MERCURY
WEALTH MANAGEMENT

Terms & Conditions

Version 3.1

01642 670307 clientservices@mercurywealth.co.uk

Who we are

We are Mercury Wealth Management Limited, a company registered in England and Wales. Our company registration number is 04981483 and our registered office is Mercury House, 1 Massey Road, Teesdale Business Park, Stockton-on-Tees, TS17 6DY.

How to contact us

You can contact us by telephone on 01642 670307 or by email at clientservices@mercurywealth.co.uk.

How we may contact you

If we need to contact you, we will do so by telephone, our secure client messaging application or by writing to you at the email address you have provided us. Electronic means are our preference, however you can request communication to be sent to your postal address.

"Writing" includes emails

When we use the words "writing" or "written" in these Terms, this includes email.

Language

All written, electronic and telephone conversations will be in the English language. You may use this language to communicate with us, including sending and receiving information and instructions.

Confirmation of receipt of these terms and conditions and other important documents

We will ask you to sign to confirm that you have received important documents and are aware of how we will use your personal information.

Commencement of the client agreement

These terms will commence on the date of receipt and will remain in force until further notice. These terms override and supersede any previous client agreement we may have issued to you.

Our Regulator

We are authorised and regulated by the Financial Conduct Authority (FCA). Our FCA number is 455415. You can check this by going to the FCA Register at www.fca.org.uk/register of by contacting the FCA directly on 0800 111 6768.

The FCA's address is 12 Endeavour Square, London, E20 1JN. Our permitted business is advising on and arranging pensions, savings and investments and non-investment insurance contracts.

Client category

It is a requirement of the Financial Conduct Authority that all clients are categorised into one of three categories (Retail, Professional or Eligible Counterparty). We have categorised you as a 'Retail Client'. You have the right however to request a different categorisation if you wish. Please note that 'Professional Clients' and 'Eligible Counterparts' may receive a lower level of consumer protection.

A retail client is afforded the highest level of protection. As a retail client you may have a right of referral to the Financial Ombudsman Service (FOS) and may be entitled to benefit from the protection available under the Financial Services Compensation Scheme (FSCS).

If you request to be categorised as a Professional Client, we may take into account your expertise when complying with requirements to provide you with a general description of the nature and risks of particular transactions. We are entitled to assume that in relation to the products, transactions and services for which you are categorised, you have the necessary level of experience and knowledge to understand the risks involved, for the purposes of assessing suitability.

We do not provide services to Eligible Counterparts. You will be classified as a Retail Client unless we notify you otherwise.

Restrictions

If you ask us to restrict the scope of our advice to certain types of investments or services, we will confirm this to you in writing. Also, if we are unable to ascertain information required to help us make a suitable recommendation, we may be unable to act. We shall not be responsible or liable for any loss or detriment resulting from matters that fall outside the scope of the restricted advice.

Financial Objectives (Demands & Needs)

Following the issue of these Terms and subject to your signing our Client Agreement, any subsequent advice or recommendation provided to you will be based on your stated objectives, your agreed risk profile and any restrictions you wish to place on the scope of advice. Details of your stated objectives will be included in either the suitability report or Demands & Needs Statement that will explain and confirm our recommendation and point out any key risks and disadvantages. There may be exceptions to this, for example business transacted on a non- advised or execution only basis (directly on your instructions whereby you will not have requested nor received any advice from us, or where pre-prepared questions are used to determine the product and provider) or on a limited advice basis (where the firm's recommendations were limited by the fact that not all relevant information was made available or because you requested that we limit our advice to a particular area of financial planning). If these situations exist, we will make it clear to you in any subsequent correspondence; however you should be aware that our responsibility to you will be limited accordingly.

Your rights to make changes

If you wish to make a change to the services please contact us. We will let you know if the change is possible. If it is possible we will let you know about the changes to the price of the services, their timing or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

Our rights to make changes

We may make minor amendments to services to reflect changes in relevant laws and regulatory requirements.

Payment for Services

Please refer to the 'Important documentation' highlighted at the beginning of this document. We will ask you to agree a fee for any work or service that we provide on your behalf and we will ask you to sign our Client Agreement to confirm your understanding of the fees that will be charged, how those fees will be paid and what cancellation rights you have.

Client Instruction

You must provide your instructions in writing, we will not act on verbal instructions. When we have arranged any transactions on your behalf, we will not give any further advice or service unless you have specifically instructed us for an ongoing service for which we will be remunerated as detailed in our Client Agreement.

Acceptance of your instructions

Our acceptance of your instructions will take place when we confirm to you that we are able to provide you with the services and when we are in receipt of a signed Client Agreement from you. At which point a contract will come into existence between you and us and will remain in force until further notice. These Terms override and supersede any previous Client Agreement we may have issued to you.

If we cannot accept your instructions

We may at, our discretion, refuse to accept your instructions. If we do not accept your instructions, we will inform you of this, along with the reason, and will not charge you for the service.

We only provide services to the UK

We are expressly prohibited from providing advice to individuals who are physically outside of the UK when advice is given.

Providing Services

We will supply the services to you from the date we accept your instruction. If our performance of the services is affected by an event outside of our control, we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this, we will not be liable for the consequences of delays caused by the event but if there is a risk of substantial delay, you may contact us to end the contract and receive a refund for any services you have paid for but not received.

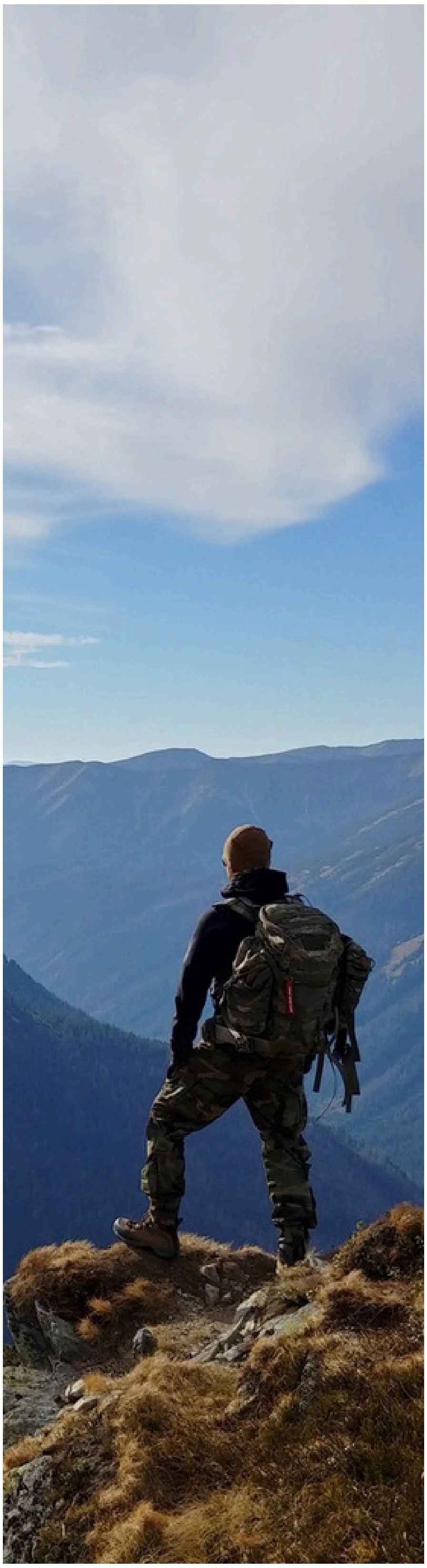
Where we agree to provide you with a service that includes an ongoing review of the suitability of the investments we have recommended, we'll carry out this review at least annually. To do this we will need to make contact with you to assess whether the information we hold about you remains accurate and up to date. We'll issue you with a report setting out the results of our assessment and, if relevant, any updated recommendations.

Your commitment

We offer financial planning based solely on the information provided by you. It is your responsibility to provide complete and accurate information to us. A failure to do so or a failure to inform us of any subsequent changes may affect the quality of advice you receive. A failure to provide your platform/provider with complete and accurate information or to notify your platform/provider of any change in the information previously disclosed may invalidate your contract with them. We do not accept responsibility for verifying any information that you provide to us for ensuring that it is complete before passing it on to an insurer or platform.

Benefits we may receive

Under the rules of our regulator, the FCA, as a firm providing independent advice we are unable to accept or retain payments or benefits from other firms (e.g. fund managers) as this would conflict with our independent status. 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 doesn't affect our obligation to act in your best interests. Please ask us if you want further details.



Verification of identity

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 your behalf, and to ensure that the information we hold is up-to-date. We are obliged to verify as a minimum, the identity, place of residence, source of funds and source of wealth of each client. This process may require sight of certain documentation. We are unable to forward any applications to third parties/platforms until our verification requirements have been met. We take no responsibility for any delay in investing where Identity Verification is outstanding. In circumstances where sufficient verification is not received in a timely manner after we have received completed applications, the application(s) and any monies may be returned to you uninvested. Please note that verification may include the use of online resources such as the electoral roll and Her Majesty's Treasury's financial sanctions lists.

Required identification

Please attend our office with two pieces of in date, original identification (one photographic form of identification and one confirming your residential address), so that we can copy them and certify the copies as true and accurate copies of the originals. We will make an electronic search to independently verify your identity.

Registration of investment / retention of documents

Where we arrange an investment, we will register these in your name unless otherwise agreed in writing. All contract notes and documents of title in respect of your investment will be forwarded to you, unless otherwise instructed in writing, as soon as practicable after being received by us. Where a number of documents relating to a series of transactions are involved, we will normally retain the documents until the series is complete and then forward them to you.

Conflict of interest & material interest

We will act honestly, fairly and professionally in all our dealings with you. Occasions can arise where we, or one of our other clients, may have some form of interest in business which we are transacting for you. If we become aware that our interests or those of one of our other clients conflicts with your interests, we will inform you and obtain your consent to proceed. Further details of our policy can be provided upon request.

Our Directors hold their own investment portfolios which contain funds that invest in a large amount of companies. There is the possibility that their personal investments contain companies that may be recommended to you as part of your Financial Plan. We have identified this as a potential conflict of interest, however deem this to have no impact on the suitability of advice to our clients.

Risk Warnings

We draw your attention to the fact that investments carry varying degrees of risk. All investments carry a risk; investments can fall as well as rise in value and you may not get back the full amount invested. Past performance is not a guide to future performance. We will outline other key risks within our Suitability Report and in product/ platform literature. We do not in any way warrant, represent or guarantee the success of any investments. Please ensure that you fully understand all risks and do not enter into any investment without fully understanding the downside risk of that investment.

Complaints Procedure

The firm maintains an internal written complaints procedure. A hand-out summarising the procedure is available on request. If you have a complaint (whether verbal or written) about the firm or a service it has provided then this should be directed to our Compliance Officer, Oliver Bourke or a Director at **complaints@mercurywealth.co.uk** or by writing to our head office address; Mercury Wealth Management, Mercury House, 1 Massey Road, Teesdale Business Park, Stockton-on-Tees, TS17 6DY.

We promise to deal with your complaint in a fair and objective manner. Our Information about our Services document has more information; in particular it explains the limits and access rights you may have to the Financial Ombudsman Service:
www.financial-ombudsman.org.uk Financial Ombudsman contact details:

The Financial Ombudsman Service, Exchange Tower, London, E14 9SR - Telephone: 0800 023 4567

We are also covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Most types of investment business are covered for 100% of the first £85,000. Insurance advising and arranging is covered for up to 100% of the claim without any upper limit. for firms falling into default. Deposit accounts are protected up to £85,000 per individual per institution.

Additional information on the conditions governing whether compensation is available to you and how you may apply for it are available from us on request. Further information about the compensation scheme arrangements is available from the Financial Services Compensation Scheme:

www.fscs.org.uk

If your complaint relates to products or services you have bought from us by electronic means such as by email, you may refer your complaint to the online dispute resolution (ODR) platform at **http://ec.europa.eu/odr.**

Applicable Law

These Terms are governed and shall be construed in accordance with the law of England and Wales. It is agreed between us that English courts shall have exclusive jurisdiction to deal with any claim or settle dispute arising out of, under or in connection with these Terms.

Receiving payments from clients

Mercury Wealth Management Limited does not handle client monies. We do not accept cash or cheques made payable to us. All fees are facilitated via the platform or product provider, as set out in your Client Fee Schedule and Client Agreement

Crossed cheques for investments should be made payable directly
to the investment company and to the relevant third party for various fees.

You should decline to give money to, or write cheques payable personally to an individual Financial Planner and any receipt by them personally of such a payment from you will not be regarded by us as being a transaction for which we will have any responsibility.

Termination of your agreement with us

Please refer to your Client Agreement for information about your cancellation rights.

Product cancellation

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.

How we may use your personal information

We will only use your personal information as set out in our Privacy Policy. A copy of our Privacy Policy is provided with these Terms and can be found on our website: www.mercurywealth.co.uk/disclosure/privacy-policy.

Distance Marketing Directive

On the rare occasions when it may be necessary to conduct our business without any personal contact we will advise you if this requires the creation of a distance marketing contract between us. In this event you will be provided with additional information as required by the Directive.

Legal and Accounting Advice

Neither our firm nor our employees are qualified to provide legal or accounting advice or to prepare any legal or accounting documents. It is hereby understood and agreed that the onus is on you, the client, to refer to a solicitor or accountant any point of law or accountancy that may arise during the course of discussions with us.

Contract Rights

This contract is between You and Us. No other person shall have any rights to enforce any of its Terms. Neither of us will need to obtain the agreement of any other person in order to end this contract or make any changes to these Terms.

CISI CHARTERED INSTITUTE FOR SECURITIES & INVESTMENT CHARTERED FIRM™

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