 6 Charnwood Court, Heol Billingsley, Parc Nantgarw, Cardiff CF15 7QZ T: 02920 022780 F: 01443 841723 E: enquiry@wpswealth.co.uk www.wpswealth.co.uk

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Our Subsequent Meeting(s)

At our subsequent meeting(s), we will:

- Confirm the details we obtained at the first meeting remain correct
- Confirm the objectives we discussed at the first meeting remain correct
- Explain any financial planning reports we have prepared for you
- Explain the research we have carried out
- Explain how we arrived at the recommendations we will make
- Explain all of the terms and conditions applicable to our recommendations, including all costs, benefits and risks
- Help you to complete any applications necessary to implement the recommendations
- Confirm any cancellation periods

We will follow up our recommendations with a "Suitability letter" confirming our recommendations, why we have made them and how they will meet your objectives.

Arranging and Implementing Our Recommendations

Following our Financial Review and Recommendation we will establish whether you wish to proceed with our recommendations.

Should you instruct us to proceed with any of our recommendations we will act for you in the following ways:

- If appropriate, recommend a specific product provider and investment product
- Provide a specific investment recommendation, consistent with your attitude to investment risk and objectives
- Arrange the recommended investment on your behalf
- Handle all fund and policy administration on your behalf
- Provide regular updates to keep you informed of progress
- Ensure all your documents are issued in line with your expectations
- Provide confirmation of all actions taken on your behalf in writing

We will submit any applications, and ensure applications are processed so that business completes promptly and efficiently. We will handle the often complex processes and paperwork involved with administering your business.

Ongoing service and Reviews

We will agree the most appropriate level of ongoing service with you and the frequency of future review meetings. Please see the relevant section of this document for full details.



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³ How we charge for our services

We charge fees for our initial advice in two ways, either as a percentage of the amount you invest, or on an hourly basis.

In certain circumstances it may be preferable to use one basis over another, or to use a combination of the two. Your adviser can explain these options further.

Our fees for the Financial Review and Recommendation

Our fee for this work is based on our hourly rates as follows:

Type of adviser	Rate per hour
Chartered Financial Planner/Director/Pension Transfer Specialist	£175
Qualified Independent Financial Adviser	£150
Administrator	£60

We will estimate how many hours we expect this to take and we will agree the fee with you before we begin this work on your behalf.

For Example, you ask us to review a number of existing pension plans which we estimate will take four hours of adviser work. We agree a fee of £600, based on four hours' work at £150 per hour and provide you with a written pension review report.

Our minimum fee for Financial Review and Recommendation work is £300, based on two adviser hours.

Our fees for Arranging & Implementing Our Recommendations

For lump sum Investments or Transfers

Our fee for this service is based on a percentage of the amount you invest and/or transfer. These fees are applied as follows but are subject to a minimum of £300:

- Up to £150,000 -3%
- £150,001 to £250,000 2.5%
- £250,001 to £500,000 2%
- £500,001 and above 1.5%
- Over £1m By negotiation

You can choose how this fee is paid.

Direct fee payment – you can pay the fee directly, for example by cheque. No initial fees will be collected via the recommended investment.

Facilitated from the investment – on receipt of the investment or transfer, the recommended investment provider can facilitate the payment of our fee by making a deduction from the amount invested. Fees paid from the investment will reduce the amount invested into the recommended plan.

Where we receive the above fees we may waive our Financial Review and Recommendation fee.

For Example; further to agreeing to a Financial Review and Recommendation fee of £450, you subsequently ask us to arrange investments on your behalf totalling £100,000. Our Arrangement and Implementation fee would be £3,000 and as this exceeds the Financial Review and Recommendation fee, the £450 fee would be waived.



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For regular premium investments

Our fee for implementing a regular saving or investment plan is based on the amount of time it takes. We will provide you with an estimate of how many hours we expect this to take and we will agree a fee based on our hourly rates, as follows:

Type of adviser	Rate per hour
Chartered Financial Planner/Director/Pension Transfer Specialist	£175
Qualified Independent Financial Adviser	£150
Administrator	£60

These instalments will pay towards settling our fee and will reduce the amount left for investment.

For Example; if your monthly contribution is £480 and the total implementation fee is £600, based on 4 adviser hours, this could be collected by deducting £150 from each monthly contribution for the first 4 months. The full implementation fee of £600 will have been paid and therefore no further instalments would be due.

Please note that not all product providers accept this arrangement and therefore you would be expected to settle the initial fee directly by cheque.

Should you cancel the regular contributions to the investment, the balance of any outstanding fee instalments will become due by direct payment.

Based on the above example should payments cease after month 2 (and £300 has been collected) the difference between this and the implementation fee of £600 would be charged i.e. £300.

Our General Insurance and Protection Services and Costs

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

We do not charge a fee for our insurance and protection services as we will normally receive commission from the policy provider. You will not be subject to VAT for this service.

Our ongoing service

We like to work with clients on a long term basis.

Following the completion of our initial advice, we will provide you with a level of ongoing service which will depend on the complexity of your affairs and the contact you require.

Transactional Clients

These clients may not require an ongoing service, or due to the nature of the initial work or size of funds invested do not automatically qualify for an ongoing service. Further to the completion of the initial work, no further ongoing work will be conducted by the original adviser unless the client wishes to meet the minimum ongoing fee requirement.

Transactional Clients will be provided with:

- An annual valuation statement
- Administration support by telephone and email in relation to administering existing policies
- Online access to investment valuations via our client management system
- Telephone and email access to a Servicing Adviser for new advice enquiries

For investments that we administer for Transactional clients, there is an ongoing administration charge of 0.5% per annum of the amount invested.

Transactional clients will not receive regular review meetings, however the client may contact us with any new advice enquiries or to request a meeting with an adviser. Hourly fees may be charged for further adviser meetings.

Our Ongoing Service Levels

We provide four Ongoing Service Levels				
1 Essential	2 Core	3 Enhanced	4 Tailored	

Our ongoing service includes:

- A choice of differing levels of support depending on your needs;
- A predetermined number of structured reviews per annum with your dedicated adviser
- Assessment of your circumstances and any changes to your plans that are needed;
- Regular updates and information regarding your holdings;
- Online access to investments via our client management system
- Administration support for existing policies
- Regular financial updates

Our Review meetings

We will review your finances a set number of times per year depending on your Ongoing Service Level.

In this review you will receive a full valuation of your policies, commentary on the markets, a summary of our advice to date and advice on any outstanding issues. You will be asked to confirm certain information prior to the review to ensure we are able to advise you appropriately.



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On-going adviser charge

To cover the cost of the ongoing service, there is an ongoing adviser charge based on the amount invested.

We have estimated the fees suitable for each On-going Service Level to ensure clients have clarity on how much they are paying and which services they should expect. These fees are based on the following criteria:

- The number of meetings we expect to hold
- The number of policies managed
- The level of complexity of the client affairs
- The amount of money managed

At your initial meeting you will be asked to review these fees and agree the appropriate On-going Service Level and charge.

Service category	From	То	Annual % Charge
Transactional	£0	£40,000	0.50%
Essential	£40,001	£100,000	0.75%
Core	£100,001	£300,000	0.75%
Enhanced	£300,001	£500,000	1.0%
Tailored	£500,001	and over	by negotiation

For Example, A client has £85,000 in ISA's and pensions. This qualifies for our Essential service level and there would be an ongoing adviser charge payable of 0.75% per annum, of the amount invested, which would be a fee of £637.50.

The amount you pay will fluctuate with the value of your investment; if your investment increases in value the amount you pay us will also increase and if your investment falls in value the amount you pay us will reduce.

The charges listed above can be deducted from your investments or paid directly by you. You should note that when paid through the investments it may reduce your personal tax thresholds and/or exemption levels. Where this happens we will discuss it with you and confirm it in your personal recommendation report.

Fig 2. Comparison of Ongoing Service Levels

Ongoing Service Schedule	* Transactional	Essential	Core	Enhanced	Tailored
Investment amount	N/A	£40,000 to £100,000	£100,001 to £300,000	£300,001 to £500,00	£500,001+
Annual statement of holdings	\checkmark	\checkmark	√	✓	✓
24 hour access to your portfolio via your own personal client web-site	✓	✓	√	√	√
Secure messaging and updates	✓	✓	✓	✓	✓
Access to all information on mobile devices	✓	✓	✓	✓	✓
Access to our support team	✓	✓	√	✓	√
Professional expertise and governance embedded into our investment processes	✓	✓	√	√	✓
On-going access to your adviser		✓	✓	✓	✓
Annual review Meetings		✓			
Six monthly review meeting			✓		
Four monthly review meeting				√	
Tailored meeting frequency					✓
Standard cost based on the total value of your investments	0.50%	0.75%	0.75%	1%	by negotiation

Should you decide to cancel our agreement to provide ongoing services you must provide written confirmation of your decision and we will cease payments for these services within 7 business days and after collection of any due proportion of any period charges.

^{*} Available to Transactional Clients paying the 0.5% per annum on-going administration charge



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6 How we are regulated

WPS Wealth Ltd, Unit 6, Charnwood Court, Heol Billingsley, Parc Nantgarw, Cardiff, CFI5 7QZ is an appointed representative of WPS Financial Group Ltd which is authorised and regulated by the Financial Conduct Authority. The Financial Conduct Authority (FCA) regulates the financial services industry in the UK and their address is 25 The North Colonnade, Canary Wharf, London, E14 5HS.

Our Financial Services Register numbers are 409706 (WPS Wealth Ltd) and 583474 (WPS Financial Group Ltd) . You can check this on the FCA's Register by visiting the FCA's website www.fca.org.uk/register or by contacting the FCA on 0845 606 1234.

WPS Wealth Ltd permitted business is advising on and arranging savings and investment products, pensions, mortgages and non-investment insurance contracts.

How we will classify you

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.

How you are protected

We are covered by the Financial Services Compensation scheme (FSCS) if we cannot meet our obligations. This is dependent upon the type of business and the circumstances of the claim. Most types of investment business are covered up to a maximum limit of £50,000, whereas Insurance business is covered for 90% of the claim, without any upper limit.

Further information about this compensation scheme arrangement is available from the FSCS or by visiting the website at www.fscs.org.uk.

If you have a complaint

If you wish to register a complaint, please write to The Compliance Officer, WPS Financial Group, 11 Axis Court, Swansea Vale, Swansea SA7 0AJ or telephone 01792 797233.

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.

How we verify your identity

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.

How we manage your information

The information you have provided is subject to the Data Protection Act 1998 (the "Act"). By signing this document you consent to us or any company associated with us for processing, both manually and by electronic means, your personal data for the purposes of providing advice, administration and management.

"Processing" includes obtaining, recording or holding information or data, transferring it to other companies associated with us, product providers, the FSA 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.

We may also contact you or pass your details to other companies associated with us to contact you (including by telephone) with details of any other similar products, promotions, or for related marketing purposes in which we think you may be interested.



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If at any time you wish us or any company associated with us to cease processing your personal data or sensitive personal data, or contacting you for marketing purposes, please contact The Data Protection Officer on 02920 022780 or in writing at WPS Financial Group, 11 Axis Court, Swansea Vale, Swansea SA7 0AJ or telephone 01792 797233.

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. Steps will be taken to ensure that the information is accurate, kept up to date and not kept for longer than is necessary. 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 held by us. You may be charged a fee (subject to the statutory maximum) for supplying you with such data.

Your Cancellation rights

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

For pure protection policies the start of the cancellation period will normally begin when you are informed that the contract has been concluded or, if later, when you have received the contractual terms and conditions. In other cases, the cancellation period will begin on the day the contract is concluded or, if later, the day on which you receive the contractual terms and conditions. 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.

VAT

Under current legislation 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.

Client money

WPS Wealth Ltd is not permitted to handle client money and we cannot accept a cheque made out to us (unless it is in respect of an item for which we have sent you an invoice) or handle cash.

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.

Your Instructions

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

Material Interest

We will act honestly, fairly and professionally known as conducting business in the 'Client's best interest' regulations. Occasionally situations may arise where we or one of our other clients have some form of interest in business transacted for you. If this happens or we become aware that our interests or those of one of our other clients conflict with your interest, 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.



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In accordance with the rules of our regulator, The Financial Conduct Authority, we are prohibited from accepting any payment (commission or other non-monetary benefits) which is likely to conflict with the duty of the firm to its clients.

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.

Force Majeure

WPS Wealth Ltd shall not be in breach of this Agreement and shall not incur any liability to you if there is any failure to perform its duties due to any circumstances reasonably beyond its control.

Termination

The authority to act on your behalf may be terminated at any time without penalty by either party giving seven days 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.



7

Fee agreement and service engagement

This engagement is made bet	ween: WPS	Wealth Ltd			
And:					
This is our standard Client Ag to rely. For your own benefit before signing them. If you conformation.	and protectio	n you should re	ead these terms o	carefully	
Please tick this box if you do associated with us processin		•	mpany		
,	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.				
Initial Advice Fees					
Financial Review and Recomm	nendation Fee				
Hours:	Hourly rate:		Fee: £		
Arrangement and Implementation Fee					
Investment / Transfer amou	Investment / Transfer amount: £ Fee: %				
Regular contribution amount: £ Total fee: £					
Number of instalments:	Instalment amount: £				
Preferred Payment Method fo	or Initial Advice	e Fees			
Facilitated from the investment					
By direct payment					



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Protection Products – I understand that this advice may lead to the recom of a commission paying financial product and that the commission will be from product charges.	
Ongoing Service Level, charges and Payment basis agreed with your Adv	viser:
Transactional	
Essential	
Core	
Enhanced	
Tailored	

Ongoing Adviser Fee

Funds under advice: £

Preferred Payment Method for Ongoing Adviser Fee			
Facilitated from the investment			
By direct payment			

Ongoing Adviser Charge:

%

I/We agree to the Financial Review and Recommendation Fee and, where appropriate, the Arrangement and Implementation Fee above, and agree to the method of payment. Cheques for direct fees should be made payable to TPLLP RE WPS Financial Group.

I/We agree to the payment of the ongoing service charge above and the method of payment.

I understand that if I ask WPS Wealth Ltd to commence work on my behalf and subsequently decide against taking the advice offered, or withdraw from the advisory process, or cancel a policy which results in a repayment of the commission, WPS Wealth Ltd will charge me for their time.

iignatures		
Client 1 Name	 Client 2 Name	
Client Signature	 Client Signature	
ate of Issue	 Date of Issue	
igned of ehalf of firm	 Date	



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