



FINURA

OUR SERVICE
CHARTER



WELCOME TO FINURA

Finura is a multi-disciplinary, chartered, award-winning financial planning and wealth management practice for private Clients, families, business owners and trustees.

OUR PURPOSE IS



To positively impact people's lives.



For us, this means much more than helping you manage investments. It is about understanding how you think and feel about money. It is about tapping into the excitement of what you can do with it, showing you how much you can spend and gift, as well as how much you should save. By understanding what you want your lifestyle to look like today and tomorrow, we can then model the impact of decision making and provide a plan that brings you closer to your goals.

We deliver our advice using a blend of youth and experience, meaning we have a team that can adapt and grow with you as your circumstances change. We combine the best technology with inspiring people to deliver an experience and outcome neither can match in isolation.

We are one of a select group of financial planning firms to have achieved Corporate Chartered status, which signifies our public commitment to the highest professional standards. We also hold the Gold Standard for Independent Advice and the Pension Transfer Gold Standard from the Personal Finance Society. The Gold Standard is a voluntary code of good practice for pension transfer advice. By adopting and promoting these standards, Clients can be confident they are dealing with a firm that is going beyond the minimum requirements when delivering financial advice.

Our Service Charter should contain everything you need to know about our approach to Financial Planning and Wealth Management and what you can expect as a Client of Finura. In addition, it has all the relevant detail covering our regulation and approach to data protection.

If you have any questions or comments, please reach out to your financial planner or email us at hello@finura.co.uk.

We look forward to working with you.

2023 - PROFESSIONAL ADVISER AWARDS

Best Financial Advisers to Work For
WINNER

2023 - NEW MODEL ADVISER AWARDS

Top 100 Firm
WINNER

2023 - PROFESSIONAL ADVISER AWARDS

Adviser Firm of the Year
FINALIST

WHAT TO EXPECT FROM US



A COMPANY THAT **KEEPS ITS PROMISES**



AN ENDURING **PERSONAL RELATIONSHIP**



A TEAM THAT **OFFERS OUTSTANDING SERVICE**



A PROPOSITION THAT **DELIVERS ON COST AND VALUE**



A FINANCIAL PLAN **BASED ON LIFESTYLE GOALS, NOT PRODUCTS**

OUR PROCESS

1

EXPLORATION

An introductory meeting at our cost to fully explain how our service works, identify your primary objectives, introduce some ideas and answer any questions.

2

DISCOVERY

At this stage we will hone in on your financial planning priorities and discuss relevant concepts in more detail. We will look to define a work scope, fees payable and demonstrate the value add. We will not proceed without your approval.

4

RECOMMENDATION

Here we deliver our recommendations in a concise report, demonstrating the Objective, Solution and Outcome driving the advice.

3

ENGAGEMENT

Following your approval, we gather all relevant information to develop a complete picture of your financial position. This gives us the context needed to deliver a personal solution.

5

IMPLEMENTATION

After incorporating any feedback, we put the plan into action.

6

PROACTIVE SERVICE

We will check in with you regularly to keep your plan on track and you can call us any time, at no cost .

FINURA & BENCHMARK CAPITAL

Finura is an Appointed Representative of Evolution Wealth Network Limited (EWN), which provides several class-leading services to Finura and our Clients, including:

- Regulatory & Compliance Expertise
- Practice and Client Management
- Platform Technology

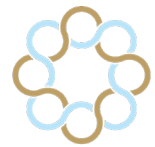
In an increasingly complex world, this provides Finura with a platform to deliver proactive, unbiased advice in an efficient and secure environment with Client experience and engagement at its core.

EWN are part of [Benchmark Capital](#), an award-winning solutions provider, powering a select number of chartered financial planning and wealth management firms with over £17.1 billion assets under administration. Benchmark Capital are wholly owned by Schroders PLC. Schroders is a global asset and wealth manager who, for over 200 years, have delivered world class asset management through times of economic prosperity and uncertainty. Finura is 49% owned by Benchmark Capital Limited.

In the interest of disclosure, the other companies that fall under Benchmark Capital Limited include Fusion Wealth Limited, Fusion Funds Limited and Bright Square Pensions, which may feature in recommendations made to you. Additionally, you may receive advice recommendations for funds that are managed by Schroders (including Cazenove Capital Management). Fusion Wealth offer a discretionary fund management investment solution which may contain funds associated to the Schroders Group where the funds help to meet the objectives of the model. Fusion Wealth also offer a range of investment funds.

Any and all recommendations are made in the best interest of our Clients and the use of any of the companies above is not mandated by Finura and would only be used where it is a suitable solution to your financial objectives.

Evolution Wealth Network Limited is authorised and regulated by the Financial Conduct Authority. Their registration number is 591218 and a full list of Appointed Representatives can be found on the FCA register. The firm is authorised to advise on and arrange Life Assurance, Pensions, Investments, and General Insurance and Mortgages (covered by a separate agreement). We are bound by the rules of the FCA.



FINURA



OUR FEE MODEL

The exploration and discovery phases are at our expense. This allows you to get a feel for how we approach our work and to check that the relationship fits.

Our hourly fee of £300 is an average rate, taking account of the team-based approach to our work which comprises Financial Planners, Paraplanners and our Client Account team. Before engaging, we want Clients to be clear and comfortable about the advice cost and deliverables. To support this aim, we follow the below process:

- 01** We provide a personal Work Scope & Fee Proposal showing the work deliverables – this allows complete transparency
- 02** We estimate fees based on our experience of the time needed to deliver the financial plan – this means our fees do not increase with investment size
- 03** We make our fees non-contingent - this means they are not related to you taking out a product, plan or investment

OUR ONGOING SERVICE

As a minimum we offer all Clients a yearly appraisal of their financial plan though, in reality, we spend whatever time is needed.

Our job is to listen and learn about you, your family and your business and, for that, we are always on call. You can book a meeting with your planner or anyone in our team throughout the year.

Where you entrust us with your Wealth Management as well as your financial plan, our ongoing fees are 1% of invested assets under our advice. Where we are only delivering our financial planning service, we will do so at an equivalent hourly rate of £300 per hour. If Clients feel we are not delivering value, then rest assured there are no minimum lock in periods or any exit fees or penalties. Simply tell us and we will turn your fee off.

We fully expect Clients to reflect on the value of taking financial planning advice and hold us to account. [One study by index-investing giant Vanguard](#) found that developing, delivering, and sticking to a robust financial plan can add up to 3% per annum.

To support this expectation, as a Client of Finura, you can expect the following as part of our ongoing service:

- 01** A proactive response to any personal, macro-economic or regulatory events with access to Client communications, Thought Leadership and relevant events
- 02** 24/7 access to our digital Wealth Platform, contact with our planners and Client Support Team during office hours and a connection to our professional network of accountants, mortgage lenders, will writers as required
- 03** A pro-active invitation to an annual face-to-face, videocon, or telephone meeting conducted in the UK. This will cover a review of your values, goals and objectives and an update to your Lifestyle model to keep your plan on track
- 04** Continuous monitoring of investment performance, risk and suitability and ongoing prompts to ensure effective asset allocation, tax harvesting, use of tax allowance(s) and rebates
- 05** A review of existing recommendations and suitability plus a re-disclosure of valuations, costs and charges. No further fees are payable for routine account management or investment top ups where no new advice is given

FEE EXAMPLES

The examples below show our anticipated initial and ongoing fees on common areas of work we deliver.

EXAMPLE ONE - REVIEW OF 2 PRE-EXISTING PENSION PLANS VALUED AT £500,000

Example services

- Guide to flexible drawdown and other retirement options
- Introduction to the principals of creating a 'sustainable income withdrawal rate'
- Comment on the income, inheritance, annual and Lifetime allowance tax position
- Portfolio recommendation and implementation

| | | |
|------------------|-----------------|---------|
| Initial Fee | 17 hours @ £300 | £5,100 |
| Ongoing Fee | @ 1% | £5,000* |
| Total Year 1 Fee | | £10,100 |

EXAMPLE TWO - REVIEW OF A £1,000,000 INVESTMENT PORTFOLIO RESULTING IN 3 NEW SOLUTIONS

Example services

- Comment on tax mitigation strategies
- Analysis of any tax rebates and allowances
- Personal behavioural and financial risk profiling
- Portfolio recommendation and implementation

| | | |
|------------------|-----------------|----------|
| Initial Fee | 11 hours @ £300 | £3,300 |
| Ongoing Fee | @ 1% | £10,000* |
| Total Year 1 Fee | | £13,300 |

EXAMPLE THREE - DELIVERING ADVICE FOR A FAMILY WEALTH PRESERVATION STRATEGY

Example services

- Overview of available inheritance tax planning strategies
- Check on Wills, Power of Attorney and Trusts
- Options on Long term care and funding
- Estate planning report with estimated savings

| | | |
|------------------|----------------|--------|
| Initial Fee | 7 hours @ £300 | £2,100 |
| Ongoing Fee | @ 1% | N/A |
| Total Year 1 Fee | | £2,100 |

* If your investment performs well and the value increases, so will our fee. Conversely, if your investment decreases so does our fee. For example, if your portfolio were to grow from £500,000 to £750,000 our planning fee would increase from £5,000 per annum to £7,500 per annum.

HOW WE PROTECT YOUR DATA

At Finura we take data protection seriously and follow Schroders outstanding Global Information Security Strategy.

Through combining cutting edge monitoring and alert systems, encryption, two factor authentication, secure email and more, you can be assured that your personal and financial data is secure, and that we will treat anything you share with us as strictly confidential.

It goes without saying that, as part of our working relationship, we are required to collect, process and hold personal, financial and health information. We promise never to process it other than for legitimate purposes and it will be used solely for the purpose of getting to know you, and for the benefit of delivering our service to you.

Where personal data is collected, it will be processed in accordance with the UK General Data Protection Regulation (UK GDPR), and we are a data controller of such personal data as defined by UK GDPR. To fulfil any instructions, we may be required to pass data to EWN and/or third party service providers such that they may carry out the services that they provide to us. We may also have to share your health data with relevant regulators as required by law or regulation.

In 'Your declaration' below, you provide us with your consent to the above processing and sharing of your health data. We may not be able to provide a full range of services without such consent, and withdrawal of consent may require us to stop providing our services to you.

Full details of how we process personal data can be found in our Privacy Notice at <https://www.finura.co.uk/privacy-policy/>.

THINGS YOU SHOULD KNOW

OUR AUTHORISATIONS

We are covered by the Financial Services Compensation Scheme (FSCS) and are authorised to advise on services and solutions to UK residents, whilst on UK soil. This provides Clients with added protection and peace of mind, as you may be entitled to compensation from the FSCS if we cannot meet our obligations. This is dependent upon the type of business, the circumstances of the claim and the eligibility of the claimant. Most types of investment, insurance, pension business and mortgages are covered by the FSCS up to specific limits. Generally these limits are:

| | |
|--------------------|--|
| Investments | Most types of investment business are covered for up to a maximum of £85,000 |
| Pensions | Most types of pension business are covered for up to a maximum of £85,000 |
| Insurance | Most types of insurance contacts are covered for 90% of the claim, without any upper limit |
| Mortgages | Advising and arranging is covered up to a maximum of £85,000 |

Further information about this compensation scheme arrangement, and limits that apply to the various types of business, can be found on the FSCS website www.fscs.org.uk or by contacting them on 0800 678 1100.

FINURA ADVICE OPTIONS

Finura offer a variety of advice options including:

- Full Advice Full financial review based on the permitted areas of the market we can operate in
- Focused Advice Review based on limited aspects of financial planning only at your request
- Execution Only Implementation of one-off transactions instructed by you.

CLIENT CATEGORISATION

Unless we notify you in writing to the contrary, we will be treating you as a "Retail Client" for regulatory purposes. This means that you are afforded the highest level of protection under the regulatory system and may have the right to take any complaint to the FOS.

FINURA ADVICE PERMISSIONS

Finura offers whole of market advice across protection, mortgages, Venture Capital Trusts, Enterprise Investment Schemes and Inheritance Tax planning solutions.

For investment our house view is that Client asset is often best managed by dedicated investment teams under a discretionary mandate. Using our experience, we have created our own Centralised Investment Proposition (CIP). We choose to restrict Client discretionary permissions to the Fusion Wealth platform as the platform is cost competitive, with a high degree of functionality.

When recommending our CIP or where suitable, a third-party discretionary fund management service to run your investments on a discretionary basis, we do so to ensure that your portfolio will run in real time and there is no need to advise you every time an underlying change needs to be made. The benefit to you as our Client is that this approach allows for trading to be done as easily and efficiently as possible and that dealing charges will, in most cases be reduced.

If our CIP or Fusion is not suitable for your particular need then we will always perform due diligence on all available marketplace solutions to ensure Clients receive the best possible outcome.

INVESTMENT OBJECTIVES AND RESTRICTIONS

Following the issue of this document, any subsequent advice or recommendation offered to you will be based on your stated objectives, acceptable level of risk and any restrictions you wish to place on the type of investments, policies or companies you are willing to consider. Details of your stated restrictions and objectives will be included in the Suitability Report we will issue to you to confirm our recommendation. Unless confirmed in our initial discussion, to the contrary, we will assume that you do not wish to place any restrictions on the advice we give you.

TRANSACTING BUSINESS

Finura has direct agreements in place with selected Discretionary Fund Manager's (DFM's) some of which are as 'Agent as Client' and some "Agent of Client". In instances where we make a recommendation for a DFM service, we will confirm the contractual arrangement in place. Where the recommendation is for an Agent as Client service, by agreeing to the terms, you are authorising Finura 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 agreements and giving instructions in connection with investment mandates offered by those chosen discretionary managers.

In the case of Discretionary mandate being recommended, the DFM has no direct contractual relationship with you, the investor, you and 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 recommendation is for an Agent of Client service, by agreeing to these terms, you are authorising Finura 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 the provision of services and the DFM will recognise you as their Client. 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.

By signing this Service Charter, you are giving your adviser permission to accept paper, electronic and verbal instructions to transact business on your behalf. This will be especially relevant to switching investment funds. Verbal instructions will only be taken where the advising firm has call recording facilities. Any instruction received will be considered genuinely given and duly authorised.

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

TARGET MARKET

At Finura, any recommendation made by an adviser will be after completing the appropriate product governance in relation to the target market of funds and is conducive to your attitude to risk and in line with your current circumstances and objectives.

HANDLING CLIENT MONEY

The firm does not handle Client's money. We never accept a cheque made out to us (unless it is a cheque in settlement of fees, charges or disbursements for which we have sent you an invoice, which would be made payable to Evolution Wealth Network Ltd) or handle cash.

OTHER CHARGES

Depending on the services we provide, there may be costs and charges (including taxes), not charged by us, but related to the financial solutions we arrange for you. These charges may be one-off charges payable up front or charges payable on an ongoing basis. We will always disclose any third-party costs as part of making our recommendations.

Common examples are:

Service costs where, if your investments are held on a platform (an online investment administration service) or held with a DFM, the provider will charge for administering and or managing your investments.

Investment costs which are the costs relating to the manufacturing and managing of your investments – for example, the fees charged by the investment fund manager and costs relating to investment transactions.

AGGREGATED COSTS DISCLOSURE

Before we provide you with our advice, we will add together all the costs and charges payable so that you are able to understand the overall costs of our services and recommendations. This is referred to as aggregated costs and charges information.

FEE BANDING REVIEW

Our ongoing service fees are reviewed at your annual meeting.

FEE CANCELLATION

Please note that the ongoing service fee can be cancelled at any time, and the service you will receive will stop with immediate effect. Over time this could result in your financial arrangements not remaining suitable for your needs and your investments no longer performing as desired. We would therefore strongly encourage you to contact us first if you are intending to cancel the ongoing service fee to discuss what other options are available to meet your needs.

WHAT IS NOT INCLUDED IN OUR FEES?

Will Writing, advice on trusts outside of a product and complex tax calculations and advice. In addition, we will 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 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 may arise during the course of discussions with us.

PAYMENT OF FEES

Whether you choose to pay your fees from a plan or product or by direct invoice, our payment terms are one month from completion of works; we define this as the date on which you receive our final Suitability Report relating to the advice in question.

It can be arranged for your total fees to be deducted from the investment amount at the 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 upon issue of a direct invoice. Your choice can be made in the Client Declaration section of this document.

If payment is not received within this period, then we reserve the right to charge statutory interest on the fees due. We also reserve the right to recover any legal costs and expenses incurred in the process of collecting outstanding fees from you. If you are having difficulty settling our fees, we would encourage you to speak with your Adviser at the earliest opportunity.

TAX EFFICIENT FEE COLLECTION

As part of the overall financial planning process we will also consider how best to charge for our service. In almost all cases, this is best taken from contracts which either obtain tax relief on creation or are taxed on exit because this effectively saves you this percentage in tax. For example, if our fee to manage your pension investments was £1,000 which was taken via the pension itself, the net cost to you may be as low as £550*.

*This example assumes that you are a 45% tax payer and have the ability to pay £1,000 into your pension rather than pay a cheque. This is our interpretation of current tax law which is always subject to change and therefore there is no future guarantee that we can retain tax efficiency of future fee payment.

Exceptions to the above are ISAs which do not receive tax relief but grow tax free (subject to the 10% tax credit) and are tax free on exit, therefore, it would be prudent to pay the annual management charge outside of the wrapper from a cash account. This would have the added advantage of reducing the growth on the cash account which effectively saves paying savings tax of up to 40% on the amount of the fee.

By using the above, you can save a large amount on the payment of overall fees by engineering the payment from tax efficient sources. The net effect of this approach can reduce fees by up to 45%.

REFUNDS AND CANCELLATION POLICY

Fees are payable subsequent to our Professional Advice Services being provided, and therefore refunds are not available in normal circumstances. Fees paid in respect of regular or annual services are not refundable. However, any ongoing services may be cancelled upon request. Please also see "Rights to Cancel" above, in respect of cancelling individual products or policies.

Should a refund be required due to any element of dissatisfaction on your part, this should be approached via our normal Complaints procedure as outlined below. We will try to resolve the issue to your satisfaction, which may include offering a discretionary refund.

Where you arrange to pay initial fees directly by way of a standing order, but cancel payment before the agreed number of payments has been made, we will contact you to make arrangements to recover the outstanding fees.

VALUE ADDED TAX

As we act on your behalf as an intermediary, our fees are presently exempt from VAT which means we do not usually have to make an additional charge of 20%. If we do have to charge you for a service which is subject to VAT, we will inform you in advance.

NON-PROCEEDING BUSINESS / CANCELLATIONS

Should we undertake research and analysis work on your behalf, but you decide not to take up our recommendations, we reserve the right to charge you a fee to cover our time. This will be proportional to the amount of work completed and be represented by a rate of £300 per hour and subject to our minimum fee.

RIGHT TO CANCEL

We will inform you of any statutory right to cancel that may apply and the timeframes applicable. For life or pension products, this is usually 30 calendar days. However, there may be occasions where no statutory rights are granted, and we will inform you of this before any contract is initiated and completed.

DISCRETIONARY MANAGEMENT FACILITY

Our CIP is proactively managed on your behalf which reduced the need for Finura to contact you every time an underlying change needs to be made. This makes investment management much faster and more efficient.

Where suitable we will offer you the chance to run your investments on a fully discretionary basis. In this case we will undertake appropriate due diligence in recommending a Discretionary Fund Manager (DFM) and attend meetings with you and the DFM where needed to ensure the relationship is established correctly. Where you would like to apply for this service, you will need to sign a discretionary agreement and we will inform you if there are any additional fees to pay.

INSURANCE POLICIES

Under the Retail Distribution Review (RDR) rules, the FCA affords flexibility in respect of how Financial Advisers are remunerated for advising and arranging on Insurance policies. We offer products from a range of Insurers and will advise and make a recommendation for you after we have assessed your needs. You will pay for this advised service by commission. Where we are paid by commission the exact amount will be disclosed to you before any application is made.

Although you may pay nothing to us up front that does not mean that our service is free. You still pay us indirectly through deductions from the amount you pay into your product. We are covered by the FSCS. 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. Insurance advising and arranging is covered for 90% of the first claim with no upper limit. For compulsory classes of insurance, insurance advising and arranging cover, for 100% of the claim, without any upper limit.

Further information about compensation scheme arrangements is available from the FSCS.

PROVIDING INFORMATION TO YOUR INSURER

Your protection cover is based upon the information you provide to the insurance company. All Clients must disclose all 'material facts' (any information that may influence the insurer's decision over cover or terms) prior to inception and up to the commencement of the policy. Where you are buying insurance as an individual, this means that you must take 'reasonable care' to answer all questions asked by the insurer fully and accurately. Failure to provide accurate and up to date information may invalidate your cover and mean that a claim may not be paid.

LEGAL ENTITY IDENTIFIERS

MIFID II has introduced the requirement for Legal Entity Identifier's (LEIs) to be obtained for Clients who are companies, charities or trusts. If you are a Client who is a legal entity or structure, including a company, charity or trust, you will need to make arrangements to obtain an LEI code if you want the firm to continue to act on your instructions or make a decision to trade on your behalf from 3 January 2018 onwards. Your adviser will be able to provide further guidance on the application process.

MATERIAL INTEREST

Occasions can arise where we, or one of our customers, will have some form of interest in business that we are transacting for you. If this happens, or we become aware that our interests or those of one of our other customers conflict with your interests, we will inform you in writing and obtain your consent before we carry out your instructions and detail the steps we will take to ensure fair treatment. We have arrangements in place to ensure our clients are treated fairly, and we have a conflict of interest policy in place to help us manage any risks that may arise. This is intended to ensure that effective organisational and administrative arrangements are always in place so that we can take all reasonable steps to prevent conflicts of interest.

DELAY IN PROCESSING

We cannot be held responsible for delays beyond our control. If our performance of the services is affected by an event outside our control, then we will contact you as soon as possible to let you know and we will take reasonable steps to minimise the effect of the delay.

Provided we do this, we will not be liable for delays caused by the event but if there is a risk of substantial delay you may contact us to end the agreement and receive a refund for any services you have paid for but not received. We will need certain information from you so that we can provide the services to you. We cannot be responsible nor liable for any costs or losses sustained or incurred by you as a result of us providing the services late or not providing any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

DATA PROCESSING

If at any time you wish us, or any company associated with us, to cease processing your personal data or sensitive personal data, or contacting you for marketing purposes, please contact The Data Protection Officer on (01403 334455) or in writing at Holmwood House, Broadlands Business Campus, Langhurstwood Road, Horsham, West Sussex, RH12 4QP. Subject to certain exceptions, you are entitled to have access to your personal and sensitive personal data held by us.

OUTSOURCING AND USE OF AGENTS

We may delegate any of our functions to a third party and may provide information about you and your investments to any such third party. We will remain liable for the acts and omissions of our delegates as if they were our own.

We may employ agents to perform any ancillary services required to provide you with our services under this agreement. We will act in good faith and with due diligence and reasonable care in the selection, use and monitoring of agents.

COMMUNICATIONS

Where we communicate with you by email, documents sent to you (whether or not containing confidential information) will not be encrypted unless you request us in writing to encrypt outgoing mail and we are able to agree with you and implement mutually acceptable encryption standards and protocols.

It is your responsibility to protect your system from viruses and other harmful data, code or devices, though we do try to eliminate them from e-mails and attachments. We may monitor or access any or all emails sent to us.

CALL RECORDING

All telephone calls are recorded for regulatory and training purposes and these will be referred to as part of our advice records. All call recordings will be used to minimise ambiguity in our discussions or instructions received and are encrypted for security and integrity purposes. These records will be kept in line with regulatory and statutory requirements, and will be retained for a period of at least 6 years.

In order to meet our regulatory obligations; calls concerning advice and transactions may not be carried out via our adviser's mobile phone number, and any such calls will need to be conducted through the recorded office number stipulated.

CYBER SECURITY

Sophisticated fraud attempts via email are notoriously hard to detect and ever-increasing in complexity. Finura will always remain vigilant and exercise caution whilst communicating with Clients and will never send bank details or payment instructions via email, as it is not a secure medium. Should you ever receive such a request or instruction, please notify us immediately via telephone.

LAW

This Service Charter and any dispute or claim will be governed and shall be construed in accordance with English law and the parties shall submit to the exclusive jurisdiction of the English courts to settle any disputes or claims which may arise out of (or in connection with) this Agreement between us and you.

FRAUD PREVENTION

Finura is committed to upholding the highest standards to preventing fraud and corruption from occurring and to developing an anti-fraud culture and adhering to the standards as required by the UK Bribery Act 2010 and Proceeds of Crime Act 2002. To achieve this Finura will develop and maintain effective controls to prevent bribery, corruption and fraud and will take all such matters extremely seriously.

LIMITATIONS LIABILITY

If we fail to comply with the terms of this agreement, we are not liable to you for any losses suffered unless such losses are directly caused by our negligence, wilful default or fraud.

In such circumstances, we will be responsible for loss or damage you suffer that is foreseeable as a result of our breaching these terms or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us at the time of implementing an investment.

If we act for you as a business, we are not liable for business losses. As such if you use the services for any commercial or business purpose we will have no liability to you (whether in contract, tort (including negligence), breach of statutory duty, or otherwise) for any loss of profit, loss of business, business interruption, or loss of business opportunity.

Our maximum aggregate liability under, or in connection with, this agreement whether in contract, tort (including negligence) or otherwise, shall in all circumstances (other than as set out below) be limited to a sum equal to £5.4million. Nothing in this paragraph attempts to exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; or for breach of those legal rights in relation to the services which are granted to you by statute and may not be limited or excluded.

CONSUMER DUTY AND FAIR VALUE

Our recommendations will be made after completing the appropriate due diligence in relation to the target market of the products and services involved and will be in line with your attitude to risk, investment objectives and your current circumstances, and we will clearly present the value of the products and services recommended to you. We will discuss our 'Fair Value Statement' with you and provide you with a copy – it gives you a brief overview of our firm and introduces our services, explaining the value we add and benefits you can expect by engaging with us.

TERMINATION

You may terminate this agreement at any time for any reason. Notice of this termination must be given in writing. You may terminate our appointment at any time without penalty. Please bear in mind that if you give us notice to end these terms with immediate effect and ask us to sell your investments this could result in losses and tax consequences, for which you are responsible, and it may take some time to realise certain assets. Any pending transactions when notice has been given may not be able to be cancelled and will need to be complete and settled even if this occurs after the date of the notice of termination. You will need to pay any outstanding amounts owed to us including our fees and any additional expenses incurred by us as a result of the termination up to the date of termination. We may terminate this agreement on 14 calendar days' notice to you without having to give you a reason. We may also terminate this agreement or suspend the services being provided to you, immediately by written notice in the following circumstances:

- i. if you fail to respond to our demands for payment or you do not pay us any money you owe us within 7 calendar days of our reminder;
- ii. if you breach any terms of this Agreement and you do not correct this within 5 calendar days notice to do so or such breach cannot be corrected;
- iii. you are unable to pay your debts as they become due, or you undergo an insolvency process (or similar process) that affects you or your property;
- iv. if we need to do so for legal, regulatory or operational reasons or where we suspect fraud, money laundering or other crime;
- v. you do not provide, when requested by us, information which we may reasonably request under this Agreement or if you provide us with false, incomplete, inaccurate or misleading information;
- vi. we reasonably believe that providing services to you might expose us to action or censure from any government, regulator or law enforcement agency;
- vii. we reasonably believe that providing services to you might damage our reputation.

Please note that we may give you the reason for ending this Agreement immediately, but we do not have to. Termination will not affect accrued rights, responsibilities, existing commitments or any contractual provisions intended to survive termination. This Agreement will continue to govern the legal rights and obligations that arose under this Agreement, or which arise due to the ending of this Agreement.

COMPLAINTS

Our complaints procedures are available on request. If you wish to register a complaint, please e-mail or wrote to the 'Complaints Manager' at complaints@benchmarkcapital.co.uk or Benchmark Capital Limited, Broadlands Business Campus, Langhurstwood Road, Horsham, West Sussex, RH12 4QP.

Alternatively, you can telephone 01403 334455. If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service (FOS) further details of the FOS can be found at www.financialombudsman.org.uk or by contacting them on 0800 023 4567.

YOUR DECLARATION

In order to look after you as a Client, to hold personal data and transact business on your behalf, please confirm your preferences below:

INITIAL PLANNING FEES

I/We agree to pay initial fees, where appropriate, from my/our investments or alternatively via a direct invoice. For protection and insurance products, I/We agree fees are paid by way of commission.

ONGOING PLANNING FEES

Please settle by annual/monthly deduction from my/our investment(s)

Please settle by invoice or standing order

I/We do not require any ongoing services. I/We understand that my investments will not be kept under review and any future services I/We request may be subject to further charges

ONGOING COMMUNICATIONS

I/We would like to receive invitations to Finura curated events

I/We would like to receive Finura thought leadership and investment/market commentary

I/We am happy for Finura to connect with me on LinkedIn, Twitter and Facebook

We send all communications via email so please ensure you keep us up to date if your email address changes.

DATA PROTECTION

I/We understand and consent to Finura processing my personal and health information if relevant and sharing this with Evolution Wealth and/or third party providers*

* Please note that by not ticking this box we are unable to process your personal data or transact business on your behalf. Where a Client is under the age of 16 consent must be given by either the parent or legal guardian for this data to be processed.

I/We confirm that I/We have received and read the Finura Service Charter and, prior to any work commencing, have received a Work Scope and Fee Proposal and that I/We have read and understood the non-contingent fee model and terms of payment. I/We confirm that the Service Charter will come into effect from the date of my/our signature and that I/We agree to the terms within.

I/We confirm that I/We am/are UK resident, and that all advice given by Finura on their products and services will be given whilst on UK soil. Any ongoing service has been agreed whilst I/We remain a UK Resident. I/We confirm that should I/We become a resident of any other country in the future, that I/We will need to inform Finura as soon as this happens if I/We wish to continue to receive an ongoing service.

CLIENT ONE

Name

Signature

Date

CLIENT TWO

Name

Signature

Date



FINURA

5th Floor, 20 Old Bailey, London EC4M 7AN
T: +44 (0)20 8057 8004 E: hello@finura.co.uk W: finura.co.uk

Finura Partners is an Appointed Representative of Evolution Wealth Network Limited who are authorised and regulated by the Financial Conduct Authority and based at Holmwood House, Broadlands Business Campus, Langhurstwood Road, Horsham, West Sussex, RH12 4QP.

Finura Partners Limited are registered in England under Companies House number 09560937, 15 Bowling Green Lane, London, England, EC1R 0BD.