

TRUE POTENTIAL PORTFOLIOS

Terms and Conditions

What is the Purpose of this Document?

This document provides the Terms and Conditions for the True Potential Portfolios.

This document should be read in conjunction with the following documents:

- True Potential Portfolios Fact Sheet(s)
- Product Key Features and Terms and Conditions

These documents are designed to provide you with sufficient information to enable you to decide whether opening a True Potential Investments Account is the right decision for you.

True Potential Investments LLP reserves the right to change, amend or add to these Terms and Conditions from time to time.

Changes to these Terms and Conditions (including any changes to the charges) will be made by giving you 30 days notice subject to legal, regulatory requirements or other official requirements and will be effective as of the time of posting, or such later date as may be specified in the updated Terms and Conditions.

The availability of a particular stock, fund, Account, other product or asset, or any other function or feature of the True Potential Investments Wealth Platform does not imply that it is necessarily suitable for you and you should seek advice from your adviser if you are unsure.

For the purposes of this document “we” or “us” refers to True Potential Investments LLP.

1. Who We Are Regulated By

True Potential Investments are authorised and regulated by the Financial Conduct Authority.

2. The Role of True Potential Investments

The True Potential Portfolios offer clients a range of predetermined portfolios, each investing in a combination of funds from our Wealth Strategy and Strategy Fund Ranges. The Portfolios are risk-targeted to five different risk profiles, from Defensive (lower risk) to Aggressive (higher risk), and are managed within that risk profile, volatility range and other variables as set out in the relevant True Potential Portfolios Fact Sheets.

Investments are made exclusively in collective investment schemes to offer diversification in investment approach. True Potential Investments is responsible for providing the Portfolios and for governing and overseeing the running of the Portfolios and will manage the Portfolios in good faith and with due diligence to the standard of a reasonable professional investment manager.

Under this agreement, True Potential Investments will make buying and selling decisions on your behalf, operating within the stated attitude to risk of the Portfolios.

3. General Information About the True Potential Portfolios

There is no minimum length to our agreement under these Terms but please remember that under current rules you cannot withdraw money from the TPI Pension until you are aged 55 years or over. We will undertake the day-to-day discretionary management of the investments held in the Portfolio.

You agree that we are authorised to buy, vary and sell the investments held within the Portfolio from time to time, at our absolute discretion, provided that we remain within the objectives of the Portfolio agreed with you.

Investments in the Portfolios will be limited to authorised or FCA recognised unit trusts, Open Ended Investment Companies (OEICs) and Exchange Traded Funds (ETFs).

There are no restrictions on the value of any single underlying investment purchased within the Portfolio or the proportion of the Portfolio represented by any single underlying investment. True Potential Investments will manage each Portfolio on a pooled basis with other client Portfolios and will take common discretionary management decisions for all clients.

Dependent upon the Portfolio selected, we may invest your monies into a range of funds with varying levels of risk. Higher risk and lower risk funds may be purchased for the Portfolio in a balance which meets your risk objective for the Portfolio as a whole.

Some funds invest in non-investment grade bonds which have an increased risk of default on repayment when compared to investment grade bonds. This translates into a greater risk that the capital value of the fund will be affected.

The value of funds which hold overseas investments will be affected by changes in exchange rates. Some funds may invest in countries, sectors or companies which can carry higher risk or which may be less liquid. Unlike bank and building society deposits, stock market based investments do not provide capital guarantees and can fall in value as well as rise. Ultimately you could get back less than you invest. Any yields will vary over time so income is variable and not guaranteed.

Should you wish to liquidate any existing investments and transfer them into a True Potential Portfolio, you may have to pay Capital Gains Tax if you have generated a profit.

The value of any investments can go down as well as up and we are not responsible for any losses you incur or any tax liabilities which arise as a result of your investment in the True Potential Portfolios.

4. The Effect of Future Events

We will not have broken your agreement if your Portfolio no longer keeps to your investment aims or attitude to risk, or due to market movements, corporate actions or other events beyond our control unless we fail to rebalance your portfolio within a reasonable time.

5. Changes to This Agreement

True Potential Investments may change this agreement by sending you a written notice describing the relevant changes. These changes will apply from the date given in the notice.

For certain valid reasons, we may give you immediate notice of a change so we can:

- Rectify any significant changes in the regulations which apply;
- protect ourselves or you against fraud by any person;
- change our contact details;
- put right obvious mistakes in the agreement;
- deal with changes in tax rates;
- reflect other legitimate cost increases or reductions associated with providing our services to you; or
- make the agreement more favourable to you.

Unless True Potential Investments specify differently below, we will give you at least 30 days notice of changes. If you do not accept the change you may end the agreement by giving us notice as outlined in section 6 of this agreement. Please note however you will be bound by the amendment until you end the agreement.

No change to the agreement will affect any legal rights or responsibilities that may have arisen.

6. Ending and Cancelling This Agreement

You may end this agreement at any time by giving us 14 days notice in writing. True Potential Investments may end this agreement at any time by giving you 30 days notice in writing. True Potential Investments may also end the agreement without giving you notice if there is a valid reason for doing so.

If you cancel the agreement and wish for your investments to remain on the True Potential Investments Wealth Platform, the asset allocation at the time of cancellation will remain in place and would not change in line with the Portfolio going forward. The normal charges that apply to your investments will be payable and you will no longer benefit from any cap placed on fund charges. If the agreement is ended, this will not stop us from completing any outstanding transactions – i.e. settling any transactions and the client paying any charges and amounts due.

You should be aware that investments can fluctuate in value and, should you cancel this agreement, True Potential Investments will not be responsible for any losses as a result of market fluctuations.

Should you wish to cancel you can do so by asking your adviser to cancel this agreement or by writing to:

True Potential Investments LLP
Newburn House,
Gateway West
Newburn Riverside
Newcastle upon Tyne
NE15 8NX

T: 0871 700 0007

E: Platform@tpllp.com

7. Charges

The Ongoing Charge Figure (OCF) for each True Potential Portfolio is set and levied by True Potential Investments and varies depending on the underlying costs of the funds contained within that Portfolio.

The charges applicable to your Account can be found in the 'Fees and Charges' section of the Key Features document for your chosen investment account or tax wrapper.

A more detailed description of the charges relating to your Investment in a True Potential Investments Account can be found in your Personal illustration and relating Portfolio Fact Sheet provided at the time of purchase of your Investment.



**Your capital is at risk. Investments can fluctuate in value and you may not get back the amount you invest.
Past performance is not a guide to future performance. Tax rules can change at any time.**

True Potential Investments LLP is authorised and regulated by the Financial Conduct Authority., FRN 527444.
Registered in England and Wales as a Limited Liability Partnership No. OC356027.

Registered Head Office: Newburn House, Gateway West, Newburn Riverside, Newcastle upon Tyne, NE15 8NX
London Office: 42-44 Grosvenor Gardens, Belgravia, London, SW1W 0EB

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