

PILLING & CO
STOCKBROKERS LTD

HENRY PILLING HOUSE
BOOTH STREET
MANCHESTER
M2 4AF

TEL: 0161 832 6581
FAX: 0161 832 0815
WEB: www.pilling.co.uk

Client Agreement

Client name:	
Account No (s):	
Executive:	
Date:	

Please note: - If you are a Company, Trust or Charity you must supply details of your LEI	
LEI Number	
Expiry Date	

CA1218

Consent to process ‘special categories’ of data

Under the General Data Protection Regulation (GDPR), we are obliged to obtain your consent if we wish to process ‘special categories’ of your data e.g. information relating to your race, ethnic origin, politics, religion, trade union membership, genetics, biometrics (where used for ID purposes), health, sex life or sexual orientation.

Why would Pilling wish to process such data?

As we provide you with advice or discretionary management we have obligations under our regulator the Financial Conduct Authority (FCA) to obtain sufficient ‘know your client’ information to ensure suitability of our advice or investment decisions. This may mean that on occasion we need to process special category data; for example, if you had a health condition which meant that you needed to access your investments within a certain timeframe we may record this information in your Client Agreement or as a file note.

When is consent not needed?

We do not need to obtain your consent if the information is manifestly in the public sphere; for example if you have a religious title.

How will the data be stored and how long for?

We will store the information electronically and in paper format. We generally store all client data indefinitely, even if our business relationship has ended, in case we need to rely upon the information in the event of a dispute.

However, please see *Section 26: How we use your personal data* of our General Terms and Conditions of Business for details of your rights as a data subject, including the right to request erasure of data.

Who will Pilling share the data with?

We will share this data with data processors when it is necessary for us perform our contract with you and/or we have a legitimate interest or legal obligation to do so under the GDPR; an example being the use of external software systems to store your account data. We may provide information to our regulators and their successors and to our auditors and professional advisers on a ‘legal obligation’ or ‘legitimate interests’ basis.

If you ask us to share your account details with another organisation (e.g. a financial advisor) this may include special categories of data.

What if I do not want to provide consent?

We are not able to use consent as a condition to enter into a contract with us, however in reality it will be difficult for us to manage your account in line with FCA suitability rules if you do not do so. If you have concerns about providing consent for us to process this data you may find it useful to speak to your Investment Manager before making a decision.

If you are happy to provide consent for us to process special categories of your data please confirm by signing and dating your acceptance to the statement below (if this Agreement relates to more than one individual, each should sign and date it):

I confirm that I consent to you processing special categories of my data in the manner described above.

Pilling & Co Account Number(s):

Name:

Date:

Signature:

CLIENT INVESTMENT QUESTIONNAIRE

This agreement should be completed if you require **Advice, Investment Management, Discretionary Management** or any additional services listed later in this document. Please indicate your preferences by initialling the appropriate boxes, signing the form and returning the complete copy of the agreement. The Financial Conduct Authority (FCA) rules require us to obtain such information about your investment objectives, financial resources and personal background as may be necessary to ensure the suitability and quality of our investment advice or the extent of discretion exercised on your behalf.

Account Title		Account Number	
---------------	--	----------------	--

	Self	Spouse/Other
Surname		
Forename (s)		
Address		
Postcode		
Email Address		
Tel. No. Home		
Mobile		
Tel. No. Work		
Date of Birth		
Nationality (If non UK please give Tax Identification Number (TIN) below		
TIN (if non UK)		
National Insurance Number		
Occupation (previous occupation if retired)		
Employment Status (self employed, part-time, full-time etc.)		
Marital Status		
No. of Dependents & Ages		
Income Tax Rate	45% / 40% / 20% / 0% Other:	45% / 40% / 20% / 0% Other:
Employment Income	£	£
Guaranteed Pension Income	£	£
Other Pension Income	£	£
Rental Income	£	£
Other Income	£	£

	Self	Other
Value of Main Property	£	£
Value of Other Property	£	£
Mortgage (s) Outstanding	£	£
Cash Savings	£	£
Investments (excl. Pilling)	£	£
Investments with Pilling	£	£
Other Assets	£	£
Overdraft/Loans/Credit Cards	£	£
Other Debts	£	£
Approximate monthly Expenditure (Utilities, Vehicle Fuel and Tax etc.)	£	£

TAX RESIDENCY

Are you resident in the UK for tax purposes?

YES

NO

(Please initial)

(excluding crown dependencies, Channel Islands, Isle of Man etc)

If no, please state the country you are resident in for tax purposes. Please also declare here if your place of birth is in the USA or if you hold a US Green card.

CAPACITY FOR LOSS

To assist us in understanding your capacity for loss, please initial one of the following statements that best describes the effect that a 25% reduction in the value of your investments or income generated from your investments would have on your lifestyle.

For example, you have invested £100,000 that earns an income of £4,000 per year. Should the investment fall to £75,000 and the income to £3,000 would you be able to cope financially?

Please note that these figures are for illustration purposes only and are in no way a guarantee of maximum losses.

No impact on my/our standard of living

A small but acceptable impact on my/our standard of living

A large but acceptable impact on my/our standard of living

An unacceptable impact on my/our standard of living

INVESTMENT OBJECTIVES

Please indicate in this section your investment objectives. Please only initial one box.

Maximise Growth:
Focus on Capital growth, Income is not a consideration

Maximise Income:
Focus on providing an Income, Capital Growth is not a consideration

Balanced Return:
Provides a mix of Capital growth and income.

Other (Give Details)

I plan to use the money invested with Pilling for: (please initial one or more of the boxes)

Retirement Income

Wealth Accumulation

Capital Preservation

Inheritance for Dependents

Education Fees

Debt Repayment

If you feel there is any further relevant information, please disclose it here. For example, *To maximise growth for 10 years then retire with an income of £10,000 p.a.*

TIME HORIZON

Less than 3 years

3-6 years

7-10 years

Over 10 years

Please indicate in this section how soon you may require your investments returned to you. We understand that that circumstances do change over time.

Are there any special circumstances in the future that you would like us to be aware of: e.g. a wedding, moving house or long term care requirements

INVESTMENT RESTRICTIONS AND LIMITS (OPTIONAL)

Types of company to avoid: (e.g. Tobacco, Military etc.)

Geographical areas to avoid: (e.g. Far East, North America etc.)

Maximum Value (£) or Maximum Amount (%)

(Maximum amount which should, ideally, be involved in any one transaction or proportion of portfolio)

We will not automatically seek to rebalance the portfolio when the value of a holding exceeds the designated portfolio weighting or above the maximum value limit due to price movement.

We may buy funds on your behalf that may contain stocks/asset classes/geographical areas that conflict with your restrictions but we cannot monitor this.

Any other considerations you would like us to acknowledge?

EXPERIENCE AND KNOWLEDGE

Please initial the relevant boxes to describe your experience and knowledge of investments

Do you have experience of dealing in any of the following?

Shares

Bonds / Fixed Interest

Funds (Unit trusts, OEICS, replicated ETF's)

Complex stocks (synthetic ET-F's, Hedge Funds, Warrants, derivatives)

How many years experience do you have trading in these products?

None

0-1

1-4

5+

SOURCE OF FUNDS

Please provide a brief description of the source of funding for the portfolio e.g. savings, existing investments, proceeds from property sale.

BANK DETAILS

Name of Bank or Building Society	<input type="text"/>
Account Name	<input type="text"/>
Account Number	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Sort Code	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>

THIRD PARTY AUTHORITY

To give someone third party authority over your account you must complete the Third Party Authority form which is available on request or you can download it from our website www.pilling.co.uk

We will accept the instructions and divulge information about your investments either verbally or via client web access to the third party you name for the purposes of dealing in all types of products, as well as the movement of your investments, between accounts in your name and the payment and receipt of your money to a bank account registered with us until cancelled by you in writing

RISK PARAMETERS

Investing in any asset class will involve risk at varying degrees, and this may result in you not receiving back the original amount you invested. There are many factors to consider such as timing and external financial events.

Please note that the portfolio may hold individual stocks from outside of your risk profile but the overall effect will meet the profile selected.

It is a fact of life that capital growth or a higher income return can only be achieved with some degree of risk. The greater the potential growth or income yield, the higher the risk will be. We suggest that you think about the risks inherent in the investments you are making and in very broad terms, for your guidance we classify the three major risk categories as follows:-

WARNING: - We make every reasonable effort to ensure that your investments meet with your risk requirements. At the time of investment our understanding and the market's opinion in general of a security's risk category will be applied as per your answers on the investment questionnaire. The quality of our service is dependent on the accuracy of the information you provide us with. If you fail to disclose material facts about yourself or supply information that is inaccurate this may compromise the suitability of our services. It is therefore vital that you provide us with a comprehensive and accurate picture of your circumstances and requirements.

PILLING INVESTMENT RISK GUIDE

Please initial the **overall** risk you are willing to accept for the portfolio please refer to the Risk Guide below for details of the risk profile of different stocks

If you require specific risk weightings e.g 25% low 65% medium 10% high please detail this in the boxes below.

LOW RISK

These can include cash and fixed interest sterling denominated securities issued by major governments and corporations. In addition unit trusts, OEICs and ungeared collective investments investing principally in the above are acceptable. Please note however that a high exposure to gilts and other fixed interest securities might constitute a high risk policy since their capital values and the real value of the income that they produce are affected by interest rate fluctuations and inflation

MEDIUM RISK

Medium risk investments may include other fixed interest investments, shares in FTSE 100 Index constituent companies, well-established FTSE Mid 250 companies (perhaps ex-FTSE 100 stocks) and where possible (e.g. where the capital commitment is great enough) a judicious spread of shares in large and medium capitalized companies, Unit Trusts, OEICs, Investment Trusts and similar packaged investments in the major western markets (UK, Europe, North America) as well as internationally diversified examples of such funds are included.

Some sector specialist, ethical and single company country funds can be used as part of a diversified portfolio. Modest portfolio allocation in smaller companies in the major western markets via managed collective investments is also acceptable.

Insurance company and investment management company managed or multi-manager products are generally acceptable, either as part of a portfolio or in isolation.

HIGH RISK

High risk covers all other types of investments not mentioned above and can incorporate weighting or even exclusive concentration on smaller capitalized or recent start-up businesses, junior markets and trading facilities (e.g. AiM and ISDX Growth) or venture capital vehicles. Collective and packaged versions of the above are acceptable as well as offshore, non-sterling denominated or hedge funds. Investments in lesser-developed markets e.g. Asian and Emerging Markets are also included.

Warrants, covered warrants (securitised derivatives), options and other forms of derivatives also come under this category and you are required to complete a further application form (available on request) to help us assess whether complex products of this nature are appropriate for you.

Investment Manager to complete:

I have discussed the risk selection with the client and I am satisfied that based on the information provided the clients capacity for loss and understanding of risk meets the risk tolerance described on page 8. Initial:

Low Medium High

Taking into consideration the information provided I am not satisfied that the risk selection on page 8 is suitable, following discussion and agreement with the client the new risk profile is:

Low Medium High

Further information obtained from the client (e.g. health issues, care plans, income requirements, expectations etc)	Date	Initials

SIGNING OF MAIN AGREEMENT

All clients are required to complete and sign this section before returning the whole document to us.

IMPORTANT NOTICE - If there is anything that you do not understand or if you wish for further clarification, please contact us before you sign and return this agreement.

I / We have read and understood the contents of this Agreement and where appropriate agree to be bound by the terms and conditions stated therein. It is hereby confirmed that where this Agreement is signed by more than one person, we are the joint owners of all cash, securities or other property held for us and that on the death of any one of us such ownership will automatically accrue to the survivor (s) who will continue to be bound by the above terms and conditions as if they had signed alone.

I / We confirm that I am not a US person, resident or green card holder. If you are resident for tax purposes in a country other than the UK* please tell us here

*UK in this definition excludes Isle of Man, Jersey, Guernsey, Gibraltar and other Crown dependencies.

(Bodies corporate should execute under their common seal if they have one and state the capacity of the signatories)

1 Signed	Capacity e.g. Trustee
Full Name	
Address	
Date	
2 Signed	Capacity
Full Name	
Address	
Date	
3 Signed	Capacity
Full Name	
Address	
Date	
4 Signed	Capacity
Full name	
Address	
Date	

**Signed for and on behalf
of Pilling & Co Stockbrokers Ltd**

Dennis L Morgan (Chief Executive)



**DISCRETIONARY MANAGEMENT
SUPPLEMENTARY CLIENT AGREEMENT**

Full Name of Account
e.g. your name/company

A/c No

Report Dates

This Agreement sets out the arrangements under which we will provide our Discretionary Management Services. Please **initial** the box below if you require this service.

DISCRETIONARY MANAGEMENT SERVICE

(initial if service required)

- You will have your own *Personal Investment Manager* who will manage for you the portfolio of cash and investments as detailed on page 10, or as may be maintained in your account from time to time.
- They will have full authority at their discretion, and without prior reference to you, to enter into any kind of transaction or agreement for your account in or relating to the types of investment products listed in the General Terms and Conditions of Business, subject to your investment objectives and any limits or restrictions stated by you in the Client Investment Questionnaire.
- Other than the periodic reviews, statements and valuations referred to below or unless requested by you or your Personal Investment Manager, you will not be contacted with regard to any aspect of the operation of your account.
- You will receive a contract note confirming the details of each transaction carried out on your account within a few days of dealing.
- You will have access to your portfolio valuation on line via our website. If you can not view or do not wish to view on line valuations, a valuation will be sent to you every 3 months.
- Please read carefully paragraphs 1 to 12 (incl.) as these form part of this Discretionary Management Services Supplementary Agreement and then sign the supplementary agreement.

Charges

Management: - An annual management fee of 1.0% on the first £250,000 and 0.5% on the balance thereafter will be charged six monthly in arrears.

Dealing: - Commission on each deal will be levied at the rate of 1.65% on the first £10,000, 0.5% on the next £90,000 and 0.4% on the balance thereafter.

Administration: - An annual custody charge of 0.5% with a minimum of £43.60 with a maximum of £152.60. These fees reduce to minimum £41.80 maximum £146.30 if you are registered for CWA. Custody charges will be charged six months in arrears. However, this charge covers ALL your accounts with Pilling's including ISAs, SIPPs, Nominee, PIPs and Own Name services. We will total the value of all your accounts with us and apply the maximum cap.

Please refer to our rate card in our T & Cs for an illustration of costs and charges.

**INVESTMENT MANAGEMENT
SUPPLEMENTARY CLIENT AGREEMENT**

Full Name of Account
e.g. your name/company

A/c No

Report Dates

This Agreement sets out the arrangements under which we will provide our Investment Management service. Please **initial** the box below if you require this service.

INVESTMENT MANAGEMENT SERVICE

(initial if service required)

- You will have your own *Personal Investment Manager* who will monitor your portfolio as detailed in the schedule on page 10, or as may be maintained in your account from time to time. They will contact you with information and advice on investments and corporate actions (rights issues, takeovers, mergers, new issues etc) that are relevant to the investment objectives and risk parameters you have provided in the Client Investment Questionnaire
- Please state if you have any restrictions on how and when you wish to be contacted.

- We will not change your portfolio or conduct any other business on your behalf without consulting you and receiving your specific instructions in the manner as requested by you above.
- You will receive a contract note confirming the details of each transaction you have instructed within a few days of dealing.
- You will have access to your portfolio valuation on line via our website. If you can not view or do not wish to view on line valuations, a quarterly valuation will be sent to you.
- Please read carefully paragraphs 1 to 12 (incl.) as these form part of this Investment Management Services Supplementary Agreement and then sign the supplementary agreement.
- We fully comply with the FCA requirement to make available a KIID or “Key Initial Investor Document” and KID “Key Information Document” where required for each of the packaged products you buy or sell. These documents are marketing tools containing important information about the fund and its charges and we are required to check you have read before we purchase units in a packaged product

Charges

Management: - An annual management fee of 0.75% on the first £250,000 and 0.5% on the balance thereafter will be charged six monthly in arrears.

Dealing: - Commission on each deal will be levied at the rate of 1.65% on the first £10,000, 0.5% on the next £90,000 and 0.4% on the balance thereafter.

Administration: - An annual custody charge of 0.5% with a minimum of £43.60 with a maximum of £152.60. These fees reduce to minimum £41.80 maximum £146.30 if you are registered for CWA. Custody charges will be charged six months in arrears. However, this charge covers ALL your accounts with Pilling’s including ISAs, SIPPs, Nominee, PIPs and Own Name services. We will total the value of all your accounts with us and apply the maximum cap.

Please refer to our rate card in our T & Cs for an illustration of costs and charges.

Account number (s) to be managed under the agreement
 (We will assume all assets under these account numbers
 are to be managed unless otherwise stated).

Or DETAILS OF CASH AND SECURITIES TO BE MANAGED

Amount	Security	Type of A/C	Book Cost	Value
Total Value as at				£

**OTHER TERMS AND CONDITIONS
OF THE SUPPLEMENTARY AGREEMENT(S)**

1. **Our Charges and Fees** for the Investment Management Service and the Discretionary Management Service are as stated in this document. There is no ongoing charge for our Adhoc Advice Service. charges are available on our website at www.pilling.co.uk.
2. **Investment Objectives** - we will proceed on the basis that your investment objectives and risk parameters are as set out by you in the Client Investment Questionnaire. We will periodically write to you to confirm that these objectives are unchanged and to carry out a suitability review. In any event, should you wish to modify them you must notify us in writing as soon as possible.
3. **Limits and Restrictions** - unless you inform us otherwise in writing, we will proceed on the basis that your requirements are those stated in the Client Investment Questionnaire.
4. **Execution Only Arrangements** - transactions conducted on your behalf will always be entered into under the principles of *suitability and best execution*. However, on some occasions you may wish to instruct us to carry out transactions which you will not expect us to be responsible for advising you about their investment merits.
5. **Portfolio Review and Performance Report** - for Discretionary Management and Investment Management services we will send you an in depth analysis and review of your own portfolio every 6 months, a statement, a reconciliation of its performance and a general economic report. A statement and valuation will be sent during the quarters between these reports normally via Client Web Access (CWA).
6. **Basis of Performance Measurement** – the percentage increase or decrease in the value (see 8 below) of your portfolio since your last report will be shown alongside the percentage change (over the same period) in the level of an agreed benchmark (e.g. FTSE All Share Index) that is appropriate for the investment objectives and level of risk you have stated (see 3 above).

If your total portfolio value drops by 10% (and multiples of 10% thereafter) from the value at the last agreed reporting date we will inform you before the end of that business day. Where you have given authority to another person to act on your behalf, for example a Financial Advisor, we may provide this report to them rather than you directly.
7. **Basis of Valuations** - investments quoted, listed or regularly dealt on a recognised investment exchange will be valued at their middle-market quotation on that exchange unless stated otherwise. Unquoted investments will be valued at cost or such other value as we may consider appropriate at the time. Current exchange rates will be applied when valuing holdings in foreign currencies. We reserve the right to adopt any other method of valuation when we have reasonable grounds for believing that another approach more accurately reflects the market value of a particular investment.
8. **Stabilisation** - we may recommend to you or deal for you in investments that are subject to the process of stabilisation. Stabilisation is used to artificially maintain the price of a security during the period when a new issue is sold to the public. For a fuller explanation of stabilisation please see our terms & conditions.
9. **Your Money** - we deal with your money in accordance with the client money regulations of the FCA. If we purchase or recommend a purchase of a foreign stock there may be a possibility that a dividend or interest payment could be held for a while in a foreign bank that does not have the same protections as money held in banks in the UK.
10. **Custody of your investments**— we will register your investments in the name of St. Anns Square Nominees Ltd or a nominated sub-custodian subject to a written agreement with Pilling & Co.
11. **Overseas custodians**—where we deposit your assets in non-UK jurisdictions your rights and protections may be reduced. There may also not be separate identification of each investment held.
12. **Termination of Supplementary Agreement** - either party may terminate an investment management, or discretionary agreement by giving one month's notice in writing. You will remain liable for any transactions entered into before notice is received or instructed during the notice period and you will pay any charges or fees due to us under the appropriate Agreement on a pro rata basis.

SIGNING OF SUPPLEMENTARY AGREEMENT(S)

IMPORTANT NOTICE - If there is anything that you do not understand or if you wish for further clarification, please contact us before you sign and return this Agreement.

I have read and understood the contents of this Adhoc Advisory, Investment Management or Discretionary Management Services Supplementary Agreement and agree to be bound by its terms and conditions.

I have also read and understood the main Pilling & Co Client Agreement and Terms and Conditions of Business and accept these as part of the above Supplementary Agreement.

I understand that Pilling & Co cannot make any promises as to the future performance of the portfolio maintained on my behalf and that, so long as they act in good faith, they cannot accept any liability for any loss arising through their exercise of this authority or the management of my portfolio, nor for taxation charges arising for any reason.

It is hereby confirmed that where this Agreement is signed by more than one person, we are the joint owners of all cash, securities or other property held for us and that on the death of any one of us such ownership will automatically accrue to the survivor (s) who will remain bound by the above terms and conditions as if they had signed alone.

Bodies corporate should execute under their common seal if they have one and state the capacity of the Signatories.

1 Signed	Capacity e.g. Trustee
Full Name	
Address	
Date	
2 Signed	Capacity
Full Name	
Address	
Date	
3 Signed	Capacity
Full Name	
Address	
Date	
4 Signed	Capacity
Full name	
Address	
Date	

Signed for and on behalf of Pilling & Co Stockbrokers Ltd

Dennis L Morgan (Chief Executive)

