

Terms of Business / Client Agreement

1. This Terms of Business Letter sets out the basis on which we will conduct business with you and on your behalf. It is an important document so we strongly recommend that you read it carefully and, if you are unsure of any terms, please contact us immediately for an explanation. It stands alongside our Key Facts about our Services and Costs Document, of which you have also received a copy.
2. These terms come into force immediately on issue and remain in force until further notice.

Client Relationship

3. Altorfer Financial Management Limited is authorised and regulated by the Financial Conduct Authority (FCA) and is bound by its' rules. Altorfer is a firm providing independent financial advice.
4. In order to provide you with personal advice and recommendations suitable to your personal and financial circumstances we will undertake a 'Fact Find' to gather the appropriate information. We will then be able to set out clearly your investment objectives, attitude to risk and capacity for loss. It is therefore important that you provide correct and up to date information to us during this process.
5. On this basis we have classified you in accordance with the Markets in Financial Instruments Directive (MiFID) as a 'Retail Client'. This means that you are given the highest level of protection available under the UK's regulatory system. We confirm that we will continually review this to ensure you are classified correctly.
6. We are not qualified to give legal advice so do not provide this service. Furthermore, we will not consider and advise on whether a client should complain about previous advice received unless explicitly agreed.
7. We derive income from fees charged to clients for services provided. If we propose to charge a fee we will agree its basis with you in writing before we carry out any fee based work. The basis and amount of any fees will be disclosed in detail as soon as is practicable, and prior to any investment transaction.
8. If we receive commission from the issuer of a security or from another intermediary or provider, we will inform you. Any commission received will be offset against fees.
9. We require our clients to give us instructions in writing to avoid possible disputes. This will usually be in the form of a proposal form or application form. We will, however, accept oral instructions in certain circumstances provided they are subsequently confirmed in writing.
10. Where we provide a service that includes an ongoing review we will assess the suitability of your investments at intervals of approximately 12 months from the date of any initial transactions, either by arranging a meeting to discuss them, or by means of a written valuation and review. This is to enable us to act in your best interests so it is important that you inform us of any changes in your circumstances and/or requirements that may affect the advice we provide. Portfolios managed on a discretionary basis will be subject to a separate agreement.
11. Where we send investment applications on your behalf to third parties (e.g. to put an investment into force), we will take all steps sufficient to ensure that we obtain the best possible result for you. This is referred to as 'best execution'. A copy of our Best Execution Policy is available on request.
12. CANCELLATION RIGHTS. You, or we, may terminate our authority to act on your behalf at any time, without prejudice to the completion of any transactions already initiated, and without penalty. Notice of this termination must be given in writing.

Products

13. Unless you inform us whether there are any restrictions on the type of investment on which you wish to receive advice, we will only provide advice on investments within our authorisation which

- we believe are suitable for you. We will not provide any service relating to futures, options, contracts for differences, or other derivative contracts.
14. We provide investment advice and arrange transactions in authorised unit trusts, open ended investment companies, pension contracts, stocks and shares, Individual Savings Accounts, general accounts, Venture Capital Trusts, Enterprise Investment Schemes, structured products, annuities, investment bonds, Exchange Traded Funds, Investment Trusts, phased retirement and income drawdown. Our service may include advice on investments relating to, or executing transactions in, units in non-mainstream pooled investments.
 15. We provide protection advice and arrange life insurance, health insurance, annuities, investment bonds, and phased retirement.
 16. We will confirm any recommendations we make in writing (our suitability report) along with details of any special risks that may be associated with the products or investment strategies we have recommended.
 17. We will make arrangements for all your investments to be registered in your name unless you have instructed us otherwise in writing. Investments arranged through a platform will be registered in their nominee name but you will remain the beneficial owner.
 18. Where you are not sent these directly by the provider, we will forward to you all documents showing ownership of your investments as soon as is practicable after we receive them. Where a number of documents relating to a series of transactions are involved, we will normally hold each document until the series is complete and then forward them to you.
 19. **RISK WARNINGS.** Non-readily realisable investments will generally have a restricted market, and therefore it may be difficult to deal in that investment or obtain reliable information about its value. The value of investments may go down as well as up, and you may not get back the amount invested. Levels of income from investments may fluctuate, and/or affect the capital value of the investment.
 20. **CANCELLATION RIGHTS.** You will be notified of your cancellation rights in regard to our recommended products within the recommendation letter issued before you proceed. Please ensure you understand your rights before proceeding.
 21. **CANCELLATION RIGHTS.** You will not have any cancellation rights for execution only transactions in authorised unit trusts, whether or not in an ISA.

Conflicts of Interest

22. We offer independent financial advice, but occasions can arise where we, or one of our other clients, will have some form of interest in the business which we are transacting for you. If this happens, or if we become aware that our interests or those of one of our other clients conflict with your interests, we will inform you in writing and obtain your consent before we carry out your instructions. There may be occasions when we will be unable to act for one of the parties.
23. Under FCA rules, as a firm offering independent advice we are unable to accept or retain payments or benefits from other firms (e.g. product providers) as this would conflict with our independent status. This prohibition excludes the passing on of client fees.
24. From time to time we may attend training events funded and/or delivered by product providers, fund managers, and/or investment platforms. These events are designed to enhance our knowledge and ultimately therefore enhance the quality of service we provide to you.
25. Altorfer manages a portfolio of its' own assets in cash, stocks, and investment funds. We will not hold more than 10% of the voting rights of any financial services company or provider, so will be unable to affect their operations.
26. Altorfer is a private limited company, and no shares are held by any of our providers. This, combined with our policy of not accepting inducements, means that no other company can influence our operations or which companies we chose to do business with.
27. We have a Conflicts of Interest Policy available upon request.

Financial Crime

28. We are required to verify your identity to prevent money laundering and terrorist financing. We may use an electronic verification service for this purpose which will check various sources to confirm your identity. These checks will not affect your credit rating.
29. No investment will be made or product purchased until verification has been obtained. We cannot be responsible for any loss caused by any delay that results from our fulfilling our statutory money laundering requirements.

Data Protection

30. We are registered under the Data Protection Act 2018. It is understood that we will keep personal and financial information with regard to your circumstances on file in electronic and/or paper form.
31. Our policy is to gather, process, and retain only that personal information which is necessary for us to conduct our services appropriately with you and to prevent money laundering or terrorist financing. We take your privacy seriously and will only use your personal information to deliver our services. We do not sell your information to third parties.
32. To ensure we carry out your instruction accurately, to help us to continually improve our service and in the interest of security, we will record and may monitor your communications with us, including telephone calls.
33. We provide information to select third parties where this is required in order for us to carry out our service to you (for example, with product providers or identity verification services), or where we are legally required to do so (such as with the Financial Ombudsman Service (FOS), FCA, or HMRC where they are undertaking an investigation). We keep records for at least three years.
34. We confirm that the information was correct at the time it was obtained from you. We confirm that we cannot be held responsible for the information held on your file becoming inaccurate due to your change of circumstances if you fail to inform us of those changes.
35. You can ask to view your data or for it to be deleted. Please note that we store data in line with FCA, Money Laundering Steering Group, FOS and HMRC guidelines, so that we can respond to their queries and protect ourselves against any complaints. Once you are no longer a client we will rely on you to let us know when policies have ended, so that we may delete the information in line with the General Data Protection Regulations.
36. Our Privacy Notice is available upon request.

Complaints and Compensation

37. If you should have any complaint about the advice you receive or a product you bought please write to the Compliance Officer at the above address. Your complaint will be investigated in accordance with the firm's complaints handling procedure, a copy of which will be supplied to you. If you are not happy with the way we have carried out our investigation or the result you will be entitled to complain directly to the Financial Ombudsman Service. Full details of the FOS can be found on its website at www.financial-ombudsman.org.uk.
38. If you make a valid claim against this firm in respect of investments or other contracts we arranged for you to buy or sell and we are unable to meet our liabilities in full, you may be entitled to redress from the Financial Services Compensation Scheme Ltd. Details of the cover provided by this scheme are given in our Key Facts about our Costs and Services Document. Further information is available from the FCA or the Compensation Scheme.

August 2018