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**It is important you read this document carefully. This agreement commences with effect from the date of being signed by you and will apply to all business transacted from that date until otherwise agreed.**

### 1. Who we are

Mattioli Woods plc ('Mattioli Woods') is authorised and regulated by the Financial Conduct Authority (FCA) under registration number 220743. Mattioli Woods is registered in England with its registered office at 1 New Walk Place, Leicester, LE1 6RU.

### 2. What we do

Mattioli Woods is regulated by the FCA to provide integrated financial planning and investment services. This means that we provide financial advice and personal recommendations to our clients. As well as being a distributor of third-party financial products, we are also defined as a manufacturer because we offer our own FCA regulated financial services and investment solutions.

Mattioli Woods is committed to ensuring the principles of 'treating customers fairly' set by the FCA are applied with integrity throughout all aspects of our business.

### 3. About our service

Our service to you comprises two elements:

- Providing financial advice
- Making personal recommendations and implementing solutions

### 4. Why we issue a client agreement

We issue a client agreement ('agreement') setting out the terms and conditions under which we conduct business before we provide any services to our clients.

Business will be conducted in accordance with the terms of this agreement. This client agreement is valid for Mattioli Woods and its subsidiaries (the Mattioli Woods Group) using the trading name Mattioli Woods. If you receive this in connection with any other entity, please inform us immediately.

### 5. The client agreement

This agreement is between:

- Mattioli Woods ('we' or 'us') and
- You

Please note the singular shall be construed as incorporating the plural and vice versa where appropriate, but not so as to alter the meaning of any individual term or condition and only in line with the intended sense of the agreement.

This agreement will run until either:

- You tell us you no longer require our services (termination)
- We terminate the agreement by informing you we will no longer act on your behalf
- It is replaced by an updated version

Please note we generally only issue a new agreement to you if there is a material change in how we do business with you, and then only at the first meeting with you after such a change. However, we may issue a new fee agreement for certain transactions we conduct on your behalf under the overall terms of this agreement, where the fee arrangements may be transaction specific.

This agreement contains important information about our business, including the range of services we provide and how we are remunerated for those services. It also details your rights as a consumer, including the Financial Ombudsman Scheme (FOS) and the Financial Services Compensation Scheme (FSCS) arrangements.

FOS website – [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

Financial Services Compensation Scheme website – [www.fscs.org.uk](http://www.fscs.org.uk).

### 6. Our aims

We aim to ensure in our dealings with you that we will:

- Conduct our business with integrity and treat you fairly at all times
- Conduct our business with due skill, care and diligence
- Pay due regard to the information you supply to us
- Communicate with you in a manner that is clear, fair and not misleading

### 7. Where we are based

We have offices throughout the UK.

### 8. How we are regulated

All financial services businesses conducting regulated business have to be authorised and regulated in the UK. The FCA is the regulator of firms providing investment services in the UK.

The FCA can be contacted at 12 Endeavour Square, Stratford, London, E20 1JN or via telephone on 0800 111 6768. Its website is [www.fca.org.uk](http://www.fca.org.uk)

Mattioli Woods has the necessary regulatory permissions to carry out the following regulated activities:

- Arranging (bringing about) deals in investments
- Making arrangements with a view to transactions in investments
- Dealing in investments as agent
- Dealing in investments as principal
- Managing investments

- Arranging safeguarding and administration of assets
- Advising on investments (except on pension transfers and pension opt-outs)\*
- Advising on pension opt-outs\*
- Establishing/operating/winding up a personal pension scheme
- Advising on regulated mortgage contracts
- Arranging (bringing about) regulated mortgage contracts
- Making arrangements with a view to regulated mortgage contracts
- Advising on P2P agreements
- Credit broking
- Entering into regulated consumer hire agreements as owner
- Exercising or having the right to exercise the owner's rights and duties under a regulated consumer hire agreement

\*Mattioli Woods is authorised and regulated to provide advice on pension transfers from Defined Contribution (DC) schemes only.

You can check this on the FCA's register by visiting their website at [www.fca.org.uk](http://www.fca.org.uk) and then clicking on 'Financial Services Register'. Mattioli Woods is registered under firm reference number 220743.

Not all of the activities we undertake are regulated by the FCA and therefore they may not be included in the FSCS or referred to the FOS.

### 9. Providing our services

#### Financial advice

In our capacity as your appointed financial advisers, we will always endeavour to provide you with unbiased and impartial financial advice tailored to your individual circumstances, needs and objectives. Sometimes our advice may result in suggesting that you take no action in respect of your personal circumstances or existing holdings, and sometimes our advice may result in making a personal recommendation to you, which we may subsequently implement on your behalf, following your agreement.

Before providing advice, we will assess your needs, consider your financial objectives and assess your attitude to investment risks that may be involved. If you do not want to discuss a particular area of financial planning and that area should not form part of the advice given, we can exclude it, if you instruct us to do so. This might of course have a bearing on the advice that might have been given.

#### Pension scheme trusteeship and administration

Due to our financial advisers and client relationship managers being specialists in pension scheme trusteeship and administration, we also offer Self-Invested Personal Pension (SIPP) and Small Self-Administered Scheme (SSAS) services.

For you to receive these services we will require you to agree to a separate agreement that outlines our terms and conditions for those services.

### 10. Making personal recommendations and implementing solutions

To meet your financial needs and objectives, we may make a personal recommendation. Before making any recommendations, we will carry out a suitability assessment so that we are able to act in your best interests and ensure suitability to your circumstances.

We will confirm any recommendations we make in writing, along with details of any special risks that may be associated with the products or investment strategies we have recommended.

### 11. Scope of advice – whose products we offer

In terms of the advice we offer, the FCA requires firms to either be 'independent', or 'restricted', or both. Mattioli Woods is an integrated business, which means that we are able to act as provider, manufacturer and distributor for many of our services. If it is clear that our services are suitable for you, we would not look for alternatives in the wider market. For the above reasons, Mattioli Woods is classed as a restricted business. While our investment solutions are designed to meet our clients' needs, if a Mattioli Woods product or service is not suitable or is unavailable (for example protection policies), we will look to the wider market to source an appropriate product or service.

### 12. How we conduct business

Before you enter into any agreement with us, and before we act on your behalf and/or provide advice or services to you, we will explain our service proposition and discuss with you how we charge for our services and products.

For investment business we are remunerated by fees. We will charge a fee for any initial service, as defined below, and, where appropriate, agree an ongoing service that will have its own fee for reviewing and servicing your business thereafter.

The amount and method of payment may be contained in a separate fee agreement that forms part of your overall agreement with us.

### 13. The cost of our services and paying for them

We normally offer an introductory discussion (at our expense) where we will:

- Provide you with this document, which includes key facts about our services and costs
- Describe our services more fully, outlining the potential cost for advising you
- Explain the payment options

While the exact cost will depend on the precise nature of the services provided, we will always provide an indication of the potential cost *prior* to commencing work.

We may charge a fee for our services whether or not you invest in a recommended product. We will always discuss the basis of the fee, how much it is likely to be and how you wish to pay *before* we start this work and you begin to incur any expense.

When we provide financial advice to you, as described under section 9, this will usually involve two parts:

*Part A*

An initial advice service where we deal with you for the first time and advise across all areas of your needs (or just those specified by you).

*Part B*

An ongoing advice service where we provide you with a review, update and, if necessary, further advice and recommendations at regular intervals, usually commencing in the year following the initial advice.

**14. How we provide our initial advice service to you**

The initial advice service consists of the following stages:

- Gathering information about you
- Providing you with reports, financial health checks or forecasts (as appropriate)
- Recommending specific investment services and products to you from those we provide (please see section 11)
- Arranging the establishment of these appropriate services and products on your behalf, as agreed with you.

**15. How we provide our ongoing advice service**

Once any initial service has been completed as defined in section 14, the performance of any further work would fall under either an ongoing service, which is agreed with you at the time of providing the initial advice, or where you do not agree to an ongoing service, it would be on an ad hoc basis and subject to one-off fees (see section 17).

Where we have carried out intermediation (making a recommendation that is implemented by a third party), and where you agree to it, we would also expect to provide an ongoing service where we review your situation and 'demands and needs' and the ongoing suitability of the services and products recommended to ensure these continue to meet your needs and recommend amendments or changes where appropriate.

Where we agree to provide you with a service that includes an ongoing review of the suitability of the investments we have recommended, we will carry out this review at least annually. To do this we will need to contact you to assess whether the information we hold about you remains accurate and up to date. If you do not wish to meet with us annually, then we may

have to base our assessment on the information we hold on file. We will issue you with a report setting out the results of our assessment and, if relevant, any updated recommendations.

Where we provide our Discretionary Portfolio Management (DPM) service, a separate agreement will be issued outlining our responsibilities and those of any third party, together with how frequently your portfolio will be reviewed.

**16. One-off services**

Not all work you request us to carry out for you would necessarily fall under the initial or ongoing service. We are happy to accept instructions from you, for example to review other investments or policies you have, or to provide advice relating to your financial planning, which would not lead to intermediation. We would consider these on an ad hoc basis and charge for the work either by fixed fee or time-costed. If time-costed, we would look to provide you with an estimate of the total cost *prior* to commencing the work and agree, if appropriate, a maximum we would not exceed without first reverting to you.

**17. How we charge**

All investment advice is paid for by fees. We can charge you for our advice in one of three ways.

<b>Fixed fee</b>	We agree a fixed fee with you for carrying out the work, which would be confirmed prior to engaging with you.
<b>Percentage of monies invested</b>	We can charge a fee on the basis of monies invested and/or the value of the investments we are advising on (or managing if discretionary). For the ongoing element this can vary in line with the value of the amount invested. In both cases this would be confirmed prior to engaging with you.
<b>Time-costed</b>	This is based on time recording and the fee is based on the time taken to carry out the work and the fee rate(s) for the person/people carrying out the work. If you opt for this approach, we will indicate the likely time to be taken by each of the people who would be involved and provide you with an estimate of the total that might be payable.

You can request the initial service, for example, to be on a fixed-fee basis, while the ongoing service might be on a percentage of the monies invested.

The specific details of the services we are providing and the relevant fee(s) will be set out in the suitability report provided to you prior to engaging with you, together with your preferred method of settlement.

However, we also include in this agreement examples of typical fees that are indicative only. The actual fee will always reflect the exact nature of the services, which will vary from client to client. These will always be confirmed to you prior to engaging with you.

**18. How you can pay**

You can pay our fees either by direct payment (invoice) or, if available, via the product. Where the product is supplied by Mattioli Woods, we will still issue an invoice but collect the amount from the product in line with what has been agreed. If the provider is a third party, where that provider can facilitate payment through its product, the consultancy fee can be paid by that provider to us; otherwise the consultancy fee will need to be settled directly with us.

Fees based on either time-costing or an agreed fixed fee are, by their nature, specific to a particular transaction or client situation.

The initial discussions you would have with us prior to agreeing to work on your behalf are at our expense.

Where you opt to pay our fees via direct payment, our terms are the invoice is settled within 30 days from the date of invoice. If the invoice is not settled within 90 days of issuing the invoice, we reserve the right to charge interest at the bank base rate +8% on balances that are more than 90 days old.

**19. Percentage of monies invested (fund-based)**

The following table sets out how we charge on the basis of a percentage of the amount invested.

Service	Fees
<b>Providing financial advice:</b> <i>Initial gathering of personal and financial details, agreement of your needs and objectives, analysis of information, research and production of report, discussion and agreement of recommendations and implementing the advice</i>	<p>Typically, we charge up to 4% of the amount invested, subject to a minimum of £500 depending on whether you elect for the initial service only or require ongoing services. In addition, we take the ongoing fees into account when determining the initial fee.</p> <p>By way of an example, for an investment of £50,000, this would translate to a fee of between £500 and £2,000; or for an investment of £250,000 a fee of between £2,500 and £10,000.</p>

Where we make a resulting recommendation based upon the advice provided and you decide not to use us for implementation, we reserve the right to charge a minimum fee of £500 if you do not proceed with the recommendations.

Where there is no intermediation, the above fees would be subject to VAT and the amounts illustrated above would increase to between £600 and £2,400, and £3,000 and £12,000 respectively.

**Providing financial advice:**  
*Reviews of your financial planning to include revisiting your personal and financial details, agreement of your needs and objectives, and production of the review*

We charge up to 1% of the value of the funds invested through us at the start of each charging year, as agreed at outset.

The charging year begins on commencement of this agreement and can be defined as the 12-month period immediately following that date and every subsequent anniversary of that date until otherwise agreed.

For an investment valued at £50,000 this would translate to a fee of £500; or for an investment of £250,000 a fee of £2,500.

A minimum fee of £425 per annum will be charged unless otherwise advised by your consultant.

For funds under discretionary management we would refer you to the relevant discretionary agreement, which would be agreed and put in place prior to commencing the management of the funds.

As the value of the investment may vary in line with fluctuations in markets, the actual fees payable may also vary.

Where a minimum fee, outside of the £425 minimum applies, this will have been agreed with you.

Where we are reviewing a service or a product subject to VAT, for example DPM or a SIPP, then our

	fees would be subject to VAT and the amounts illustrated above would increase to £600 and £3,000 respectively.
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Prior to engaging with you we will provide you with a breakdown of the actual aggregated costs and charges relating to the advice and ongoing services.

**20. Other charges (including hourly rates)**

Hourly charge-out rates usually apply where there is a specific service you ask us to undertake as opposed to initial or ongoing investment advice. The rates currently range from £63 to £377 per hour, depending on the complexity and nature of the task and experience of the person completing the work. Where a specific task requires a more specialist approach, increased hourly rates may be applied, but any such costs will be agreed with you prior to us undertaking the work. Any fee for a review of existing arrangements will normally be subject to VAT. Charge-out rates are subject to review and change.

	<b>Hourly rates £</b>
Director	377
Consultant	321 to 352
Senior client relationship manager	213 to 267
Client relationship manager	134 to 168
Support	63 to 168

**21. Effect of commission on fees**

For pure protection plans, we can be remunerated via commission, while for investment business we charge fees. Where we are providing investment advice for which a fee is payable, but we also arrange a protection plan for which we could receive commission, we will disclose that commission to you and agree with you the total remuneration payable in such a case.

The options available are set out at section 45 'Treatment of commission from pure protection plans'.

**22. Other benefits we may receive**

Under the rules of our regulator, the FCA, we cannot accept payment or a benefit from other firms (e.g. product providers) unless it is designed to enhance the quality of service we provide. This can be defined as an acceptable minor non-monetary benefit that doesn't conflict with our duty to act in our clients' best interests.

From time to time we may attend training events funded and/or delivered by product providers, fund managers and

investment platforms. These events are designed to enhance our knowledge and enhance the quality of service we provide to our clients. As such this does not affect our obligation to act in your best interests. Please ask us if you want further details.

Occasionally we may receive acceptable minor non-monetary benefits from third parties. We will only accept these benefits where this allows us to enhance our service to you and where the benefit is reasonable and proportionate.

**23. Other costs**

There may be other, external charges that arise, including but not necessarily limited to:

- Product provider charges
- Fund manager charges
- Platform fees
- DPM fees

External charges are disclosed individually via illustrations and are typically expressed as an Ongoing Charges Figure (OCF). Such charges are not under our control but will be disclosed to you when a recommendation is made, being the earliest point at which they can be defined.

As an indication, the above charges may typically range between:

- 0.1% to 1% as a product/wrapper provider annual management charge (AMC) reflecting the amount invested
- 0.3% to 1% (or more) as a fund manager's AMC
- 0.1% to 0.5% as a platform fee if expressed as a percentage of the amount on the platform, but it might also be as a fixed fee with the fund manager AMC being disclosed separately

Discretionary fees will be set out in the discretionary management agreement that will be supplied to you where relevant and prior to entering into any discretionary arrangement.

These charges may be subject to VAT.

**24. When do our fees become due?**

**24.1 Initial service**

Our initial fee becomes payable on completion of the initial service. The initial fee can be invoiced or taken from the product where permitted.

Please note, once you have instructed us to act on your behalf and then decide to end the agreement prior to our completing the work agreed, we reserve the right to charge a fee for the work completed up to that point on a time-costed basis, subject to a minimum fee of £500.

**24.2 Ongoing service**

Our fee becomes payable at the agreed intervals once the ongoing service commences and may be invoiced or taken from the product where permitted. The ongoing fee can be paid monthly, quarterly, half-yearly or yearly in arrears on the anniversary of the plan inception.

For example, if paid monthly, the charge on a fund worth £100,000 during the relevant charging year, assuming (i) the fund value did not fluctuate, and (ii) an annual fee of 1% of the value of the fund, then at the end of each month you would pay one-twelfth of the total equivalent annual fee for that year of £1,000, which is £83.33 per month. As the value of the investment is likely to vary in line with fluctuations in markets, the actual monthly fee payable would also vary. If you paid annually, then for the same example the total annual fee due at the end of the year would be £1,000.

If the fee relates to a taxable product or service, for example advising on a SIPP or DPM, then VAT would be payable on our fees and the total amounts payable including VAT would be £100 per month or £1,200 at the end of that year respectively.

**25. What happens about fees if I cancel the investment during the cooling-off period?**

Where we have agreed ‘provider facilitated remuneration’ such that the initial service fee is paid to us by the product provider from the amount invested in the plan, and you then cancel the plan within the relevant statutory notice or ‘cooling-off’ period, the initial service fee remains payable. The provider can make a gross return to you, that is they refund the total investment without deducting the agreed fee. However, this would still be owing, and you would remain personally liable for the initial advice service fee. Alternatively, the provider can make a net return to you, that is they repay the net amount invested allowing for our fee: our fee would not be refundable.

**26. An overview of the payment of VAT**

VAT is chargeable under HMRC rules on the products and services we provide unless our service is deemed to be intermediation for a product that is exempt from VAT. Intermediation is defined as the arrangement of an exempt product, investment or a policy for you with a third party where we provide the initial service set out at section 13 (heading A) above, which consists of:

- 1 Gathering information about you
- 2 Carrying out research to find suitable investment options
- 3 Providing (you) the client with reports, financial health checks or forecasts
- 4 Recommending specific investment products to you, including the prices at which these can be arranged

- 5 Acting between the product provider(s) and you, with a view to arranging the sale of the retail investment product(s) agreed with you

Where stages 1 to 5 have taken place, i.e. the initial service has been provided, our services comprise intermediation and are exempt from VAT.

In certain circumstances an ongoing review service may also be exempt from VAT, such as where you agree to a periodic review/ongoing review service to ensure the products continue to meet your requirements. This is covered by the sixth stage of intermediation, as defined below, and would most likely cover our ongoing review service set out at section 15:

- 6 Monitoring your ongoing position to ensure the product(s) continues to meet your requirements

**Exclusions**

VAT exempt intermediation will not have been deemed to take place where:

- The initial service does not involve all five stages above; this might include a situation where we provide advice only (without execution)
- We have not acted between a third-party product provider and you to arrange the sale of a retail investment product, but have arranged, for example, a Mattioli Woods SIPP or SSAS
- The underlying investment product or service being introduced to you is not VAT exempt; this includes discretionary investment management

In the above scenarios, any charges made by us may be subject to VAT.

**27. The position relating to investment management**

This can fall into two categories: advised execution and discretionary management.

**27.1 Advised execution (covered by this agreement)**

Where we discuss your planning requirements and act between you and the product provider to implement this advice, i.e. we select the funds on your behalf and act between you and the fund managers to purchase those funds as part of an advised portfolio, this will in most cases not be subject to VAT. This is on the basis all stages 1 to 4 in the initial service at section 14 have been performed.

Ongoing reviews of the funds would typically be on an annual basis, unless otherwise agreed. These reviews may result (with your agreement) in changes being made to your investments to ensure they still meet your requirements. This would constitute an ongoing review service (see section 15) where we review your position on a periodic basis to ensure the products continue to meet your requirements, and would in most cases



be VAT exempt, as set out above. At no stage are we monitoring or managing the funds on your behalf.

### 27.2 Discretionary management

In certain circumstances, we may act between you and the product provider to arrange a number of investments. Thereafter, we might recommend your investment portfolio be managed on a discretionary basis by an investment manager.

If you enter into a discretionary management service with Mattioli Woods, or any other party, this will be subject to a separate agreement.

In this scenario, two distinct services are being provided. The initial product arrangement would be intermediation and so in most cases would constitute a VAT exempt service.

The introduction and ongoing provision of Discretionary Investment Services/the Mattioli Woods DPM (MWDPM) service is subject to VAT.

The above is based on our interpretation of HMRC rules. We reserve the right to apply VAT on fees where the HMRC treatment of those fees changes or HMRC deems that VAT should have been charged.

We may, where appropriate, recommend holding some or all of your investments in Discretionary Portfolios either through the MWDPM or through an external Discretionary Fund Manager (DFM), who is a professional investment manager appointed to monitor your portfolio and make investment decisions on your behalf. In such cases we will explain the respective responsibilities of ourselves and the DFM in relation to your investments.

In some circumstances we may need to act as your 'agent' in relation to the part of your portfolio held with a DFM. This means that you will not have a direct contractual relationship with the DFM and the DFM will instead treat our firm as its client. Before setting up this type of arrangement we will explain the implications to you.

## REGULATORY AND LEGAL ASPECTS

### 28. Best execution

'Best execution' means taking all sufficient steps to obtain the best possible result for our clients when arranging investments and transmitting orders for execution, taking into account the 'execution factors'. While this is a requirement of our regulator, the FCA, it is of course in the best interests of both our clients and us that we do this. For orders in collective investment schemes, e.g. unit trusts, the price of units or shares in the scheme is normally set by the scheme operator or manager, and accordingly we have no influence over the price available.

We are required to maintain a documented policy setting out how we achieve best execution for clients. Our Order Execution

Policy is available on our website, via the link below (available in other formats on request). By signing this agreement, you are consenting to our Order Execution Policy. Additionally, on at least an annual basis, we are required to summarise and publish details of trading volumes and the quality of execution achieved. This publication can also be found on our website [www.mattioliwoods.com/regulatory](http://www.mattioliwoods.com/regulatory)

### 29. Recording telephone conversations and electronic communications

We are required to take all reasonable steps to record telephone conversations and electronic communications relating to activities regarding the execution of transactions in financial instruments. Therefore, we must make you aware that we are required to record all relevant communications between Mattioli Woods and our clients and retain these communications for as long as they remain relevant to the purposes for which they were initially gathered. If a call is required to be recorded, this will be communicated to you at the start of the call and stored in line with our data protection and retention policy.

### 30. Client categorisation

It is a requirement of the FCA that investment business clients be categorised into one of three categories: retail, professional or eligible counterparty. We have categorised you as a 'retail client' for investment business. However, you have the right to request a different categorisation if you wish.

Other categories such as 'Professional client' and 'Eligible counterparty' receive a lower level of consumer protection and should these categories apply, we will confirm limitations in writing before acting for you.

For business/commercial clients (also known as 'Micro Enterprises') and Charities or Trusts, your level of regulatory protection may vary from that of a private individual. In general terms, we understand that the Financial Ombudsman Service may only consider cases from small businesses with a turnover of less than €2 million and fewer than ten employees.

### 31. Client identity

We are required to verify your identity in accordance with the UK money laundering regulations, and no investment or other transaction of any type will be made until such verification has been obtained. We may conduct such checks during our relationship with you, not just at the beginning.

We may undertake searches with a credit reference agency for the purposes of verifying your identity. To do so the agency may check the details you supply against any database (public or otherwise) to which they have access. They may also use your details in the future to assist other companies for verification purposes. A record of the search will be retained.

We will use credit reference agencies such as Experian, Equifax or similar; however, we reserve the right to change the agency from time to time.

### 32. Client money

We do not handle clients' money. This means all cheques must be made payable to the issuer of the investment unless it is for the settlement of our fees. In addition, we will not accept cash for the purpose of investment or for the settlement of our fees. All investments will be registered in your name or where relevant in your capacity as a trustee.

Policies, certificates or other documents showing ownership of your investments will normally be sent directly to you by the product providers concerned, but if sent to us, or issued by us, they will be forwarded to you as soon as is practical in the circumstances.

We do not otherwise offer clients a safe custody service and accept no liability for the default of any third party to whom you instruct us to forward documents.

### 33. Complaints

If you have any dissatisfaction about the advice or service you receive or a product you have taken out through us, please contact us at your convenience on 0116 240 8700, [clientcare@mattioliwoods.com](mailto:clientcare@mattioliwoods.com) or write to a Client Experience Partner at 1 New Walk Place, Leicester, LE1 6RU. A copy of our complaints handling procedure is available on request and we promise to deal with your complaint in a fair and objective manner. If we cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service.

It also details your rights as a consumer, including the Financial Ombudsman Scheme (FOS). The FOS website is [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

### 34. Conflicts of interest

Under the FCA's Principles for Business we are required to pay due regard to the interests of each client and to manage any conflicts of interest fairly, both between our firm and our clients and between a client and another client. The specific rules for dealing with conflicts of interest can be found under the Senior Management Systems and Controls (SYSC) rules.

We will take all appropriate steps to identify, prevent and manage conflicts of interest by:

- a) identifying and preventing any potential circumstances that may give rise to conflicts of interest and that pose a risk of damage to clients' interests
- b) establishing and maintaining appropriate mechanisms and systems to manage those conflicts, including a documented conflicts of interest policy

- c) maintaining systems at all times in an effort to prevent actual damage to clients' interests through the identified conflicts

We are committed to ensuring that all conflicts between our firm and our clients, and between clients, are managed fairly with no party disadvantaged.

On at least an annual basis, our senior management team will receive a written report providing details of the kinds of services or activities carried out by our firm in which a conflict of interest entailing a risk of damage to the interest of one or more clients has arisen or that, in the case of an ongoing service or activity, may arise.

If we are unable to sufficiently ensure we can manage a conflict of interest without damaging a client's interests, we must disclose that fact to the client. Any disclosure will include details of the conflict and the steps taken to mitigate the risks.

In addition to complying with the FCA requirements, we recognise that handling conflicts fairly is a fundamental element of good business practice and is required to assist in maintaining and developing our firm's business.

A copy of our full conflicts of interest policy can be issued upon request.

### 35. Data protection and client confidentiality

Mattioli Woods regards itself as a 'Data Controller' within current data protection legislation and regulation. A Data Controller has responsibilities and obligations to you as the client or 'data subject'. Under the provisions of UK Data Protection law, you have a number of rights you can exercise as a client (including a right to obtain a copy of your personal data), which are contained within the Privacy Notice.

In order to exercise any of these rights, please contact the Privacy Team for Mattioli Woods at the following address:

Mattioli Woods plc  
1 New Walk Place  
Leicester  
LE1 6RU

Telephone: 0116 240 8700

Email: [privacy@mattioliwoods.com](mailto:privacy@mattioliwoods.com)

A copy of our privacy notice is at the following location: [www.mattioliwoods.com/privacy-notice](http://www.mattioliwoods.com/privacy-notice) and is available in hard copy on request.

### 36. Financial Services Compensation Scheme (FSCS)

We are covered by the FSCS and, as a retail client, you will be afforded the highest degree of protection under FCA rules. Nevertheless, eligibility for clients such as trustees and companies to complain under the FOS or to be compensated

under the FSCS depends on the particular requirements of those schemes, such as turnover for businesses and net asset value for trusts.

You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

The following types of business are covered:

- 1 Investment – most types of investment business are covered
- 2 Insurance – insurance advising and arranging is covered
- 3 Mortgage products – mortgage advising and arranging deposits

Further information about compensation scheme arrangements and level of coverage is available from the FSCS using its website [www.fscs.org.uk](http://www.fscs.org.uk) or from your Consultant.

### 37. Instructions

We require our clients to give us instructions in writing but will accept signed product or investment application forms in lieu of other written instructions. We will accept oral instructions at our discretion, which should then be confirmed in writing by you to us.

Our authority to act on your behalf may only be terminated in writing, at any time, without penalty, by either party without prejudice to the completion of any transactions initiated prior to receipt of such notice. Commencement of notice will be effective when received and opened by us either electronically or by other written media.

We will communicate with you, and request that you communicate with us, in English. Documents and information from us will be in English.

### 38. Investment risks

Please be aware the value of investments can fall as well as rise and you may not get back the full amount invested. Past performance is not necessarily a guide to future performance. There are various factors that can affect the value of investments, such as fluctuations in financial markets and other economic factors, which are outside our control. Certain investments are illiquid or are not easily realisable and therefore have a restricted market; these are not necessarily suitable for everyone. We will always confirm to you in our suitability reports specific risk warnings relating to the investments we recommend.

### 39. Legal jurisdiction

The provisions of this agreement and the relationship created by it shall be governed by English law and be subject to the exclusive jurisdiction of the courts of England and Wales.

### 40. Legal and accounting advice

We are not qualified to provide legal or accounting advice or to prepare any legal or accounting documents. This means that the onus is on you to refer any point of law or accountancy that may arise during the course of discussions with us to a solicitor or accountant.

Any tax-based calculations completed by Mattioli Woods are for illustrative purposes only, and we recommend you check these with your accountant or tax adviser.

### 41. Existing policies and requests for information from product or service providers

When you instruct us to act as your financial adviser, we will normally recommend you transfer your existing policies and investments to our agency, so we may receive communications direct from the product providers concerned. Where product provider commission is payable on such a product, we shall become entitled to receive it, in which case it would be treated as set out at sections 21 and 22. Alternatively, you may elect simply to provide an 'information mandate' authorising a provider to release information about the product to us.

### 42. Non-investment services

While this agreement governs the terms that apply in regard to regulated investment business, we may also provide advice in respect of other classes of business such as pure protection plans, or business not regulated by the FCA. However, we will always conduct business with you based on the terms and conditions set out in this agreement and will confirm how we are to be remunerated in a fee agreement issued at the time.

### 43. Professional indemnity insurance

We maintain professional indemnity insurance for the protection of our clients in the event of negligence by any employee.

### 44. Referrals

There will be occasions when clients are referred to us from third parties, for example accountants or solicitors. Under such circumstances, we may make a payment to them for that introduction. This has no bearing on our fee to you, but where we do make a payment following such a referral, we will confirm this to you. The responsibility will be with the third party to account to you for such receipts.

Any fees agreed between you and us for the work we carry out on your behalf as a result of such a referral will be based on the standard terms we operate and are not inflated to allow for any potential payments to third parties referring you to us.

### 45. Treatment of commission from pure protection plans

Where relevant, all commission from pure protection plans arranged for you received by us will remain our property, except where it has been agreed to rebate all or part of such commission because we have instead agreed a fee, and where the commission cannot be cancelled with the product provider.

This relates to commission payments received in relation to advising on and arranging life and health insurances that have no investment element included within them.

In such a case the rebate amount agreed with you will normally be paid after the cooling-off period for the policy.

At no point will any such remuneration received by us become or form part of 'client money' and be subject to FCA client money rules.

If, as a result of you ceasing to pay the premium on the aforementioned policy, the policy lapses, so we become liable to claw back part or all of the commission, we reserve the right to claim the amount clawed back by that provider from you, either directly or via the investment(s) under advice.

### 46. Your right to terminate this agreement

Both parties to this agreement have the right to terminate the agreement by providing three months' written notice, which includes by email, and if by you, addressed to any of our offices. The notice period will be deemed to have commenced following receipt thereof. Termination of this agreement will be without prejudice to the completion of any transactions initiated prior to receipt of such written notice, which would be handled and completed as if the agreement remained in force.

If you instruct us to commence work for you but then you change your mind before completion, we reserve the right to charge you based on our time-costed hourly charge-out rates reflecting the time that we have spent along with any associated costs. In this instance, you will be liable for our costs, which will become immediately due as an Adviser Charging Fee, and you will be invoiced for this with 30-day payment terms.

### 47. Cancelling during our provision of initial services

Once we have started work providing the initial service, you become liable for a fee for the work we have carried out. This would be charged on a time-costed basis, at our discretion, and we reserve the right to charge a minimum fee of £500 as per the fee agreement. As stated earlier in the agreement we would not normally have started any chargeable work before we had agreed and confirmed with you via the fee agreement both the services to be provided and the amount to be charged.

### 48. Cancelling an ongoing service

You can cancel the ongoing service you agreed with us at any time, simply by writing to us at any of our offices, or by email to any of our email addresses. The ongoing service year would normally be defined as beginning and ending on the anniversary of the plan(s) covered by the ongoing service, or in line with the anniversary of the agreement, as applicable in the given circumstances.

Where the service is (part) funded by trail commission, that trail will be switched off, though the plan charges may not reduce, and you will not subsequently be able to offset any future fee in this way. Where the ongoing service is paid for via fees, we would expect to receive the appropriate outstanding balance of the fee where you have elected to pay monthly, quarterly or half-yearly. Where it was agreed you pay annually, we reserve the right to take the full annual amount for the year in question if you were to end the agreement more than halfway into the relevant year.

Where our fee is facilitated by the product provider and they were to make further payments post-cancellation to which we were no longer entitled, we would rebate any such payments in line with the above.

**CLIENT AGREEMENT**

This agreement sets out the terms under which we provide our services to you, so it is important that you read it fully. If there is something you do not understand, please ask us to explain it before completing this declaration.

**49. Declaration**

- I/we acknowledge receipt of the Mattioli Woods Client Agreement and its purpose has been explained to me/us.
- I/we have been provided with a copy of this Client Agreement for my/our safekeeping.
- I/we understand that this agreement sets out the general basis on which Mattioli Woods plc will provide the services requested and I/we understand I/we will receive separate agreements to cover any other specific services taken up if/when these become relevant.
- I/we understand and agree to the terms and conditions as stated in the client agreement.
- I/we hereby consent to Mattioli Woods processing and disclosing information regarding my/our investments and contractual agreements, including any personal data and special categories of data (as defined within the provisions of UK Data Protection law) in accordance with the purposes described within the Privacy Notice available at the following location:  
[www.mattioliwoods.com/privacy-notice](http://www.mattioliwoods.com/privacy-notice)
- I/we understand and agree to the terms and conditions as stated in the client agreement.

<b>Signature</b>	_____	<b>Date</b>	_____
<b>Full name</b> (Please print)	_____		
<b>Signature</b> <i>(if applicable)</i>	_____	<b>Date</b>	_____
<b>Full name</b> <i>(if applicable)</i> (Please print)	_____		

**50. Explicit consent**

- I/we understand that personal information I/we may have provided to Mattioli Woods may be deemed sensitive data under the provisions of UK Data Protection law, and Mattioli Woods requires my/our explicit consent to process this data.
- I/we hereby give my/our explicit consent for Mattioli Woods plc to process my/our personal data (including any special category of personal data) within the Key Details section of the Personal Insight Document to provide financial advice.
- I/we understand I/we have the right to withdraw my/our consent for this data to be processed at any time and that Mattioli Woods will retain this information in line with their privacy notice, which is available at [www.mattioliwoods.com/privacy-notice](http://www.mattioliwoods.com/privacy-notice)

<b>Signature</b>	_____	<b>Date</b>	_____
<b>Full name</b> (Please print)	_____		
<b>Signature</b> <i>(if applicable)</i>	_____	<b>Date</b>	_____
<b>Full name</b> <i>(if applicable)</i> (Please print)	_____		

This page to be signed by the client and retained by the consultant.  
Authorised and regulated by the Financial Conduct Authority.

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