RETAIL CLIENT AGREEMENT

TERMS OF BUSINESS

The terms under which Evergreen Private Wealth provides financial planning services.

EVERGREEN
PRIVATE WEALTH

FOR CLIENT SIGNATURE

TERMS OF AGREEMENT

Between **Evergreen Private Wealth** and

____.

INTRODUCTION

This document sets out the terms under which we will provide our services to you, so it is important that you read it carefully. If there is something you do not understand, please ask us to explain it.

You should read this Agreement in conjunction with our Client Initial Disclosure Document (CIDD) and our Adviser Charging Agreement, which have been supplied to you separately.

This document constitutes our Terms of Engagement and is issued on _______________. Any reference to “you”, “your” or “the Client” refers to the client named above.

AUTHORISATION

Evergreen Private Wealth (“the Firm”) is a trading name of **Webb Wealth Management Limited** which is an Appointed Representative of **ValidPath Limited**, which is authorised and regulated by the Financial Conduct Authority, Firm Reference Number **197107**. Evergreen Private Wealth provides ‘whole of market’ advice in relation to investments, non-investment protection contracts and home finance products and has considerable skill, knowledge and experience in this field.

The Client wishes to engage the Firm to provide financial advice, and the Firm agrees to accept this engagement based on the terms set out in this Agreement.

All advice given and recommendations made will be confirmed by us to you in written form, but only after we have assessed your needs and considered your financial objectives and attitudes to any risks that may be involved.

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ENGAGEMENT & CLASSIFICATION

OBLIGATIONS

The Firm shall provide to the Client the services set out in our Adviser Charging Agreement. In consideration of us providing you with this service, you agree to comply with the terms outlined in this Agreement.

You shall give us instructions in writing (which may include email at our discretion). At our discretion we may accept verbal instructions provided that they are confirmed in writing. We shall not effect any transaction on your behalf unless it is supported by your written instructions.

CLIENT CLASSIFICATION

Each client with whom the Firm does business is categorised in order to identify the level of regulatory protection. We propose to classify you as a **Retail Client** for investment purposes. This will provide you with the highest level of protection under the regulatory system as well as allowing you access to the Financial Ombudsman Service (FOS). You will be treated as a Retail Client unless you are advised by us prior to any business being transacted.

Unless clearly stated in writing to the contrary, it is our understanding that you intend to reside in the United Kingdom, and you will advise us immediately if you are considering moving abroad.

SERVICES TO BE PROVIDED

We offer an initial discussion without charge, at which we can discuss your needs and objectives and describe our services and remuneration options. If you decide to go ahead, we will:

- Gather and analyse relevant personal financial information about you, your needs, aims and objectives.
- Carefully assess your attitude to risk and your capacity to tolerate it.
- Recommend and discuss with you any actions we think you should take, agree a course of action, and implement the necessary provisions to support your objectives.

With regard to investments that we have arranged for you, our practice is to provide an annual review service, which will take the form of updated information plus an invitation to a review meeting.

Investment products all carry some risk whereby their value and any income derived from them can go down as well as up. No guarantees are given by us on the future performance of any investment, and past performance should not be taken as any indication of future prospects. Because the value of investments can fall as well as rise, you may not get back the full amount invested.

COMMUNICATION, DISCLOSURE, VAT & FEES

COMMUNICATION

We will communicate with you in English, both verbally and in writing. Our written communications will take the form of hard-copy correspondence and emails, unless you advise us to the contrary.

DISCLOSURE & ACCURACY OF INFORMATION

The Client is fully responsible for all disclosures made, and for the accuracy of information provided within documentation supplied by the Client. The Firm shall not be liable for the actions, omissions or defaults of any third parties, whether or not introduced by the Firm.

CLIENT MONEY

Evergreen Private Wealth does not handle clients' money. We never accept a cheque made out to us unless the cheque is in settlement of charges or disbursements for which we have sent you an invoice, nor do we handle cash.

VAT

Under current legislation, our services are not subject to VAT. If this changes and VAT becomes payable in relation to any services provided to you, we will notify you before carrying out any further chargeable work.

ADVISER CHARGING (FEES)

For an overview of the main remuneration options please refer to our Client Initial Disclosure Document and our Adviser Charging Agreement, provided as separate documents.

By instructing us to act on your behalf, you agree to pay the charges and fees agreed with you in connection with the services provided.

All fees and charges will be agreed with you before any chargeable work is carried out. Payment terms will be confirmed within the Adviser Charging Agreement.

The Firm reserves the right to suspend services where fees are not paid in accordance with the agreed terms, or where the Client has not acted in accordance with this Agreement.

We reserve the right to recover any outstanding fees, charges, costs or expenses properly due to us in connection with the services provided under this Agreement.

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COMPLIANCE & CONDUCT

ANTI-MONEY LAUNDERING

We are required by the anti-money laundering regulations to verify the identity of our clients, to obtain information as to the purpose and nature of the business which we conduct on their behalf, and to ensure that the information we hold is up to date. We may use electronic identity verification systems.

MATERIAL INTEREST & PROFESSIONAL ETHICS

We will act honestly, fairly and professionally, with a focus on our clients' best interest. We will be open, honest and transparent in the way we deal with you. If we become aware of a connected party or a conflict of interest in relation to business that we are transacting on your behalf, we shall cease such work and disclose the matter in full to you.

RIGHTS TO CHANGE OR CANCELLATION

In relation to any specific financial transaction, we will inform you of your statutory right to cancel. However, there will be occasions where no statutory rights are granted, and this will be explained before any contract is concluded.

The Terms laid out in this Agreement are subject to change from time to time and any new Terms published by us will automatically supersede all others, once a copy has been sent to you, except for changes to our charges and fees which will take effect one month after we have notified you of such changes.

The authority to act on your behalf may be terminated at any time without penalty by either party, giving ten business days' notice in writing to that effect to the other, but without prejudice to the completion of transactions already initiated. Any transactions effected before termination and a due proportion of any period charges for services shall be settled to that date.

This Agreement will terminate automatically if:

- Either party commits a material breach of the terms thereof;
- The Firm ceases to be regulated by the FCA or another appropriate regulatory authority (except for the purpose of amalgamation or reconstruction);
- Either party becomes bankrupt or goes into liquidation, except for the purpose of amalgamation or reconstruction.

LIMITATION OF OUR RESPONSIBILITY & LIABILITY

Nothing in these terms detracts from or avoids our responsibility to provide you with suitable advice and service, nor from your right to complain to the Financial Ombudsman. Subject to our duties or liabilities under the Financial Services and Markets Act and the other provisions of these terms, we shall only be liable to you for any loss or damage you may suffer as a direct result of any services which we provide to you to the extent that such loss or damage arises as a result of fraud, negligence, or wilful default by us.

You accept that:

- We are only responsible for transactions that we advise you to undertake and for which you have paid us our normal agreed implementation fee. For the avoidance of doubt, this means, for example, that if we recommend you invest in a portfolio consisting of funds A, B, C, D and E, and you subsequently invest in one or more of those funds without conducting the transaction via our firm, we are not liable in any way for any consequence of that transaction.
- Where you are not paying us an ongoing fee for any particular investment, we shall not provide any further advice in relation to that investment or be responsible in any way for the oversight thereof.

We will not be liable for any losses, damages, liabilities, or claims incurred due to:

- The fall in value of any investments held by you.
- Any service-related issues or delays caused by third parties which are beyond our control.
- The completeness or accuracy of the information prepared by a third party.
- The loss of any documentation in the UK postal system.
- The alteration or loss of confidentiality of any emailed information or electronic message.
- Penalties, surcharges, interest, or additional tax liabilities arising from incorrect or incomplete information, or from the failure by you or others to supply any appropriate information or from your failure to act on our advice or to respond promptly to communications from us or the tax authorities.
- Reliance by any third party on our advice or work unless we have consented in writing to the same.
- A failure or delay in implementing instructions as a result of our inability to verify the authenticity of the instruction or where we consider the instruction to be unclear or ambiguous.

LAW & RELATED PROVISIONS

This Agreement shall be governed by the law of the jurisdiction within the United Kingdom in which the Firm is established, and the parties submit to the courts of that jurisdiction.

All advice provided by the Firm is given under the laws and regulations of the United Kingdom and within the jurisdiction of the Financial Conduct Authority. We are not authorised to provide regulated advice in any other country. Our services are intended for clients who are resident and tax-resident in the United Kingdom, and we do not advise on or arrange products established or regulated outside the UK other than those specifically marketed for UK retail investors.

If you are, or become, resident or tax-liable outside the United Kingdom, or are a US citizen, our ability to continue providing advice or ongoing services may be restricted and we may need to vary or terminate this agreement to ensure compliance with UK regulatory and professional requirements. We may decline to act for any client or connected person linked to jurisdictions subject to UK sanctions or identified by the Financial Action Task Force as high-risk or under increased monitoring.

Any notice given under these Terms shall be in writing and shall be deemed to have been duly given if left or sent by first class post or registered post and shall be deemed to have been received by the addressee two working days following despatch of the notice, or if by hand, simultaneously with the delivery. To prove the giving of notice, it shall be sufficient to show that it was despatched.

You shall not be entitled to assign or transfer the benefit of the Terms contained in this Agreement. We are entitled to assign or transfer the benefit of the Terms.

A person who is not a party to these Terms shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any part of these Terms. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to the Act.

Neither party shall be liable for any failure or delay in performing its obligations under this Agreement where such failure or delay results from circumstances beyond its reasonable control.

DATA PROTECTION & PRIVACY

Evergreen Private Wealth is committed to protecting your personal information and respecting your privacy. This Privacy Notice explains your rights together with how we gather, use and share your personal information when providing our services to you.

We rely primarily on lawful bases other than consent (such as performance of a contract or legal obligation), but we may request your consent where this is required for specific processing activities. We confirm that all such information is essential for the provision of regulated advice and satisfies the requirements of the Financial Conduct Authority.

WHO WE ARE

Evergreen Private Wealth acts as the Data Controller for the personal information you provide. We may share personal data with our authorising network, ValidPath Limited, which may act as a joint controller where required for supervision and compliance oversight.

If you have any questions about this notice or how we handle your personal information, please contact the Data Protection Officer at the address on the footer of this agreement.

WHAT PERSONAL DATA WE COLLECT AND WHY

We collect and process various personal data about you in order to:

- Provide financial advice, planning and associated services
- Carry out identity, credit, and fraud checks
- Communicate with you and maintain accurate records
- Meet our legal and regulatory obligations

HOW WE GATHER AND USE PERSONAL INFORMATION

We collect information about you, so that we can provide the financial advice and related services you require. This information may include your personal and financial circumstances.

We obtain personal information:

- Directly from you, usually in a meeting, by telephone, or by electronic communication
- From product providers (e.g. investment, pension, or insurance providers) where you have authorised data sharing
- From your professional advisers, where you have given permission
- From recorded or noted conversations and meetings to maintain an accurate record of discussions

We hold and process this information as Data Controllers in accordance with applicable data protection law in the United Kingdom (currently the Data Protection Act 2018 and the UK General Data Protection Regulation).

We use this information to:

- Analyse your current and future financial needs to provide suitable advice
- Comply with legal and regulatory obligations (e.g. Financial Conduct Authority, Anti Money Laundering, recordkeeping)
- Manage our relationship with you and maintain client records
- Support compliance monitoring, business administration, and quality assurance

We will not share your information with any other party except as indicated in this Privacy Notice or where required to do so by any statutory, governmental or regulatory body for legitimate purposes.

LEGAL BASIS FOR COLLECTING AND PROCESSING INFORMATION

Most of the personal information you provide is collected and processed so that we can deliver the financial advice and related services you request.

Some types of information require your explicit consent — for example, health data — and we will seek your consent where required. Where you have given consent, you may withdraw it at any time.

We may also process certain personal data where it is necessary for our legitimate interests in managing and developing our business, provided those interests do not override your rights and freedoms.

We are also subject to legal obligations under financial services regulation (for example, under the Financial Conduct Authority's rules) which require us to retain certain records and report information where necessary.

Where you provide information about another person (such as a spouse, partner, or child), we will only process that data where it is strictly necessary to provide the agreed advice and/or services.

SHARING AND TRANSFERRING PERSONAL INFORMATION

In the course of providing suitable financial advice, we may need to share your information with:

- Our authorising network, ValidPath Limited
- Providers of insurance, pension, annuity and investment products
- Investment platforms
- Providers of pension transfer comparison reports
- Compliance, paraplanning and administrative support services
- Legal advisers
- Providers of back-office and other financial planning software systems.

We will confirm the actual third parties with whom we will share your information when we have identified the product/service providers that we recommend you use. This will usually be done in our suitability report in which we will detail our recommendations to you.

If, in order to provide services to you, we are required to pass your personal information to parties located outside the United Kingdom or the European Economic Area (EEA), we will ensure that appropriate safeguards are in place to protect your information in accordance with applicable data protection law.

RETENTION

We retain your personal information securely for as long as necessary for the purpose of providing you with financial advice under the Terms of Business and Client Agreement (contract) or for as long as we are required to by relevant regulations.

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YOUR PRIVACY RIGHTS

Under data protection law, you have the following rights:

- **Right to withdraw consent:** Where you have given us your consent to use personal information, you can withdraw your consent at any time.
- **Access to your personal information:** You can request access to a copy of your personal information. We will not normally charge for providing this information to you.
- **Portability:** You can ask us to provide you or a third party with some of the personal information that we hold about you in a commonly used electronic form.
- **Rectification:** You can ask us to change or complete any inaccurate or incomplete personal information held about you.
- **Erasure:** You can ask us to delete your personal information where it is no longer necessary for us to use it and you have withdrawn consent, or where we have no lawful basis for keeping it. Note that we might be required by regulations to retain your information even if you want it to be deleted.
- **Right to object:** You can object to our processing of your personal information.
- **Restriction:** You can ask us to restrict the personal information we use about you where you have asked for it to be erased or where you have objected to our use of it.

To exercise any of these rights, please contact our Data Protection Officer using the details shown on the footer of this agreement. You also have the right to complain to us, and if you remain dissatisfied, to the Information Commissioner’s Office (ICO), the UK regulator for data protection, via **www.ico.org.uk/global/contact-us**.

INTERNET AND ELECTRONIC COMMUNICATIONS

It is now common practice to communicate and share information electronically. Internet and email communications cannot be guaranteed to be secure. While we take reasonable precautions to protect personal data, please be aware that communications sent electronically are at your own risk. We cannot accept liability for loss or damage arising from interception, corruption, or non-delivery of such communications. If you prefer not to exchange data electronically, please inform us.

SPECIAL CATEGORY PERSONAL DATA

The information you provide may include what data protection law refers to as ‘special category personal data’. This may include information about your physical or mental health or condition. We will only collect and process this information where it is relevant and necessary for the services we provide to you, and only with your explicit consent. If any other type of special category data becomes relevant, we will make you aware and obtain your explicit consent before collecting or using it.

For this reason, we ask for your explicit consent to process special category data that is necessary to provide you with appropriate financial advice and services.

By signing the declaration at the end of this document, you agree that we can process, both manually and by electronic means, your personal data for the purposes of providing advice, administration and management in relation to your financial affairs, now and until your consent is withdrawn.

You can withdraw your consent at any time by contacting us at the address shown on the footer of this agreement.

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ACCEPTANCE

The terms shall take effect from the date of issue, and you agree that any work carried out for you on your instruction (either verbal or written) prior to the date of issue shall, once you have signed the terms, be treated for all purposes as if governed by the terms.

DATA PROTECTION

I/We understand that:

- I/We provide explicit consent for Evergreen Private Wealth to process my/our special category data as indicated above.
- This consent is voluntary, and I can withdraw it at any time.
- Withdrawal of consent may impact the services that can be provided to me/us.
- My/Our data will be processed in accordance with data protection legislation and the firm's Privacy Notice.

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

I/we confirm that I/we have read and understood the contents of this Agreement and consent to the Terms. I/we agree that this Agreement shall come into effect from the date of issue.

CLIENT ONE	DATE
CLIENT TWO	DATE
SIGNED ON BEHALF OF EVERGREEN PRIVATE WEALTH	DATE