



LIVESTOCK

CHARTS

**CLIENT
AGREEMENT**

This document sets out the basis on which we will conduct business with you and on your behalf. It is an **important document** and we would ask you to read it carefully and if you are unsure of any of its terms please ask.

The terms of this Agreement come into force immediately on acceptance (implied or actual) of its terms by you and will remain in force until further notice.

Live Stock Chart – Stock Group Limited is a financial institution incorporated in the United Kingdom – 11290602 and Vanuatu which is authorised & regulated by the Financial Conduct Authority (FCA) under number 40356. You can make further inquiries by visiting: <https://livestockchart.com> or sending an email to: support@livestockchart.com

You can as well visit our Headquarter (HQ.) situated at **Innovation House, Speculation Road, Forest Vale Industrial Estate, Cinderford, Gloucestershire, England, GL14 2YD.**

THE RANGE OF OUR ADVICE AND FINANCIAL PLANNING OBJECTIVES

Your adviser is independent and acts on your behalf as your agent. Your Adviser is therefore able to provide unbiased unrestricted advice on retail investment products based on a comprehensive and fair analysis of the market. For mortgage advice your adviser provides independent mortgage advice on first charge mortgages. This is a mortgage where the lender takes the first charge on the property. This will include most mortgages. Further advances can also be arranged, where appropriate, but advice isn't provided on second charge mortgages.

We are permitted to give advice on trading, investments, general insurance and mortgages and arrange transactions in these products. For investment products, this will include not just packaged products, but also structured products, all investment trusts and any other investments that offers exposure to underlying assets, but in a packaged form which modifies that exposure compared with direct holding in the financial asset.

In order to provide you with personal financial advice and recommendations suitable for your particular circumstances we will undertake a 'fact find' to gather the appropriate information to assess your needs.

We will then be able to set out clearly your financial planning objectives based on your stated objectives, acceptable level of risk and any restrictions you wish to place on the type of policies you are willing to consider. Details of your stated objectives will be set out in a Suitability Report we will issue to you to confirm our recommendation. Unless confirmed in writing, to the contrary, we will assume that you do not wish to place any restrictions on the advice we give you.

You hereby acknowledge that in the event of the firm assisting you in the completion of any investment or insurance application or policy proposal forms that you will in any event continue to bear full responsibility for the accuracy and completeness of the information entered on such forms. Therefore, you understand that inclusion of incorrect information or omission of any material facts may result in the insurance, investment or policy to which the application or proposal relates to being adversely adjusted, made void and/or any claim(s) made against it being refused. The advice we give you will be based on the information you have given us and your stated investment objectives including the degree of risk you will accept. It is your responsibility to advise us on any changes.

We will forward to you all documents showing ownership of your investments/contracts as soon as practicable after we receive them. All such documents may be sent by post and this would be at your risk.

We will outline from the outset whether our advice will cover your entire financial planning needs or whether it will focus on a specific area giving consideration to any restriction you place on what advice you want.

We require our clients to give us instructions in writing, or we may confirm our understanding in writing (by post or by email) in order to avoid possible disputes.

This will usually be in the form of a proposal or application form. We will, however, accept oral instructions in certain instances provided they are subsequently confirmed in writing.

CUSTOMER CLASSIFICATION

The type of client category will determine the levels of protection afforded to you under the **Financial Services and Market Act 2000**.

The firm proposes to classify you in accordance with FCA rules as a Retail Client and the regulatory protection available to you will be the highest available. This agreement is personal to you and not assignable.

We may accept instructions from and give information to third parties or your other advisers on your behalf where you have confirmed in writing we may do so. We cannot accept any responsibility for errors in information supplied by such persons.

Where you are a trustee, director or officer of any trust, corporation or LLP requiring advice you warrant to us that you have full authority to act on behalf of the same and there are no restrictions on the limits of our advice of which we have not been made aware.

We will **not be responsible** for advising on compliance with your trust, trustee, director or officer obligations.

THE COST OF OUR SERVICES

You will pay for our services by either a fee or a combination of fee and/or fee by payment facilitation through product charging. We will discuss your payment options with you and answer any questions you have. We will not charge you until we have agreed with you how we are to be paid. For payment options relating to investment advice, please refer to any of our web-based administrators. Value added tax may be payable on some or all of the work we do. We will inform you if VAT is applicable.

CLIENT MONEY

For your additional security we do not handle client's money. We never accept a cheque made out to us (unless it is a cheque in settlement of our fees or other charges or disbursements for which we have sent you an invoice). **We do not handle cash.**

ACCOUNTING TO YOU

We will make arrangements for all your investments policies and/or contracts to be registered in your name unless you first instruct us otherwise in writing.

You have a right to request for copies of contract notes and entries in our records in relation to transactions on your behalf with a little charge which depends on your investment portfolio.

In that request we reserve the right to give you copies of such documents rather than access to the original records.

We will forward to you all documents showing ownership of your investments policies and/or contracts as soon as practicable after we receive them.

Where a number of documents relating to a series of transactions is involved, we will normally hold each document until the series is complete and then forward them to you.

CANCELLATION RIGHTS

The cancellation rights for each individual policy you have been advised on will be explained to you by our supportive concerned web-based administrator before or at the time you confirm or carry out the transaction.

MATERIAL INTERESTS

We are not connected to any product provider, but occasions can arise where we, or one of our other customers, will have some form of interest in business, which we are transacting for you. If this happens, or we become aware that our interests or those of one of our other customer's conflict with your interests, we will inform you in writing and obtain your consent before we carry out your instructions. There may be occasions when we will be unable to act for one of the parties.

As a consequence of such potential conflicts arising, we have put arrangements in place to ensure our clients are treated fairly. We have also implemented a conflicts of interest policy to help us manage such risks, which you may access on request.

Where an advisory firm works in a partnership with a discretionary manager, appropriate agreements must be in place. Should a recommendation be made to appoint LSC to act as a discretionary manager for any proposed investment a formal discretionary management agreement will be required that sets out how your investments will be managed.

LSC will be responsible for the suitability of the advice. We recognize the potential conflict of interest operating within a group structure, and maintain robust systems and controls to mitigate the risks. Where a platform/custodian is used their particular terms and conditions will be provided or available upon request.

RISK WARNINGS

Relevant risk warnings will be advised to you throughout the financial planning process and in maybe, your suitability report.

The value of investments may go down as well as up, and **you may not get back the amount invested.**

Levels of income from investments may fluctuate. **We cannot be held liable for any depreciation in the value of investments arranged for you.** Non-readily realizable investments will generally have a restricted market, and therefore it **may be difficult** to deal in that investment or to obtain reliable information about its value.

For mortgages please be aware that your home may be repossessed if you do not keep up repayments on your mortgage.

For insurance products, your insurance policy may lapse if you do not keep up to date with regular premium payments and you may not be covered if a claim is made.

Again, we require our clients to give us instructions in writing, or we may confirm our understanding in writing (by post or by email) in order to avoid possible disputes.

TERMINATION OF AUTHORITY

You or we may terminate our authority and/or this agreement to act on your behalf at any time without penalty. Notice of this termination must be given in writing and will take effect from the date of receipt. Termination is without prejudice to any transactions already initiated which will be completed according to this client agreement unless otherwise agreed in writing.

You will be liable to pay for any transactions made prior to termination and any fees which may be outstanding.

DATA PROTECTION & ANTI -MONEY LAUNDERING

We are registered under the Data Protection Act 1998. You acknowledge and understand that we keep personal and financial information with regard to your circumstances on file (electronic and/or paper based) as required to be able to advise you as to your financial planning needs.

We cannot be held responsible for the information held on your file being inaccurate due to your failing to inform us of a change of circumstances.

Where business services are provided to us by third parties then circumstances may arise which warrant the disclosure of more than just your basic contact details. On these occasions such as processing business, and obtaining compliance and regulatory advice you agree that personal information held by us may be disclosed on a confidential basis, and in accordance with the Data Protection Act 1998, to such third parties.

You agree that this information may be transferred electronically, (e.g. e- mail). You also agree that we or any such third party may contact you in future by any means of communication which we or they consider appropriate at the time.

We keep records of our business transactions with you for **at least six years**.

We are required to verify your identity in accordance with the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2007.

We reserve the right to approach third parties and to delay any of your applications until adequate verification of identity has been obtained.

GOVERNING LAW & JURISDICTION LIABILITY

You agree to indemnify us in relation to any acts; proceedings or claims which we incur directly or indirectly as a result of our acting under this agreement save that this indemnity shall not apply to the extent it arises out of our negligence, fraud, breach of this agreement or our regulatory responsibilities.

We reserve the right to amend this agreement at our discretion where changes in regulation or law necessitate by giving you notice in writing. You will also be given the option to accept our new agreements or terminate our authority. This agreement shall be governed by and construed according to English law.

Any disputes shall be determined in the jurisdiction of the English Courts.

CLIENT'S CONSENT

This is our client agreement upon which we intend to rely. For your own benefit and protection, you should read these terms carefully before signing them. If you do not understand any point please ask for further information.

I understand and consent to the terms of this client agreement and I hereby authorise the transfer of information, as described above, on a confidential basis when warranted between such third parties.

I authorise you to liaise with my other professional advisers wherever necessary in exchanging relevant personal information pertinent to my financial planning requirements and to rely on any such information provided.

I agree that this Client Agreement will come into effect from the date below.

Client's Name:

LSC Account ID:

Client's Signature:

Date:

Signed for and on behalf of LSC:

Administrator:

Date of Issuance: