

Client Agreement – including our terms of business and regulatory information

This agreement is issued on behalf of Aspen Wealth Management of 18 Cross Street, Ryde, Isle of Wight, PO33 2AD who can be contacted at Email: info@aspENwm.co.uk and Tel: 01983810230.

This document sets out the basis on which Aspen Wealth Management will conduct business with you and on your behalf. It is an important document and Aspen would ask you to read it carefully and make sure you read and understand these Terms and Conditions. If you are unsure of any of its terms please ask.

The terms of this Client Agreement come into force immediately on issue and remain in force until further notice.

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1. **Treating Customers Fairly**

Treating customers fairly (TCF) remains central to our expectations of our firm's conduct. That puts the well-being of customers at the heart of how we run our businesses.

You can expect in all our dealings with you that we will:

- Treat you as we would expect to be treated.
- Never take advantage of you.
- Be open and honest.
- Quickly put right any mistake that we make.

2. **Authorisation Statement**

Aspen Wealth Management 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. You can check this on the FCA's Register by visiting the FCA's website

<http://www.fca.org.uk/register/> FCA No. 678778 or by contacting the FCA :

UK: 0800 111 6768 (Freephone)

From abroad: +44 20 7066 1000

Email: consumer.queries@fca.org.uk

3. **Permitted Business**

Our permitted business is financial advice & planning, the arrangement of savings and investment products, pensions and non-investment insurance contracts. We are independent and act on your behalf in offering you planning and advice services in a whole of the market capacity not tied to any product provider

4. **Client Categorisation**

Each client with whom the firm does business is categorised to identify the level of regulatory protection. We propose to classify you as a "Retail



Client”, for Investment purposes and as a “Consumer” for Insurance business.

5. Communications

We will communicate with you in English both verbally and written for the sending and reception of orders. To avoid any doubt instructions should be issued in writing.

6. Investment services

With regards to investments which we have arranged for you, unless a servicing agreement is maintained, these will not be kept under review but we will advise you upon your request. However, we may contact you in the future by means of an unsolicited promotion should we wish to contact you to discuss the relative merits of an investment or service which we feel may be of interest to you.

One issue of this letter is any subsequent advice or recommendation offered to you will be based upon your stated investment objectives, acceptable level of risk and any restrictions you wish to instruct. We will issue you a suitability report to confirm our recommendation.

Aspen Wealth Management does not handle clients’ money. We never handle cash or accept a cheque made out to us, unless the cheque is in settlement of charges or disbursements for which we have sent you an invoice.

We will also make arrangements for all your investments to be registered in your name unless you first instruct us otherwise in writing. We will forward you all documents showing ownership of your investments as soon as practicable after we receive them, where a number of documents are due involving a series of transactions, we normally hold each document until the series is complete, then forward them to you.

7. Services to be provided

Following the issue of this letter, any subsequent advice or recommendation offered to you will be based on your stated objectives, acceptable level of risk and any instructions you wish to make regarding the type of arrangements or contracts you are willing to consider. Details of your stated objectives will be included in the suitability report we issue to you confirming the reasons for our recommendations.

8. Restrictions

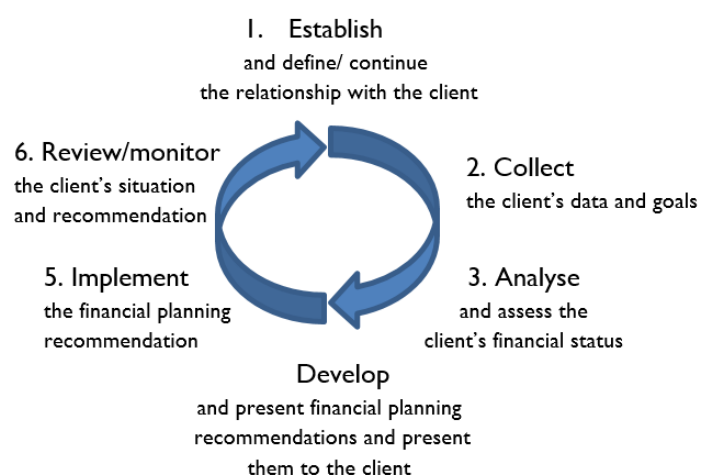
Unless advised to the contrary, we will assume that you wish to place no restrictions on the types of investment or insurances we may recommend and in which you may subsequently invest. We will assume that you wish to place no restrictions on the markets in which transactions are to be executed.

9. Advice and Instructions

Any advice given to you by us shall be in writing. 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. We may, at our discretion, refuse to accept instructions, although such discretion shall not be exercised unreasonably. We will record all transactions on our files which, along with copies of relevant documentation, will be retained by us for a period of not less than six years. You have a right to inspect copies of contract notes, vouchers and entries in our books or computerised records relating to your transactions. We reserve the right to withhold copies of these records if information on other parties would be disclosed.

10. The Six Stages of Financial Planning

Most financial planning is a continual process rather than an event.



11. Fees

We will not charge you for work prior to issuing you with a specific fee agreement. There are three areas to consider once we have agreed to them. The following describes a typical charging approach.

Engagement A contribution towards our initial costs and administration. This covers the gathering, preparation and analysis of information required before the type of advice can be proposed.	£250
Report The fee for this will and the next stage will be agreed in advance. This covers the Suitability Report that includes the advice and recommendations appropriate to your circumstances.	The cost will be agreed in advance
Implementation The necessary work to put in place the advice and make it work. This will include making application and any other supporting information. This reflects the value of the investment concerned and may or may not include continuous servicing as an additional annual charge.	0% min 1% max
Defined Benefit Transfers A higher total charge may apply to cover additional insurance and capital adequacy levies.	3% (min £2,500)
Example £250,000 Pension Drawdown with retirement planning. Costs applied: Engagement £250 + Report £750 + Implementation £2,500 based on 1% of £250,000 = £3,500 or 1.4% of the investments If this is deducted from the investment, the additional growth needed to pay for it would depend on the time of investment. The additional annual growth required over 5 years is 0.28%. Over 10 years it is 0.14%.	

If you require ongoing advice, you will select one of the following servicing programmes. Assets that are to be advised on by Aspen Wealth Management are generally held by a suitable Custodian. Aspen maintains relationships with a number of Custodians and the most appropriate will be recommended to you.

Aspen Wealth Management Programme

- The Aspen Wealth Management programme gives you an ongoing relationship with your adviser.
- We charge 1% p.a. (discounts apply from £1 million) continued intermediation to maintain a portfolio selected from the whole investment universe via a suitable custodian. We provide and update Lifetime Cash Flow plans and a personal service to help achieve your goals as well as assistance in other areas such as tax planning and annual returns.
- We use sophisticated portfolio modelling techniques based on some of the best academic research available today, as well as accessing institutional funds not normally available to the retail investor.
- It is designed to deliver a return on the desired risk and in which we seek to reduce overall investment risks and total cost of investment when comparing other managed funds available to retail investors.
- In addition to agreed individual statements, online valuations are available at any time.
- We will arrange for any agreed rebalancing and regular assessments of your portfolio. We may advise on trades that need to take place on an advisory basis or, if separately agreed, appoint a discretionary manager for this purpose. This may be automated or subject to your agreement. In addition, we will assess your portfolio every quarter and may advise that trades take place in that quarter if the percentage of individual investments are outside of an acceptable tolerance.
- We may advise you on the switching between funds, when necessary alongside regular reports. Changing funds is always subject to your approval and we do not charge any fee for this.



- You will receive a minimum of one annual review. Formal meetings with an adviser will take place at least once a year for portfolio value in excess of £50,000. Smaller portfolio may require a meeting every 24 or 36 months. At our discretion, we reserve the right to charge for additional meeting time.

Table of Management and Servicing Fees		
Servicing Programme:	Aspen Wealth Management Programme	Examples
To £1,000,000	1.00%	A portfolio of £50,000 will have £500 annual adviser fees
Next £2m	0.75%	
Next £2m	0.50%	
Next £5m	0.25%	An investment of £250,000 will have £2,500 annual adviser fees.
Over £10m	0.20%	

For example, an investment in the AWM programme of £10,000 would attract a fee of £100 per year. An investment of £100,000 would cost £1,000 per year.

Fees apply to the total of all amounts deposited into investments by an individual or within a single household. Unless specified differently, our fees are deducted on a monthly basis as 1/12 of the specified annual fee.

Alternative Advisory

We can offer this alternative advisory service to suit clients who require and specify a style of investment outside of the programme's investment policies.

Self-Select

For sophisticated investors wanting no advice and to select funds themselves we offer a reduced cost service (on a case by case basis) consisting of telephone and administrative support with annual and, wherever possible, online valuations available at any time.

11.1 Paying by Commission (Regular premium insurance contracts only)

If you buy an insurance product, we will normally receive commission on the sale from the product provider. Although you pay nothing 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. Where this applies we will disclose the relevant commission.

11.2 Paying hourly

Occasionally we will undertake work that does not require a specific product or service. In these instances, we will agree to our fee based on a fixed amount or the following hourly rates:

Consultant	£ 159.00
Administration	£ 31.60

11.3 VAT (Value Added Tax)

Under current legislation, fees for intermediation (whether or not implemented) is not subject to VAT. Other areas of advice may attract VAT and you would be advised in advance.

12. Material Interest

We will act honestly, fairly and professionally. There is also a regulatory framework we work, known as conducting business in 'Client's best interest'. 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 client's 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.

In accordance with the rules of our regulator, 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.

13. Right to Cancel

We will inform you of your statutory right to cancel. The Distance Marketing Directive normally grants you 30 days in which you may cancel a life or pension contract. However, there will be occasions where no statutory rights are granted, however this will be explained before any contract is concluded.

In general terms, you will have a 30-day cancellation period for a pure protection policy and a 14 day cancellation period for a general insurance policy.

14. Complaints

If you wish to register a complaint, please contact the firm via the address, email or contact number given on the front of this document. If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service.

15. Compensation Scheme

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. The following limits apply for each company used.

- **Deposits:** 100% of the first £85,000 per person (for claims against firms declared after 1 January 2017).
- **Investments:** 100% of the first £85,000 per person per firm (for claims against firms declared in default from 1 April 2019).
- **Home Finance (e.g. mortgage advice and arranging):** 100% of the £85,000 per person per firm (for claims against firms declared in default from 1 April 2019).
- **Insurance Business:** unlimited.
100% of the claim with no upper limit. Compulsory insurance is protected in full.
- **General insurance advice and arranging:** unlimited (for business conducted on or after 14 January 2005). 90% of the claim with no upper limit. Compulsory insurance is protected in full.

16. 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.

17. 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.

18. Force Majeure

Aspen Wealth Management 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.

19. Termination/Revision

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.

Occasionally, we may revise this Client Agreement and issue new terms in the way we operate. If there are any changes in cost, they would not take place without your prior approval

Issued by _____ **Date** _____

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 further assistance.

Our policy is to maintain full client confidentiality. Other than where we are required to (such as may be the case with regulatory bodies) we will not share your data with any other party without seeking permission first. From time to time we may contact you with products or services that we think may be of use to you. Please tick this box if you do not wish for us to contact you for these purposes by e-mail, telephone, post or SMS.

20. Client Declaration

Investment Clients only, please specify one of the following categories A, B or C

A <input type="checkbox"/> Cash only investor
<ul style="list-style-type: none"> I/we prefer to invest all only in cash accounts or equivalent. I am/we are prepared to accept potentially lower returns in return for short term safety. I/we accept that this is not risk free: interest rates are unlikely to keep up with inflation and the purchasing power the money is likely to fall.
B <input type="checkbox"/> Investor wishing to diversify
<ul style="list-style-type: none"> I/we would to be advised on a range of different investments that are suitable to your own situation and objectives

<ul style="list-style-type: none"> I am/we are willing to include some investments that may go down as well as up in order to seek a real return over time. [You can specify any type of approach from very cautious to adventurous and you will receive guidance on this].
C <input type="checkbox"/> Execution Only
I am/we are confident enough to specify the terms of any contracts and require no advice.
Other Requirements (e.g. Ethical investments)
Signatures
Print Name (s)
Date