

HOXTON

CAPITAL MANAGEMENT

EUROPE

Terms Of Business

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1. About Us

Hoxton Capital Management (Europe) Ltd, referred to as “the Firm”, is authorised to provide financial advice and wealth management services to clients in the European Union. We offer a range of financial products and services, including global investments in diversified portfolios using investment platforms and capital redemption bonds. Our holistic financial planning products include:

- Life insurance (referred to an insurance broker)
- Tax planning
- Last will and testament preparation
- Cashflow modelling
- Later life planning

We are committed to providing comprehensive and personalised financial solutions to help our clients achieve their financial goals.

2. Regulatory

Our Firm is authorised and regulated by the Cyprus Securities and Exchange Commission (CySEC) and holds EU freedom of service permissions, which allow us to provide financial services throughout Europe. Our registered financial advisers are UK level 4 qualified and have completed the CySEC Advanced Exam.

As a regulated financial services firm, we are committed to upholding the highest standards of professionalism and ethical conduct. Our advisers undergo ongoing training and development to ensure that they can provide expert financial advice to our clients.

We are proud to hold regulatory authorisation and professional qualifications that demonstrate our commitment to delivering high-quality financial services responsibly and transparently.

3. Client Assets and Insurance

Our Firm is not authorised to hold client money, and we do not hold any client assets or securities. All client assets and securities are held with regulated third-party custodians.

We want to emphasise that we will never ask a client to send money directly to us. If you receive a request for payment that purports to be from our Firm, please do not respond and contact us by telephone immediately.

To protect our client’s assets and ensure our financial services’ integrity, we maintain professional indemnity insurance covering the products and services we offer. This insurance covers any losses or damages resulting from our professional negligence or errors and omissions.

We are committed to the highest standards of financial safety and security and will always work to protect our client's assets to the best of our ability.

4. Complaints

Our Firm is committed to providing high-quality financial services to our clients and addressing any concerns or issues that may arise promptly and effectively. If you have a complaint about any aspect of our service, we encourage you to bring it to our attention as soon as possible so that we can address the issue and resolve it to your satisfaction.

In accordance with ESMA regulatory guidelines, we have established a formal complaint-handling process with the following stages:

1. Receipt and acknowledgement of the complaint: Upon receipt of a complaint, we will acknowledge receipt within five business days and provide you with a reference number for your records.
2. Investigation of the complaint: We will investigate the complaint thoroughly and may request additional information from you to help us understand and resolve the issue.
3. Resolution of the complaint: We will aim to resolve the complaint as quickly as possible and will provide you with a written response setting out our findings and any actions, we will take to address the issue.
4. Referral to an alternative dispute resolution (ADR) provider: If we cannot resolve the complaint to your satisfaction, or if eight weeks have passed since you first raised the issue, you may have the right to refer the complaint to an ADR provider. We will provide you with information about how to do this and details of any applicable fees.

We hope this process will enable us to resolve any issues that may arise fairly and efficiently. However, if you are not satisfied with the outcome of the complaint, you may also have the right to refer the matter to the relevant regulatory authority.

5. Fees and Charges

Our Firm charges fees for the financial services and products we provide. The specific fee structure will depend on the nature and complexity of the services being provided and the products being recommended.

For investment services, we charge an initial fee from 0% up to 5% of the investments being made. This fee covers the costs of establishing your portfolio and implementing your investment strategy, this is agreed on an individual basis with you adviser.

We also charge an ongoing annual fee of up to 1.5% of the total value of assets under our management. This fee covers the costs of ongoing portfolio management, monitoring, and review. The ongoing fee can be calculated either monthly or quarterly, depending on the product provider and the end-of-period values.

We will provide full details of our fees and charges before you engage with us. We will also offer ongoing transparent reporting on the fees and charges applied to your portfolio.

We may receive commissions, finders' and trail fees, and a share of fees from banks, fund managers, and other providers of investment services as a result of arranging transactions with them. Such commissions, finders' and trail fees, and share of fees will generally be 10% to 50% of the total management fees (including brokerage fees, custodian fees etc.) levied by banks, fund managers, and other providers of investment products. We will provide you with additional information on commissions, finders' and trail fees upon request. You agree that we retain the commission, finders' and trail fees, or share of fees as part of our remuneration where non-independent advice is provided. We do not charge for advice and other services regarding such investments unless specifically agreed in writing with a client. We reserve the right to act as agent for third parties and to share with them any such commissions or fees as are received by us.

Please do not hesitate to ask if you have any questions about our fees and charges.

6. Investor Categorisation

Our Firm categorises clients as either retail or professional in accordance with the definitions set by the European Securities and Markets Authority (ESMA).

A retail client is defined as a client who is not a professional client. Retail clients are entitled to a higher level of protection under EU financial services legislation and are afforded a greater degree of regulatory oversight.

A professional client is defined as a client who possesses the relevant expertise, experience, and knowledge to make their own investment decisions and properly assess the risks involved. Professional clients are afforded a lower level of regulatory protection than retail clients.

We will categorise clients according to the definitions set out by ESMA and in accordance with the relevant legislation. In order to determine the appropriate client categorisation, we will consider a range of factors, including your level of financial knowledge and experience, the size of your investments, and your professional status.

Retail clients are entitled to the following investor protections:

- The right to receive clear and comprehensive information about the financial products and services being offered
- The right to receive risk warnings and other important information about the risks associated with the products and services being recommended
- The right to receive ongoing suitability assessments to ensure that the products and services being recommended are appropriate for your financial needs and objectives

Professional clients are not entitled to the same level of investor protection as retail clients, but they may benefit from more tailored financial services and products that are suited to their specific needs and expertise.

We will always strive to provide the highest level of service and protection to all of our clients, regardless of their categorisation.

7. Conflicts of Interest

A conflict of interest can arise in a financial services firm when an employee or the Firm has a financial interest or other incentives that could potentially influence the objectivity and impartiality of their professional judgement. Conflicts of interest must be managed in accordance with the regulatory guidelines set by the European Securities and Markets Authority (ESMA) to ensure that clients are treated fairly.

At our Firm, we have established policies and procedures to identify, manage, and disclose conflicts of interest. This includes:

- Regular training for employees on how to identify and manage conflicts of interest
- Procedures for disclosing conflicts of interest to clients in a clear and transparent manner
- Policies to ensure that conflicts of interest are appropriately managed, including through the use of independent advisers or other measures as needed

We are committed to ensuring that our clients receive objective and impartial financial advice and will always work to manage any conflicts of interest fairly and transparently.

From time to time, the Firm may recommend investments where there is a direct or indirect conflict of interest within the broader group of Hoxton Capital Management companies. Hoxton Marketing Management LLC in the United Arab Emirates is compensated for providing qualified investment professionals who sit on the Halwyn Investment Committee for Aditum Investment funds. These funds are included in the Firms Product Register and are available for consideration in our clients' portfolios.

If you have any concerns about conflicts of interest at our Firm, please do not hesitate to contact us.

8. Capacity

This Agreement is our standard contract for the provision of Investment Advice and to the extent required by you of Reception and Transmission of your Orders following the investment advice provided.

We act on a non-discretionary basis where we need specific written authorisation for any course of action on your behalf. We will generally ask you to give instructions in writing to avoid any possible disputes, although we may, at our discretion, accept verbally communicated instructions, provided that you subsequently agree to confirm them in writing. Client instructions received by the Firm will be passed onto the relevant financial institution responsible for their execution.

The language of communication is English, and all communications between us must be in English. We are authorised to rely on, may act on and treat as fully authorised by the client any instruction or communication which purports to have been given by the client or on behalf of the client by any party notified by the client from time to time to the Firm as being so authorised. The client agrees to

indemnify the Firm, its subsidiaries and affiliated group companies against all liabilities, actions, proceedings, claims, losses and expenses arising out of or in connection with the acceptance of instructions by the Firm and upon which the Firm is authorised to rely.

Following the acceptance of this Agreement, the Firm will act as an investment adviser. As a client's adviser, we advise on investing or selling investments or other international services. We do not act as the tied agent of any one investment provider, nor do we own the investments or policies we advise upon and that are bought by our clients. We advise only on the merits of purchasing, selling or subscribing to investments or exercising any rights conferred by an investment, and arrange and effect for clients as their adviser.

The Firm does not provide legal or tax advice, and we strongly recommend the client obtains professional legal and/or tax advice where appropriate concerning their International affairs and the suitability of the transaction considered or embarked upon. We may from time to time make introductions to the providers of such services, on the understanding that such introductions are made without any liability by the Firm.

All investments will be registered in the name of the client (or his/her nominee(s) if we are so instructed in writing), and policies, certificates or other documents of title will be sent to the client (or to his nominee(s) as the case may be). If you instruct us to register investments in the name of, or jointly with, any third party, we shall accept no liability for their default.

9. Marketing and Communications

For direct marketing, you agree that we may use the information about you to contact you from time to time via email to bring to your attention additional products or services which may be of benefit to you. Yes ☐ or No ☐ (please tick as applicable). Note where you tick 'No' we shall not contact you for marketing purposes, but we still have the obligation to contact you for the purpose of providing services to you as agreed by the signing of this agreement.

If we do not meet face to face to conclude this Agreement, but instead, our communication is conducted electronically, over the telephone, or by written correspondence, then the Distance Marketing of Financial Services Law N. 242(I)/2004, as amended, applies. We shall send you by email or post the relevant documents that form the Agreement, and you have the right to ask for the Agreement to be sent by post.

10. Agreement

By entering this engagement with the Firm and/or using our financial services, you acknowledge that you have read, understood, and agree to the terms of business set out above. These business terms will apply to our relationship and supersede any previous agreements or arrangements. This Agreement is accompanied by the policies and policy summaries that can be found on our website. These policies shall be incorporated into and form part of this Agreement as if each had been set out in full herein.

We reserve the right to update or revise these terms of business and included policies at any time, and we will provide you with notice of any material changes. Your continued use of our financial services will constitute your acceptance of such changes.

If you do not agree to the terms of business set out above, contact us to terminate any existing engagements.

CLIENT NAME:

DATE:

SIGNATURE: _____