



## Client agreement

**This agreement sets out the terms under which we will provide our services to you, so it is important that you read it fully and in conjunction with our document (what we do and how we charge). If there is 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:** +353 1 234 37 87
- **Email:** info@euiprivatewealth.com
- **In writing:** EUI Private Wealth Ltd, 26 Upper Pembroke Street, Dublin D02 X361 Ireland.

This agreement sets out our respective obligations and should be read carefully in conjunction with our suitability reports.

Section 4 (useful information about our services) includes details of the protections available to you under the Irish Investor Compensation Scheme. The services we have agreed to provide and the cost for those services are shown in section 5 (services agreed).

## 1. Our obligations

### Our recommendations

- Before providing advice, we will assess your needs, consider your financial objectives and assess your attitude to any risks that may be involved. If you do not 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 might have been given.
- We will confirm any recommendations we make in writing (our suitability report) along with details of any special 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.
- We may, where appropriate, recommend holding some, or all, of your investments with a discretionary fund manager (DFM), a professional investment manager appointed to monitor your portfolio and make investment decisions on your behalf. In such cases we will explain the respective responsibilities of ourselves and the DFM in relation to your investments.

## Protecting your personal information

- We are subject to the requirements of the General Data Protection Regulation 2018 and the Irish Data Protection Act 2018.
- To provide our services properly we will need to collect information about your personal and financial circumstances. We take your privacy seriously and will only use your personal information to deliver our services.
- Sometimes, we may need to pass your personal information to other organisations (e.g. 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). 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.
- As part of this agreement, we will ask you to consent to the transfer of personal information in accordance with the protections outlined above.
- If you are concerned about any aspect of our privacy arrangements, please speak to us.

## 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 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.

## Best execution

- Where we send investment applications on your behalf to third parties (e.g. to put an investment into force), we will take all reasonable 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 would like to see a copy of please ask us.

## Conflict of interests

- Although we will 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 client's conflict with your own interests, we will write to you and ask for your consent before we carry out business for you. We will also let you know the steps we will take to make sure you are treated fairly.
- We have a conflicts of interest policy. If you would like to see a copy, please ask us.
- 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 enhance the quality of service we provide to our clients. As such this does not affect our obligation to act in your best interests. Please ask us if you want further details.

## Communicating with you

- Our normal ways of communicating with you are by telephone, post, e-mail, SMS text message or in person. Our communications will always be in English.
- We may ask you to confirm your instructions to us in writing as this helps to avoid any future misunderstandings.

## 2. 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 is important that you provide us with the information we request about your circumstances and objectives to allow us to provide you with the 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 in section 5 (Services agreed). Your selected payment method is also confirmed in section 5. We will inform you if any payments are subject to VAT.
- Our **initial** charges are payable once we have completed our agreed work.
- In some circumstances we may receive a commission payment from a product provider. Typically, the commission payment will be offset against the charges you owe 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.

- Any products we have arranged for you will only be kept under review as part of an ongoing service for which have agreed to pay. Our ongoing services are optional, but if you agree to purchase an ongoing service, unless otherwise agreed, the ongoing service will be provided as a follow up to the initial service.
- Our charges for **ongoing** services will start alongside the initial charge and typically will be facilitated by the providers or platform.
- **Ongoing** services can be cancelled at any time by informing us in writing (see section 3 – cancellation and amendments) but please note that we do reserve the right to charge you for services we have provided before cancellation.
- Where our charges are based on a % of your investments, the amount of our **ongoing** charges may increase as the size of your fund grows.
- In some circumstances we may receive ongoing payments (commission) from product providers relating to existing investments you hold. Such payments may be taken into account when determining the charges for ongoing services. We will discuss and agree this with you where relevant.
- Pursuant to provision 4.58A of the Central Bank of Ireland's September 2019 Addendum to the Consumer Protection Code all intermediaries must make available in their public offices, or on their website if they have one, a summary of the details of all arrangements for any fee, commission, other reward or remuneration provided to the intermediary which it has agreed with its product producers. This is available on our web site or by request as a separate pdf document.

### 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 the course of discussions with us, to a solicitor or accountant.

## 3. 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 and any outstanding fees, if applicable.

### Amendments

- From time to time, it may be necessary to amend the terms set out in this agreement where it is not necessary to issue a new agreement. If this is the case, we will write to you with details of the changes at least 28 days before they are due to take effect.

## 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.

## 4. Useful information about our services

### Who authorises us to advise you?

- We are authorised and regulated by the Central Bank of Ireland, New Wapping Street North Wall Quay Dublin D01 F7X3, Ireland. Our firm's reference number is C153039.
- We are regulated as a MIFID firm for Investment Advice and for Reception and transmission of orders in relation to one or more financial instruments. We are bound to disclose to clients whether the service provided to you comes within the scope of the Markets in Financial Instruments Directive II (Directive 2014/65/EU) ("MiFID II"), the regulatory regime under which the firm is authorised and supervised by the Central Bank. If our advice to you is outside the scope of this, we will inform you beforehand. We are also regulated as an insurance, reinsurance or ancillary insurance intermediary under the European Union (Insurance Distribution) Regulations, 2018 and as a Mortgage Credit Intermediaries/Mortgage Intermediaries authorised pursuant to Section 31(10) of the European Union (Consumer Mortgage Credit Agreements) Regulations 2016 and Section 151A (1) of the Consumer Credit Act 1995. All our permissions are passported into all EU Countries.
- You can check our details on the Central Bank's Register by visiting <http://registers.centralbank.ie/FirmDataPage.aspx?firmReferenceNumber=C153039> or by contacting the bank on +353 1 224 6000
- Unless we tell you otherwise, we will treat you as a **retail client** for investment business. This means that you are given the highest level of protection available under the Central Bank's Conduct of Business rules.

### What if things go wrong?

- If you are unhappy with our advice or any aspect of our services, we encourage you to contact us as soon as possible. We will do our best to resolve your concerns.
  - **Telephone:** +353 1 237 3787
  - **Email:** [info@euiprivatewealth.ie](mailto:info@euiprivatewealth.ie)
  - **In writing:** EUI Private Wealth Ltd, 26 Upper Pembroke Street, Dublin D02 X361 Ireland
- 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 Services and Pensions Ombudsman (FSPO) may be able to help. The FSPO settles disputes between financial services business and their clients. Full details are available at <https://www.fspo.ie/>

## Additional peace of mind

- We are members of the Investor Compensation Scheme operated by the Investor Compensation Company Ltd.
- The Investor Compensation Act, 1998 provides for the establishment of a compensation scheme and the payment, in certain circumstances, of compensation to certain clients (known as eligible investors) of authorised investment firms, as defined in that Act.
- Where an entitlement to compensation is established, the compensation payable will be the lesser of 90% of the amount of the client's loss which is recognised for the purposes of the Investor Compensation Act, 1998 or Compensation of up to €20,000.
- We are also members of the Brokers Ireland Compensation Fund. Subject to the rules of the scheme the liabilities of its member firms up to a maximum of €100,000 per client (or €250,000 in aggregate) may be discharged by the fund on its behalf if the member firm is unable to do so, where the above detailed Investor Compensation Scheme has failed to adequately compensate any client of the member. Further details are available on request.

## Benefits we may receive.

- Please note that EUI is precluded from accepting free hospitality such as golf trips and tickets to sporting events:
- 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.

## 5. Services agreed:

Financial Planning & Advice: Yes/No

% of Investment Portfolio equating to

**Or** Fixed Fee Charge to be paid by the platform provider.

One off Advice: Yes/No  Fee agreed

Pension Report: Yes/No  Fee Agreed

Pension Transfer: Yes/No  Fee Agreed

Other:

Vat Applicable Yes/No

## 6. Declaration

- 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 Irish Law and both parties shall submit to the exclusive jurisdiction of the Irish Courts.

Signature: Client One: \_\_\_\_\_ on the \_\_\_\_\_

Signature: Client Two: \_\_\_\_\_ on the \_\_\_\_\_

Signed on behalf of EUI PRIVATE WEALTH LTD

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

## Appendix A - Protecting your personal information:

- To provide our services properly we will need to collect information about your personal and financial circumstances. We take your privacy seriously and will only use your personal information to deliver our services.
- Processing of your personal data is necessary for the performance of our contract for services with you. Generally, this is the lawful basis on which we intend to rely for the processing of your data. (Please see the reference to special categories of data below). Our policy is to gather and process only that personal data which is necessary for us to conduct our services appropriately with you.
- We adopt a transparent approach to the processing of your personal data. Sometimes, we may need to pass your personal information to other organisations. If you apply to take out a financial product or service, we will need to pass certain personal details to the product or service provider.
- We may engage the services of third party providers of professional services in order to enhance the service we provide to you. These parties may also need to process your personal data in the performance of their contract with us. Your personal information may be transferred electronically (e.g. by email or over the internet) and we, or any relevant third party, may contact you in future by what we believe to be the most appropriate means of communication at the time (e.g. telephone/ email /letter etc.).
- The organisations to whom we may pass your details also have their own obligations to deal with your personal information appropriately. Sometimes a product or service may be administered from a country outside Europe. If this is the case, the firm must put a contract in place to ensure that your information is adequately protected.
- We will issue you with our Privacy Notice (on request). This is a separate document which provides more information about the nature of our personal data processing activities and includes details of our retention and deletion policies as well as your rights of access to the personal information that we hold on you.
- As part of this agreement, we will ask you to consent to the transfer of personal information in accordance with the protections outlined above.
- **Special categories of personal data:** there are certain categories of personal data that are sensitive by nature. The categories include: data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership and data concerning health. Depending on the nature of the products and services that you engage us for we may need to obtain your sensitive personal data particularly in relation to health. Our policy is that should we require any special category of personal data we will only gather this with your explicit consent.
- If you are concerned about any aspect of our privacy arrangements, please speak to us.

### Consent

#### Sensitive personal data

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

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Please note that you may withdraw this consent at any time by notifying us at our main business address.

We may also engage the services of third party providers of professional services in order to enhance the service we provide to you. These parties may also need to process your personal data in the performance of their contract with us. If you wish to know the names of these third parties please contact us for further information.

**Marketing**

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

**I / we consent to be contacted for marketing purposes by:**

Email  Telephone  Text-message  Post

Please note that you may withdraw this consent at any time by notifying us at our main business address.

Signature: \_\_\_\_\_