

## Investment Terms of Business Letter

### OUR RELATIONSHIP

Any advice or recommendation that we offer to you, will be based on your stated objectives, circumstances and take into account any restrictions that you wish to place on the type of products you would be willing to consider.

With very few exceptions, we will confirm to you in writing the basis of our reason for recommending the products arranged on your behalf.

Your stated objectives will be reiterated in the Suitability Letter, which we will issue to you following our recommendation, along with details of any special risks associated with the product recommended. 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.

Full details of the products we may recommend to you including, for example, the minimum duration of the product, information on the right to cancel or whether no right to cancel arises, and any other early termination rights and penalties, will be covered in the relevant product disclosure information you will receive before conclusion of any contract.

Any products we have arranged for you, will not be kept under review but we will advise you upon your request. **However, we may contact you in the future by means of an unsolicited promotion should we wish to discuss the relative merits of a particular product or service which we feel may be of interest to you.**

**Kassius Ltd is not permitted to handle client money** and we cannot accept a cheque made out to us (unless it is in respect of an item for which we have sent you an invoice) or handle cash.

You or we may terminate our authority 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 these terms of business unless otherwise agreed in writing. You will be liable to pay for any transactions made prior to termination and any fees outstanding, if applicable.

There is no additional cost to you for using a means of distance communication.

If we receive a commission or other form of benefit from the issuer of a security or from another intermediary, we will inform you, but we will not tell you its amount unless you ask us to do so.

In respect of any regular premium policy which we have arranged for you, should you subsequently cease to pay premiums on the policy and in consequence we are obliged to refund the commission that has been paid to us, we reserve the right to charge you a fee representing the amount we have to repay, for a period of up to four years after commencement of the policy. We will not charge any such fee if you exercise your right to cancel in accordance with any cancellation notice sent to you by the life insurance company.

### YOUR PROTECTION

Circumstances can arise where we or one of our other clients will have some form of interest in business being transacted for you. If this happens or we become aware that our interests or those of one of our other clients conflict with your interests, we will write to you and obtain your consent before we carry out your instructions, and detail the steps we will take to ensure fair treatment.

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, which are outside our control. Past performance is not necessarily a guide to future performance.

In most cases you can exercise a right to cancel, by withdrawing from the contract recommended to you. In general terms you will normally have a 30 day cancellation period for a life or pension policy and a 14 day cancellation period for all other policies. Please note that in most instances you will not be able to exercise a right to cancel in connection with the purchase of shares, units in a collective investment scheme and unit linked life/pension policies when sold at a distance. Additionally, any contracts arranged at your explicit consent (normally referred to as "execution only") do not provide cancellation rights.

The start of the cancellation period will normally begin when you are informed that the contract has been concluded or, if later, when you have received the contractual terms and conditions. In other cases, the cancellation period may begin on the day the contract is concluded or, if later, the day on which you receive the contractual terms and conditions. Instructions for exercising your right to cancel, if applicable, will be contained in the relevant product disclosure literature we will issue to you.

We will endeavour to make arrangements for all your investments to be registered in your name unless you first instruct us otherwise in writing. All Policy Documents will be forwarded to you as soon as practicable after we receive them. If there are a number of documents relating to a series of transactions, we will normally hold each document until the series is complete and then forward them to you.

#### **DATA PROTECTION**

Some services are provided to Kassius Ltd by third parties such as processing business or obtaining compliance or regulatory advice, which warrant the disclosure of more than just your basic contact details. You agree that personal information held by Kassius Ltd may be disclosed on a confidential basis, and in accordance with the Data Protection Act 1998, to any such third parties. You also agree that this information may be transferred electronically, e.g. email and you agree that ourselves, or any such third party, may contact you in future by any means of communication which we consider appropriate at the time.

#### **YOUR CONSENT**

I have read the above terms and fully consent to the terms imposed and I authorise the transfer of information, on a confidential basis when warranted between any such third parties. I acknowledge that the Terms of Business Letter will come into effect from the date of issue and I acknowledge receipt of the Initial Disclosure Document 'keyfacts about our services' and (where applicable) the Menu 'keyfacts about the cost of our service'. I also confirm that I am happy to give Kassius Ltd **my express consent to contact me by telephone to discuss my financial, mortgage or insurance affairs in future.**

Customer Name(s) \_\_\_\_\_

Customer signature(s) \_\_\_\_\_

Date of issue of TOB/IDD \_\_\_\_\_