

## CLIENT AGREEMENT / TERMS OF BUSINESS

Client (s) Name \_\_\_\_\_

Client ID /identifier\_\_\_\_\_

Client email\_\_\_\_\_

Client tel\_\_\_\_\_

### **Client Catergorisation**

Select as appropriate:

Retail ☐

Professional ☐

Eligible Counter Party ☐

### **Service (or services)**

Select as appropriate:

Investment Advice ☐

Receipt & Transmission ☐

Portfolio management ☐

Anciliary service (s) - Select as appropriate:

1. Safekeeping and administration of financial instruments for the account of clients, including custodianship and related services such as cash/collateral management. ☐

2. Granting credits or loans to an investor to allow him to carry out a transaction in one or more financial instruments, where the firm granting the credit or loan is involved in the transaction. ☐

3. Advice to undertakings on capital structure, industrial strategy and related matters and advice and services relating to mergers and the purchase of undertakings. ☐
4. Foreign exchange services where these are connected to the provision of investment services. ☐
5. Investment research and financial analysis or other forms of general recommendation relating to transactions in financial instruments. ☐
- ☐

### Important Notice to Clients

In order for us to assess the appropriateness of our current recommendations, we need to review any changes in your lifestyle goals and your current financial and personal circumstances. The information requested in this questionnaire is necessary to ensure any recommendations made as a result of our review remain appropriate to your needs.

**Head office:**

1 Arch. Makarios III Avenue,  
Office no.105,  
Lakatameia

Nicosia

Cyprus

**Tel: + 357 XXXXXXXX**

**Fax + 357 .....**

[www.wguardian.com](http://www.wguardian.com)

[info@wguardian.com](mailto:info@wguardian.com)

Dear Client

**RE: Client Agreement / Terms of Business**

Please read this document carefully and question anything that is unclear. The provisions of this Client Agreement will take effect immediately once issued and will continue to be in force until they are cancelled by you or us, or they are replaced by an updated Client Agreement. Please do not sign this document if you do not wish to be bound by the terms and conditions that have been set out.

This agreement applies to all services provided to you by W.G Wealth Guardian Ltd or "WG". In the text shown below, 'we', 'us', or 'our' refer to WG, while 'you' or 'your' refer to client(s). All communications with you will be in English.

**1. About W.G Wealth Guardian Ltd**

WG is an independent company, with no ties or liens to any bank or institution, we are totally independent. In addition, due to the volume of business we place each year we are able to secure not only the best terms with institutions, but also provide our clients with exclusive products.

Great care is undertaken in selecting Advisors to work with us. We follow a comprehensive due diligence process, thus only suitably qualified Advisors with impeccable references join us.

All our Advisors work to a Code of Practice, the business is checked and scrutinised by experienced compliance staff and signed via our Head of Investment Advice.

**2. Supervisory Authority**

The Cyprus Securities and Exchange Commission (Cysec) is the local regulator that supervises financial markets and institutions, listed companies and oversees compliance and codes of conduct on behalf of intermediaries. CySEC requires WG to give you the following information to ensure that the selected product is suitable to your profile. You are advised to read this document carefully so you understand the product you are buying and make sure you keep this for future reference.

**3. What we do**

We offer Portfolio Management, Investment Advice and attend to the Reception and Transmission of orders on behalf of clients, as well as provide ancillary services - all for which we are authorised by the Cyprus Securities and Exchange Commission ('CySEC').

**4. Professionalism**

As our relationship grows and your needs evolve it is important that you continue to receive the right advice to fulfil your long-term financial objectives. We believe that you are entitled to very high standards of financial advice and service. We pride ourselves on our standards and professionalism and follow the principles of 'best advice' at all times. We also believe in being

open and transparent, therefore ensuring that you are made aware of procedures that we follow in our relationship with you.

## **5. Your objectives**

Where we provide you with advice your objectives should be set out and summarised, in order to document and explain the recommendations made to you.

## **6. Our dealings with you**

When communicating with you the acceptable methods of communication will include letter, email or telephone, unless otherwise agreed. We will carry out a review of all your policies to ensure best advice, however, if relevant information is not disclosed by you this may affect the advice provided.

Written Instructions & Communications – When you give us instructions to arrange any transaction you must do so in writing in order to avoid the possibility of any disputes arising. Oral instructions can be accepted provided that they are followed up with a written communication. We can refuse your instructions at our discretion.

## **7. Our remuneration**

We are remunerated by the institutions we place business with. The remuneration is typically paid by fee directly by the institution and recouped generally by annual management charges, please refer to the product brochure provided. Occasionally for some specialist advice we may agree a schedule of fees which will contain details of how payment is to be made and this is deemed to form part of this Client Agreement.

If the work that we do for you does not relate to investments on which fees are payable, or if you instruct us to give advice but not to arrange the sale or purchase of any products for you, we will do so on a fee-paying basis. In any case where it has been agreed that we will act for you on a fee-paying basis we will notify you in writing how the fee will be calculated before we carry out any chargeable work.

You should be aware of the possibility that other taxes or costs relating to the services that we provide for you may exist, even though they are not paid through us or imposed by us.

## **8. Client money**

We do not hold Client's money. You should not give cash or make a cheque payable to us or any of our Advisors.

## **9. Conflict of interest**

We will endeavour always to act in the best interests of our clients. However, circumstances can arise where we, or one of our other customers, may 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.

## 10. Quality of service

We are confident that the advice and services we provide will both meet and exceed your expectations. However, if you feel that you wish to complain then you should contact the following:

In writing:

### Compliance Officer

#### Head office:

1 Arch. Makarios III Avenue,  
Office no.105,  
Lakatameia

Nicosia

Cyprus

**Tel: 357**

**Fax; + 357 .....**

**[www.wguardian.com](http://www.wguardian.com)**

**[info@wguardian.com](mailto:info@wguardian.com)**

We will provide you with a copy of our complaints procedure on request. It will also be available on the website: [www.wguardian.com](http://www.wguardian.com).

## 11. Risk factors

All investments carry a degree of financial risk, which will tend to increase in proportion to the potential rate of return on investments. Any product which is directly or indirectly invested in assets which may fall in value (for example equities) may itself fall in value along with any decrease in value of those assets. Before entering into any agreement you must ensure that you understand any risk associated with the product and associated investments, and are content to accept that level of risk.

## 12. Compensation

If you make a valid claim against us in respect of investments we arrange for you, and we are unable to meet our liabilities in full, you may be entitled to redress from our Professional Indemnity Insurers.

## 13. Money laundering

We are required by Law to verify the identity of all our clients and obtain certain information. Business cannot be transacted until verification/information is complete. If the required verification is not forthcoming within a reasonable period we will not arrange any investments for you. All investments will be registered in your name unless otherwise agreed in writing, and in such instances additional verification may be required. Unless you instruct us in writing to the contrary, we will forward to your advisor all contract notes and documents showing ownership of your investments as soon as practicable after we receive them for their onward transmission.

#### **14. Non-disclosure**

It is important that you ensure that all statements you make on proposal forms, claim forms and other documents are complete and accurate. We cannot be held responsible for incorrect data, or if information is not disclosed.

#### **15. Client records**

We maintain records of all business transactions for at least seven years after the termination or expiry of your investment/s. You have the right to inspect copies of any printed or computer records relating to your transactions. We do, however, reserve the right not to provide you with copies of records if we believe that information relating to any other parties would be disclosed as a result.

#### **16. Termination of Client Agreement**

This Client Agreement will remain in force until such time it is terminated by either party, or until you or we request that this agreement is amended. Should you wish to terminate the Client Agreement this can be notified to us in writing at any time. Should we wish to terminate the Client Agreement this will be notified to you in writing and may be issued without notice. If at the time of cancellation we are engaged in an incomplete transaction then we reserve the right not to complete the transaction and, if appropriate, return to you all documentation in relation to that transaction.

#### **17. Marketing**

We may contact you from time to time by post, email or telephone, to provide useful financial updates and recommend any other products and services.

#### **18. Personal information & disclosure agreement**

We will treat all your personal information as private and confidential (even when you are no longer a Client), except where disclosure is made at your request or with your consent, or where we are required by law to disclose. We will hold your details for seven years after the termination or expiry of your investment/s

We will use your information for the purposes of administration to source your financial products, marketing, customer services, analysing your purchasing preferences and customer profiling.

Where necessary, you hereby consent to us processing data that is defined as sensitive by the Data Protection Regulations.

Product Providers may administer your investment/s, and any existing investment/s you may have with them, and provide other services, from centers in countries outside Europe (such as India and the USA) that do not always have the same standard of data Protection laws. However, they are required to put a contract in place to ensure that your information is adequately protected, and they will remain bound by their obligations under the Data Protection Regulations even when your personal information is processed outside Europe.

### 19. Future changes

In accepting this Client Agreement you agree that we may in the future change content without receiving your prior consent to do so.

### 20. Law

These terms of business shall be governed and construed in accordance with the laws of the Republic of Cyprus

I/We accept the above terms and conditions and agree to WG acting as my/our Adviser.

Client

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

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

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

Client

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

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

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