

P R I S M
WEALTH MANAGEMENT

Client Agreement

Prism Wealth Management

Tel: 07814 414981

Email: alun.davies@prismwealth.co.uk

Address: The Chestnuts, Lower Road, Little Hallingbury, CM22 7RA

Registered Office: 2 Grove Park Court, Harrogate, HG1 4DP

Registered in England - Company Number 14655102

Prism Wealth is a trading style of Oculus Wealth Management (Bishops Stortford) Ltd which is an appointed representative of Oculus Wealth Management Ltd, 2 Grove Park Court, Harrogate, HG1 4DP, a company authorised and regulated by the Financial Conduct Authority.

CLIENT AGREEMENT

This agreement sets out the terms under which we'll provide our services to you, so it's important that you read it fully. If there's something you don't understand please ask us to explain it.

If you have a question or concern about any aspect of our services, please contact us at:

- Telephone: 07814 414981
- Email: alun.davies@prismwealth.co.uk
- In writing: The Chestnuts, Lower Road, Little Hallingbury, CM22 7RA
- Website: www.prismwealth.co.uk



Section 4 (useful information about our services) includes details of the protections available to you under UK financial services regulation.

➤ OUR OBLIGATIONS

Our Services

We can advise on Protection, Retirement planning, Investment, Savings and Mortgages.

- **Protection planning:** Most of us want to protect the things that are important to us, our family, business, and quality of life. Protection planning can help to provide peace of mind in the event of your income changing due to unexpected events. We can help you plan for the best way to protect you, your family, or your business.
- **Retirement planning:** It's important to know whether the money you are saving towards retirement will provide you with sufficient funds to meet your retirement objectives. We can work with you to proactively plan for your retirement and help you decide on the options available once at retirement.
- **Investment planning:** It's important to identify what you might want to achieve and how you can do this. We can help you to identify your goals and create a plan for your finances to help you achieve them.
- **Savings planning:** Often the first the thing to consider is 'How much could you need in an emergency?'. The deposit account is often best obtained yourself, but we must agree a suitable level of holding before we invest funds.
- **Mortgage Planning:** This area of advice is generic and often limited to, 'we recommend that you seek the lowest suitable interest rate'. A deeper level of advice is achieved by recommending an authorised mortgage firm.



Our recommendations

- Before providing advice, we'll assess your needs, consider your financial objectives, and assess your attitude to any risks that may be involved. If you don't 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 would have been given.
- We'll confirm any recommendations we make in writing (our suitability report) along with details of any specific risks that may be associated with the products or investment strategies we've recommended.
- 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 we may recommend 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.
- Specific warnings relevant to the investments, investment strategies or other products we arrange are provided in the relevant product literature provided.
- A Discretionary Fund Managers (DFM) is a professional investment manager appointed to monitor your portfolio and make investment decisions on your behalf. We do not usually recommend DFM within initial services. However, we can work with DFM that you have already established.

We do have direct agreements in place with selected Discretionary Fund Managers (DFMs), some of which are as 'Agent as Client', some as 'Agent of Client'. In instances where our recommendation involves retaining an existing DFM service, we will confirm the contractual arrangement in place.

Where the retained DFM arrangement is for an Agent as Client service, by agreeing to these terms you are authorising us to act as your agent and on your behalf in implementing an agreed discretionary management service. This authority includes acting, generally, in relation to the management of your money and specifically, entering into discretionary investment management activities and giving instructions in connection with investment mandates offered by discretionary managers. As the DFM has no direct contractual relationship with you, the investor, you may have no direct recourse against the DFM via the Financial Ombudsman Service (FOS) in the event of a complaint. This does not remove your right to refer complaints to the FOS, only the method by which any complaint is pursued. You can find more information in relation to how to make a complaint, within the complaint section.

Where the retained DFM arrangement is for an Agent of Client service, by agreeing to these terms, you are authorising us to intermediate on your behalf to implement an agreed discretionary management service. For the provision of the DFM service, there will be a direct contractual relationship between you and the DFM for provision of services and the DFM will recognise you as their customer. In this contractual arrangement you will be able to raise an investment complaint to the DFM in accordance with the provisions within the contract with you.

- We may occasionally recommend investments that are not readily realisable. We'll only do this where appropriate but, if we do, we'll draw your attention to the risks associated with the investments in our suitability report. There is a restricted market for such investments and in some circumstances, it may not be possible to deal in the investment or obtain reliable information about its value.

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.
- We'll verify your identity before undertaking any business with you. To do this we will use electronic identity verification systems and we may conduct these checks from time to time throughout our relationship, not just at the beginning. The check may leave a 'footprint' on your credit file, but it will not affect your credit rating.

Best execution

- Where we send investment applications on your behalf to third parties (e.g. to put an investment into force), we'll take all sufficient steps to ensure that we obtain the best possible result for you. This is referred to as 'best execution'.
- We have a best execution policy. If you wish to see a copy of it, please ask us.

Conflict of interests

- Although we'll 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'll write to you and ask for your consent before we carry out the business for you. We'll also let you know the steps we'll take to make sure you are treated fairly.
- We have a conflicts of interest policy. If you wish to see a copy of it, please ask us.

Communicating with you

- Our primary methods of communication are in English by telephone, post, e-mail, or in person.
- For clients that require additional support, our client support team are available to assist you further by tailoring communications to your specific needs. Please make your adviser aware of your requirements and we will endeavour to cater to them, such as but not limited to, providing documentation in larger print, or converting files to neurodiverse easy-to-read options.
- We may ask you to confirm your instructions to us in writing as this helps to avoid any future misunderstandings.



YOUR OBLIGATIONS

This section sets out your obligations in agreeing to receive our services.

Providing information about your circumstances



Our advice will be based on the information that you give so it's important that you provide us with the information we request about your circumstances and objectives to allow us to provide you with appropriate advice. If you limit the information provided it could affect the suitability of the advice we give.

Payment for services

- By signing this agreement, you are agreeing to pay the charges for our services as set out below. We'll tell you if any payments are subject to VAT.
- Our initial charges are payable once we've completed our agreed work and must be settled within 28 business days.
- In some limited circumstances (for example protection planning business) we may receive a commission payment from a product provider. Typically, the commission payment will be offset against the charges we have agreed for our services. If the commission payment relates to a regular contribution policy and you stop paying premiums on that policy, we may be obliged to refund the commission back to the policy provider. In such cases, we reserve the right to request the full payment of any outstanding balance of charges for our services.
- Where our charges are based on a percentage of your investments, the amount of our ongoing charges will increase as the size of your fund grows.
- In some circumstances we may receive ongoing payments (commission) from product providers relating to legacy investments you hold. Such payments may be considered when determining the charges for our ongoing services. We'll discuss and agree this with you where relevant.

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 our discussions with us to a Solicitor or Accountant.



➤ CANCELLATION AND AMENDMENTS

Ending this agreement

- You or we may terminate this agreement at any time, without penalty.
- Notice of termination must be given in writing and will take effect from the date of receipt.
- Any transactions already initiated will be completed according to this agreement unless otherwise agreed in writing.
- You will be liable to pay for any services we have provided before cancellation together with any outstanding fees, if applicable.

Product cancellation rights

- Full details of any financial products we recommend to you 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.

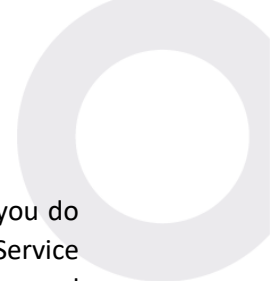
➤ USEFUL INFORMATION ABOUT OUR SERVICES

Who authorises us to advise you?

- We are an appointed representative of Oculus Wealth Management Limited who are authorised and regulated by the Financial Conduct Authority (FCA), 12 Endeavour Square, Stratford, London, E20 1JN. www.fca.org.uk. Their firm reference number is 605985.
- Our permitted business is advising on and arranging pensions, savings and investment products and non-investment insurance contracts.
- You can check our details on the Financial Services Register by visiting the FCA's website <https://register.fca.org.uk/s/> or by contacting the FCA on 0800 111 6768.
- Unless we tell you otherwise, we'll treat you as a retail client for investment business. As such, you are given the highest level of protection available under the UK's regulatory system.

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'll do our best to resolve your concerns.
 - Telephone: 01423 369362
 - Email: info@oculuswealth.co.uk
 - In writing: Duncan Read, Oculus Wealth Management, 2 Grove Park Court, Harrogate, HG1 4DP



- We have a complaints procedure, and we can provide further details on request. If you do have a complaint, and you are not happy with our response, the Financial Ombudsman Service (FOS) may be able to help. The FOS settles disputes between financial services business and their clients. Full details are available at www.financial-ombudsman.org.uk.

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.
- If at any time we are unable to meet our obligations you may be able to claim compensation from the FSCS . The amount of compensation available will depend on the type of business and the circumstances of the claim. We can provide more specific information on request, but as a guide:
 - Investments – eligible claims for most types of investment business are covered for up to a maximum of £85,000.
 - Insurance – in the majority of cases, eligible claims about the advising and arranging of protection products are covered for 90% of the claim, without any upper limit.
 - Further information is available from the FSCS at www.fscs.org.uk

Benefits we may receive.

- Under the rules of our regulator the FCA, we can't accept payments or benefits from other firms (e.g. product providers) that may conflict with our duty to act in our clients' best interests.
- However, 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 ultimately therefore enhance the quality of service we provide to our clients. Please ask us if you want further details.



➤ SERVICES AGREED

Preliminary Consultation

We will meet with you face-to-face, via Web meeting or telephone to capture important information about your current circumstances, your financial history, and your aspirations, priorities, and objectives in terms of your financial future. We will also discuss your attitude towards “investment risk”, and your understanding of how such risk may affect you. This will take approximately 2 hours.

The consultation will close with a summary of our findings, and our suggested next steps toward a tailored, yet realistic, solution to your needs. There is no obligation to proceed at this stage, and no costs will have been incurred.

The simple analogy here is ‘what if your boiler breaks down?’. You would likely call an expert around to assess the situation and provide a recommended course of action and the likely associated costs. It is your decision as to whether you then proceed.

Initial Services

After reviewing your existing situation, we may agree that there is a requirement for a new plan. If so, we will then follow the five-stage process of advice noted in ‘how we work’. This process helps us to establish your new plan and defines any costs to be incurred.

You will always know our fees before you decide to proceed. We do not hide our costs and we have a transparent charging structure, so you can be sure we are working efficiently for your benefit.

Should you agree to proceed, it can be arranged for your total fees to be deducted from the investment amount at outset, via the product provider if the recommended provider will facilitate this. Alternatively, you may prefer to make your payment to us by cheque or bank transfer.

The value adding services we can provide are;

- **Protection based commission.** For protection planning business only, we may receive a commission payment from a product provider. Typically, the commission payment will be offset against the charges you pay us for our services. If the commission payment relates to a regular contribution policy and you stop paying premiums on that policy, we may be obliged to refund the commission received back to the policy provider. In such cases, we reserve the right to request the full payment of any outstanding balance of charges for our services.
- **Rate per hour.** Charged at £500 per hour for both adviser and support time. This may help you to feel that the advice you receive is independent. However, it may also lead to you feeling that you should spend less time with your adviser (as the more time you spend with your adviser increases the uncapped costs)
- **Incubation.** This is a largely reactive service suitable for those who are yet to receive the anticipated monies (for example from inheritance or sale of company).
- **Scopic.** Comprehensive service for those who wish to fully engage with a financial adviser.
- **Maximum.** Comprehensive service with a greater commitment to face-to-face planning

The first two service levels tend to be appropriate for those seeking a one-off transaction level of service. The last three services differ in level ongoing support, but the initial cost is the same for each;

Initial Consultation (1st meeting)	At no cost to you.
Fees for research, analysis and implementing advice	3% of value of funds invested, subject to maximum fee of £5000.

Once the £5000 cap on initial fees has been reached, we won't look to apply another initial charge of this type for the duration of our relationship (excludes protection-based commission). If our initial enquires show that you are already engaged predominantly with a wrap platform, then we may waive our initial fee (to recognise the fact that it is much easier for us to collate information). Furthermore, we may waive initial fee ongoing contributions if we deem them to be regular.

Will Writing, advice on trusts outside of a product and complex tax calculations/advice are not included in our fees. In addition, we pass on any third-party expense such as Capital Gains Tax (CGT) reporting or third-party discretionary management fees which we may be invoiced on your behalf. If we do need to charge you for any of these services a fee will be agreed with you in advance. Neither our firm nor our employees are qualified to render legal or accounting advice or to prepare any legal or accounting documents. It is hereby understood and agreed that the onus is on you, the client, to refer to a solicitor or accountant any point of law or accountancy that arise during discussions with us.

Ongoing Services

Whether you have a sizable and complex portfolio of products, or one or two modest investments, it is important to consider how these should be managed going forward. We can provide an ongoing review service designed to expertly maintain and monitor your portfolio. The benefit of this is to ensure that your objectives and attitude to risk are correctly aligned with your holdings over an extended period. In addition, ongoing advice services ensure that developing and future financial objectives are considered. Furthermore, aspects of your financial arrangements can change over time, including your goals and risk profile as well as the underlying asset's risk characteristics. Ongoing review service can help adapt and position your arrangements to manage such changes and influencing factors.

We offer three levels of ongoing service, which determine the frequency of full review. These service levels relate to the value of assets under management (AUM) and the associated fee charged. However, if you fall into a lower category and wish to receive the service of a higher level, then you can opt to pay a higher percentage rate to receive the higher level of service.

Service Level - Incubation	Service Level - Scopic	Service Level - Maximum
AUM under £100,000	AUM £100k to £250,000	AUM over £250,000
Telephone or web-based review at least every 3 years	Telephone or web-based review at least every year	Face to face review meeting at least every year

Please note that assets under management will fluctuate and the fees payable will change, depending on the value of your investment.



Incubation

This service level is designed for those who are not yet ready to receive a greater level of service. This may be because you are yet to receive anticipated assets. For example, you may be waiting on a house sale from which you plan to invest the sale proceeds, or you may be waiting funds from the sale of a business. It may be that you are the beneficiary of an existing client and would like to engage to create a working relationship, and to gain a greater understanding, in preparation for the day you may inherit.

As this service level is intended for those with less than £100,000 AUM, the associated fee is typically less than £1,000pa. As such, the service offering is more reactive than proactive. You are provided a direct contact number for an adviser who you can call for advice. It is anticipated that such contact would be annual but left for you to make contact when you feel the need for help. Any such help will be over the phone or via video conference. If we don't hear from you beforehand, we will make contact for a review every 3 years.

As a minimum our ongoing Incubation review service will provide a **telephone or web-based review** meeting at least **every 3 years** which we will contact you to arrange.

In addition, you will receive:

- If our findings dictate, we will suggest alternative solutions or potential improvements based upon our knowledge of your circumstances.
- Regular news bulletins updating you on financial issues.
- Maintenance of your records and information
- Where applicable, access to our online valuation portal

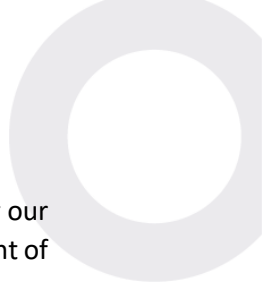
Scopic

This comprehensive service level is intended for those with assets under management (AUM) of between £100,000 and £250,000. At this level you will receive an annual review which may be face to face if mutually agreed. The commitment on the adviser is to offer at least annual review via web based or telephone contact.

As a minimum our ongoing 'Scopic' review service will provide a **telephone or web-based review** meeting at least **every year** which we will contact you to arrange.

In addition, you will receive:

- An annual report that will assess the ongoing suitability of the assets we monitor based on the information we hold on file with regards to your goals and objectives
- If our findings dictate, we will suggest alternative solutions or potential improvements based upon our knowledge of your circumstances.
- Regular news bulletins updating you on financial issues.



- Access to our client advisory team throughout the year, if any aspect of your queries or our recommendations become chargeable, any charge will be agreed before commencement of work.
- Maintenance of your records and information
- Where applicable, access to our online valuation portal

Maximum

This service level is the highest we offer. It covers all the same items offers in 'Scopic' but with a greater commitment for annual meetings to be conducted face-to-face. It also expected that cashflow modelling will be offered at this service level as standard.

Where it is mutually deemed appropriate, it is accepted that meetings may be conducted twice a year at this service level (though the additional meeting may be via web or phone contact)

As a minimum our ongoing 'Maximum' review service will provide a **face-to-face review** meeting at least **every year** which we will contact you to arrange.

In addition, you will receive:

- An annual report that will assess the ongoing suitability of the assets we monitor based on the information we hold on file with regards to your goals and objectives
- If our findings dictate, we will suggest alternative solutions or potential improvements based upon our knowledge of your circumstances.
- Regular news bulletins updating you on financial issues.
- Access to our client advisory team throughout the year, if any aspect of your queries or our recommendations become chargeable, any charge will be agreed before commencement of work.
- Cashflow Modelling
- Maintenance of your records and information.



Cost of Ongoing Service

As noted above, we offer three levels of ongoing service, which determine the frequency of full review. The service charge for each level is;

- **Service Charge: 1% per annum** (excluding VAT if applicable), based upon the prevailing value of your portfolio (deducted per month on a pro-rata basis where available).

Example 1	Example 2	Example 3
Portfolio value of £100,000 = £1000 per year	Portfolio value of £250,000 = £2500 per year	Portfolio value of £500,000 = £5000 per year
Charged Monthly, a portfolio of £100,000 would cost £83.33pm	Charged Monthly, a portfolio of £250,000 would cost £208.33pm	Charged Monthly, a portfolio of £500,000 would cost £416.66pm

- We tier fees for investments that exceed £1million such that anything over £1million is charged at 0.5% per annum. Furthermore, we charge 0.25% for the excess over £2million. Example: Investment £2,000,000 (£1,000,000 x 1% = £10,000), (£1,000,000 x 0.5% = £5000). Total fee £15,000 pa. This will be applied as a percentage that is assessed at each annual review, in this case it would be 0.75%. The fee will be assessed on the anniversary of the service and will remain unaltered until the next annual review. We apply a decency cap on AUM cases of £20,000 per annum.
- Any product or investment service that we have arranged for you will only be kept under review as part of an ongoing service for which you have agreed to pay.
- We do not usually initiate Discretionary Fund Managers (DFM). Where such is required, we acknowledge the reduced workload (we won't be responsible for underlying investments) and so charge 0.5% plus VAT (without tiering) on such cases. Please note the VAT that must be added to this fee where a DFM is being employed. We apply a decency cap on DFM cases of £20,000 + VAT per annum.
- Ongoing services can be cancelled at any time by informing us in writing, but we reserve the right to charge you for services provided prior to cancellation.

Which ongoing service is required? (Please select one)		
Incubation	Scopic	Maximum

Name of platform provider (if applicable)	Account numbers

Protecting your personal information

- To provide our value-added services properly we'll 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'll 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 accessed via our website www.oculuswealth.co.uk. 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'll ask you to consent to the transfer of personal information in accordance with the protections outlined above.

- **Special categories of personal data:** there are 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. 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.

The primary basis on which we intend to process your personal data is for the performance of our contract with you. Where we need to process special category (sensitive) data as described above we require your consent by indicating your 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 Prism Wealth Management

Client name(s):		
Client signature(s):		
Date:		

- I/We acknowledge that the client agreement will come into effect once it has been signed by all parties and will remain in force until terminated. This agreement is governed and shall be interpreted in accordance with English law and both parties shall submit to the exclusive jurisdiction of the English Courts.

Client name(s):		
Client signature(s):		
Date:		

Signed on behalf of Prism Wealth Management

Adviser name(s):	
Adviser signature(s):	
Date:	

