



TQ INVEST CLIENT AGREEMENT

This agreement is issued on behalf of TQ Invest, which is a trading style of Capital Professional Ltd, Reading Bridge House, George Street, Reading, RG1 8LS.

1. Who Authorises us to Advise You?

Capital Professional Ltd is authorised and regulated by the Financial Conduct Authority (FCA No. 578614). Further details of the various FCA permissions held by Capital Professional Limited can be found by visiting the FCA website: <http://www.register.fca.org.uk> or by calling 0800 111 6768.

2. Permitted Business

Our permitted business is advising on and arranging Investments, Pensions and Non Investment Insurance.

3. Communicating with You

Our normal way of communicating with you is by telephone, post, e-mail or fax and we will assume your agreement to this unless you advise us to the contrary in writing. You accept that the privacy and security of communication by e-mail / fax cannot be guaranteed as it is subject to inherent security risks such as unauthorised interception or modification. In addition you accept that delivery of e-mail / fax is not guaranteed. Our communications are issued in English. We may ask you to confirm your instructions to us in writing as this helps to avoid misunderstandings.

We may also write to you from time to time with details of products or services which we consider may be of interest to you. If you wish to opt out of this type of communication you must advise us in writing.

Your communication with us

All notices regarding amendments or changes to your personal details and investments must be in writing and be delivered by email to info@tqinvest.co.uk or posted to us at the address below.

We reserve the right not to execute an instruction received by e-mail, fax or to a mobile phone until we have confirmed the authenticity of the instruction. We will not be liable for any loss you might suffer as a result of making any such confirmation and any delay in executing the instruction as a result of making such confirmation.

Telephone calls, Emails and Fax

Telephone calls, emails and any other correspondence to and from us may be recorded and monitored for training purposes, service monitoring or as evidence of instruction in the event of a disagreement. A copy of a recorded call between you and us can be provided to you upon request.

We do not recommend the use of email or fax for confidential or time critical information.

4. Commencement

This agreement shall commence on the date of signature and shall remain in force until terminated in accordance with 'Section 17 – Cancellation' or if we make changes to our service offering and associated fees in the future. We will ensure that you are notified in writing about any changes to these terms.

5. Scope of Service

We offer a service restricted to selected retail investment & protection products selected from the whole market. We provide access to Investment Funds (Unit Trusts; Open Ended Investment Companies and Investment Trusts). We also offer specific tax-advantaged 'wrappers' in which these funds can be held e.g. Individual Savings Accounts (ISAs) and Self Invested Personal Pensions (SIPPs). We do not offer the following products via our Execution Only service: Non Mainstream Pooled Investments (NMPs) which may include Unregulated Collective Investment Schemes (UCIS), Enterprise Investment Schemes (EIS), Venture Capital Trusts (VCT), Structured Products, Exchange Traded Notes or Commodities (ETN & ETCs) or Offshore Investment Bonds.

6. Services to be provided

TQ Invest will act as an investment broker. You will not receive advice or a recommendation from us. We will instead arrange the transactions on your behalf in certain non-complex products on an execution only basis. As part of these services, TQI will arrange for a third party platform to provide both the platform and custodian services, including ensuring safeguarding of your assets.

Transactions taken out on an execution only basis via TQ Invest will be carried out without advice on their merit or suitability. When buying a contract under these terms, you will not benefit from some of the regulatory protection provided when authorised advice is given and you have no right to redress should the contract turn out to be unsuitable.

To help guide our clients we provide web-based tools and issue product information, independent investment research, market commentary and example portfolios. In providing these we are not giving you personalised advice.

When we have arranged any investments or policies for which you have given us instructions we will not give you any further information unless specifically agreed.

7. Responsibilities of the Platform

TQI will arrange for your investments to be registered with one of its supported platforms (your "Platform"). You are responsible for setting up your relationship with your Platform, and for paying any Platform charge that may arise.

Your Platform will be responsible for subscription, purchase, sell, exchange, conversion, safekeeping and dealing, or otherwise effecting transactions in Portfolio assets and to sign any documentation required in connection with such transactions, along with additional reporting requirements and regulatory responsibility for reporting.

TQI will not supply contract notes in respect of contracts undertaken, you will be supplied with details of all contract information within the periodic valuation reports produced by your Platform.

You should refer to your Platform's terms and conditions for further information.

Individual Savings Accounts (ISAs) will be subject to supplementary terms and conditions of the relevant provider.

8. Client Money

TQI will not be holding money or supplying nominee, custody or platform services on your behalf, these services will be supplied by the Platform.

9. Assignment, Delegation and Third Parties

The obligations under this Agreement binds, and the rights will be enforceable by, the parties to this Agreement and their respective successors, permitted assigns and personal representatives.

TQI may appoint any person (whether connected to TQI or otherwise) to advise on, or perform any of our functions or responsibilities under this Agreement. This Agreement may be assigned in whole or in part to a third party, but only on the basis that doing so is not in any way to your detriment.

10. Changes to third party providers

If we appoint or arrange the appointment of a third-party service provider as investment platform, custodian, sub-custodian, banker, counterparty, agent or any other third party with whom you enter into an agreement directly (including the Platform) we may, provided we continue to act in your best interest, on your behalf terminate the appointment of a third-party service provider and appoint or reappoint an alternative investment platform, custodian, sub-custodian, banker, counterparty, agent or any other third party as a replacement. We may, on your behalf, arrange for the transfer of your money and/or assets held by a third-party service provider to any such replacement. Where we intend to do so, we will give you at least 30 days' notice in writing.

11. Paying for services

Our fees and charges will be as set out in the Fees & Charges Schedule below. Fees and charges will be deducted from funds held in your Portfolio. You agree that we may encash investments in the Portfolio to meet fees and charges

For any aspect of our service, or any service arranged by us, all charges and fees will be fully disclosed to you. We will not charge you until we have discussed your payment options and agreed with you how we are to be paid. We will also let you know if there are any other costs that might arise in connection with the services we provide to you.

Our charges/fees will be VAT exempt, and we will inform you if our charges or fees become subject to VAT.

We do not charge an initial fee. There is a Service Charge which is determined by the value of the funds on which the service is required.

Platform Fee the platform fee is payable by you in accordance with the terms set out by your Platform.

TQI charges

Standard Service Charge:

0.5% per annum Service Charge calculated and paid monthly using the value of the fund.

Examples of the Standard Service Charge:

Value of funds £20,000 the fee is £8.33 per month / £100 per annum

Premier Club Service Charge:

The Premier Club is available to clients who have a portfolio of ISAs and Unit Trusts valued at £30,000 or more.

0.25% per annum Service Charge calculated and paid monthly using the value of the fund.

Examples of the Premier Club Service Charge:

Value of funds £30,000 the fee is £6.25 per month / £75 per annum

The Service Charge is paid via the third party product provider. You agree that we can receive the Service Charge from the product provider for the full amount determined above. **The amount payable will reduce or increase in line with the value of the fund.** You may be required to complete a provider instruction.

In paying the fee by this method, you authorise the third party product provider to sell units/shares from the fund and pay TQ Invest to satisfy the Service Charge.

In some circumstances we may currently receive ongoing payments (commission) from product providers relating to existing investments you hold.

At the point that we receive written confirmation from you that you no longer require the services of TQ Invest, we will ensure that the Service Charge ceases.

The purpose of the Service Charge is intermediation whereby we act on behalf of the you with the product provider. This may include but is not limited to: - provide web-based tools and issue product information, independent investment research, market commentary and example portfolios.

For 'non collective' investments i.e. bonds and pensions we will not receive initial or ongoing commission from the product provider. We will charge you a fee of £75 plus VAT in respect of purchasing these products and for any subsequent additional lump sum payments, which are processed by TQ Invest. Payment will be due upon application. This fee is non refundable in all circumstances including where you have cancelled the product within the statutory cancellation period.

12. Financial Crime

We are obliged to put in place controls to prevent our business from being used for money laundering and other forms of financial crime.

In order to become a client of TQ Invest we must verify your identity. To do this we may use electronic verification systems and we may conduct these checks from time to time throughout our relationship, not just at the beginning. By signing to accept the terms of this Agreement you are also authorising us to obtain an Anti-Money Laundering search and any other information we may require, where appropriate to verify identity. A soft footprint of a search for Anti Money Laundering should not affect your credit rating.

13. Receiving Instructions

We prefer our clients to give us instructions in writing, to aid clarification and avoid future misunderstandings. We will, however, accept oral instructions at our discretion, and may request that 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 to other parties would be disclosed.

14. Best Execution

Where we send investment applications on your behalf to third parties (e.g. to put an investment into force), we will take all sufficient steps to ensure that we obtain the best possible result for you. This is referred to as 'best execution'. We maintain a Best Execution policy; further details are available on request,

15. Investment Performance and Risks

Please be aware that investments can fall, as well as rise, and that you may not get back the full amount invested. The price of investments highlighted in marketing communications may depend on fluctuations in the financial markets, or other economic factors, which are outside our control. Past performance is not necessarily a guide to future performance.

16. Conflict of Interest

Although we always try to act in your best interests there may be situations where we or one of our other clients has some form of interest in the business being transacted for you. If this happens or we become aware that our interests or those of one of our other clients conflict with your own interests, we will write to you and ask for your consent before we carry out business for you. We will also let you know the steps we will take to make sure you are treated fairly and we reserve the right to decline an instruction from you if there is a conflict of interest between us.

We maintain a Conflict of Interest Policy which enables us to identify and manage conflicts and potential conflicts of interest. The policy is designed to ensure that you are provided with an appropriately independent level of service by putting in place appropriate procedures, supervision and monitoring techniques. Further details of the policy are available upon request.

From time to time we may attend training events funded and or delivered by product providers, fund managers and platforms. These events are designed to enhance our knowledge and ultimately therefore enhance the quality of the service we provide to our clients. Further details are available on request.

17. Cancellation

Termination of this Agreement

You may terminate this Agreement and withdraw our authority to act on your behalf at any time without penalty by giving seven days notice in writing. Any such termination shall be without prejudice to the completion of transactions already initiated. Any transactions effected before termination and a due proportion of any periodic charges for services shall be settled to the date of termination.

Product cancellation rights

Full details of any financial products will be provided in the relevant product information you will receive this will include information about any product cancellation rights along with any other early termination rights and penalties.

18. How you are protected

Capital Professional Ltd trading as Ascot Lloyd is authorised and regulated by the Financial Conduct Authority (FCA), 12 Endeavour Square, Stratford, London, E20 1JN.

Our Financial Services Register number is **578614**. Our permitted business is advising on and arranging pensions, savings and investment products, non-investment insurance contracts and mortgages. You can check this on the Financial Services Register by visiting the FCA's website <https://register.fca.org.uk/> or by contacting the FCA on 0300 500 0597.

Unless we notify you in writing to the contrary, we will be treating you as a **retail client**. This means that you are afforded the highest level of protection under the regulatory system and should have the right to take any complaint to the Financial Ombudsman Service.

19. What if things go wrong

If you are unhappy with our advice or any aspect of our services, we encourage you to contact us as soon as possible. We will do our best to resolve our concerns. **In writing to:** the Compliance Officer, Ascot Lloyd, Reading Bridge House, George Street, Reading, RG1 8LS **By telephone:** 03454 757500 **By email:** compliance@ascotlloyd.co.uk. Our internal complaints handling procedures for the reasonable and prompt handling of complaints is available upon request. If, after we have reviewed your complaint, you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service www.financial-ombudsman.org.uk or by contacting them on 0800 0234567. We will not levy any charge for complaints made against us.

Additional Peace of Mind

The Financial Services Compensation Scheme (FSCS) is the UK's statutory compensation fund for customers of authorised financial services firms who are unable to pay claims against them, usually because they have gone out of business. You may be able to claim compensation from the FSCS if we cannot meet our liabilities in full. This depends on the type of business and the circumstances of the claim. Investments - eligible claims (per eligible person, per firm) for most types of investment business are covered up to a maximum of £85,000. Further information about compensation arrangements is available from the Financial Services Compensation Scheme.

Protecting your personal information

To provide our services properly we will need to collect information about your personal and financial circumstances. We take your privacy seriously and will only use your personal information to deliver our services.

Processing of your personal data is necessary for the performance of our contract for services with you. Generally, this is the lawful basis on which we intend to rely for the processing of your data. (Please see the reference to special categories of data below). Our policy is to gather and process only that personal data which is necessary for us to conduct our services appropriately with you.

We adopt a transparent approach to the processing of your personal data. Sometimes, we may need to pass your personal information to other organisations. If you apply to take out a financial product or service we will need to pass certain personal details to the product or service provider.

We may engage the services of third party providers of professional services in order to enhance the service we provide to you. These parties may also need to process your personal data in the performance of their contract with us. Your personal information may be transferred electronically (e.g. by email or over the internet) and we, or any relevant third party, may contact you in future by what we believe to be the most appropriate means of communication at the time (e.g. telephone/email /letter etc.).

The organisations to whom we may pass your details also have their own obligations to deal with your personal information appropriately. Sometimes a product or service may be administered from a country outside Europe. If this is the case, the firm must put a contract in place to ensure that your information is adequately protected.

Our Privacy Notice can be viewed at <https://tqinvest.co.uk/privacy-policy> This is a separate document which provides more information about the nature of our personal data processing activities and includes details of our retention and deletion policies as well as your rights of access to the personal information that we hold on you.

As part of this agreement we will ask you consent to the transfer of your personal information in accordance with the protections outlined above.

Special categories of personal data: there are certain categories of personal data that are sensitive by nature. The categories include: data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership

and data concerning health. Depending on the nature of the products and services that you engage us for we may need to obtain your sensitive personal data particularly in relation to health. Our policy is that should we require any special category of personal data we will only gather this with your explicit consent.

If you are concerned about any aspect of our privacy arrangements please speak to us.

20. General

Force Majeure

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

21. Governing 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.

Declaration - Client Consent

This is our standard client agreement upon which we intend to rely. For your own benefit and protection you should read these terms carefully before signing. If you do not understand any point please ask for further information. By signing the form you are consenting to us or any company associated with us for processing, both manually and by electronic means, your personal data.

Electronic Signature

Where relevant you agree to sign this agreement by electronic signature (whatever form the electronic signature takes) and that this method of signature is as conclusive of your intention to be bound by this agreement as if signed by your manuscript signature

I/We agree to pay for the services provided by TQ Invest as set out in this agreement.

I would like to join the Premier Club

Signed _____

Signed _____

Print Name _____

Print Name _____

Date _____

CONSENT

Sensitive Personal Data

The primary basis on which we intend to process your personal data is for the performance of our contract with you. In the case where we need to process special category (sensitive) data as described above we require your consent by indicating agreement to the following statement:

I/We consent to the processing of sensitive personal data as far as it is necessary for the services I/we require from TQ

Please note that you may withdraw this consent at any time by notifying us at the address below. We may also engage the services of third party providers of professional services in order to enhance the service we provide to you. These parties may also need to process your personal data in the performance of their contract with us. If you wish to know the names of these third parties please contact us for further information.

Marketing

From time to time we may wish to contact you to offer additional products or services which may be of interest to you. In order to do this we require your consent by agreeing to one or all of the options.

I/We consent to be contacted for marketing purposes, please tick:

Email		Telephone		Text		Post	
--------------	--	------------------	--	-------------	--	-------------	--

Electronic Signature

Where relevant you agree to sign this agreement by electronic signature (whatever form the electronic signature takes) and that this method of signature is as conclusive of your intention to be bound by this agreement as if signed by your manuscript signature.

Client Name (s)		
Client Signature (s)		
Date		

Please note you may withdraw this consent at any time by notifying us at the address below.