

***Document d'entrée en relation***

**Document for new business**

Aisa

# Document d'entrée en relation – Document for new business

This document is an essential part of the relationship between the client and their adviser. It brings together all the legal information that the adviser and Aisa International must communicate to the client before entering into any agreement. As you have chosen, or are considering choosing to engage a regulated professional adviser to assist you with your financial needs, it is important to keep in mind the following key details:

## Company details

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Name: Aisa International SAS

Address: La Jaubertie, St Maime de Pereyrol, 24380, France

SIREN company registration number: 834 014 896 (registered at Périgueux)

NAF/APE: 7022Z

### Protection of Personal Data

As part of Aisa International's business with you, we collect, handle and store information about you and close family members and dependants. Any personal data that you send to us for the purposes of your financial adviser carrying out their services are collected and handled (including being stored electronically) by the Data Protection Officer, who is responsible for handling all data according to the General Data Protection Regulation (GDPR) guidelines. Some of your data may also be held in the UK.

The legal basis for us collecting your personal data is different in each case (including but not limited to consent of the client, contractual requirement, complying with a legal obligation and/or other legitimate interest/concern of the Data Protection Officer. Regarding your close family members and dependants, you must keep them informed of the terms and conditions set out here concerning the handling of their personal data.

Personal data that we collect about you and your close family members/connected individuals is stored for the duration of our contractual relationship with you and then retained for a period of five (5) years, unless we are required to, in special cases, hold them for shorter or longer periods, such as in case of litigation.

In accordance with French data protection law (*la loi "informatique et libertés"*), you have the right to request access to data about you and have them rectified by contacting Aisa International by email at [dpo@aisainternational.fr](mailto:dpo@aisainternational.fr). You also have the right to make a complaint about the handling of your data to the *Commission Nationale de l'Informatique et des Libertés* (CNIL – the French Information Commissioner's Office).

# Legal Regulation and Supervising Authorities

Your adviser is registered on the ORIAS Register for Intermediaries in Insurance, Banking and Finance (*Registre Unique des Intermédiaires en Assurance, Banque et Finance*) under the registration number 18000858 (you can verify this registration on the ORIAS website: [www.orias.fr/welcome](http://www.orias.fr/welcome)) for the following regulated activities:

**Financial Investment Adviser (CIF):** able to provide independent investment advice according to article 325-5 of the RGAMF (the general regulation of the French authority of financial markets), registered with ANACOFI-CIF (the French national association of financial advice and advisers), membership approved by the AMF (French authority of financial markets), whose address is 17 Place de la Bourse 75082 Paris CEDEX 02, and website is [www.amf-france.org](http://www.amf-france.org);

**Insurance Broker:** as we fall within Category B, we are not under contractual obligation to work exclusively with any insurance providers. A list of providers with whom we work is available upon request.

We declare that there exists no contractual or financial relationship with any financial, commercial or administrative bodies representing more than 10% of our revenue.

## Professional Indemnity Cover

In accordance with law and ANACOFI-CIF's code of conduct, your adviser is in possession of professional indemnity cover with financial guarantee that adequately covers their different activities. This cover conforms to the requirements set out in the Monetary and Financial Code (*Code monétaire et financier*) and the Insurance Code (*Code des assurances*).

In accordance with legal requirements, Aisa International holds a professional indemnity insurance policy with AIG Europe Limited (policy number 2401200/RD00750604S), located at: Succursale pour la France, Tour CB21, 16 Place de l'Iris, 92040 PARIS LA DEFENSE CEDEX.

Your adviser has undertaken to adhere fully to the ANACOFI-CIF Code of Conduct, available from their office or online at [www.anacofi.asso.fr](http://www.anacofi.asso.fr). A copy of the Code of Conduct is also included with this document.

## How we Charge

Aisa International offers independent investment advice and considers a wide range of financial strategies and products, ensuring that the services are appropriate for clients. At your first meeting we gather information about you to help define your needs and priorities.

### Charges fall into three categories:

- a) **Initial charges:** these are the upfront costs of our services. We offer several types of initial service depending on your needs.
- b) **Ongoing charges:** once your financial plan is in place it is important to keep it under review so it can be adapted, where necessary, as your circumstances change. Our ongoing services are designed to do this.
- c) **Other charges:** there may be additional costs and charges (including taxes) related to the business we arrange, which you will be informed of.

As a client you will receive a copy of our *Lettre de Mission* (Engagement Letter) which will set out the agreed services and confirm how much this will cost. All actual charges and fees will be agreed with you before any work is done and all payment options will be explained. You will also be informed where any fees are subject to VAT.

## Method of Communication

As part of Aisa International's dealings with the client, communication between the two parties will take place by post, email, telephone or Skype. The key documents will be available in French and English, but all further communication between the company/ adviser and the client will be in English.

### Complaints procedure

(Article 325-12-1 of RGAMF and AMF Directive no. 2012-07 of 13/07/12 – amended 24/04/13, 20/11/13 and 17/10/2014)

**In the first instance, please consult your adviser.** You can contact your adviser about any complaints in the following ways:

By post: La Jaubertie, St Maime de Pereyrol, 24380, France

By e-mail: [support@aisainternational.fr](mailto:support@aisainternational.fr)

By phone: +33 (0)9 71 07 21 08

**How your complaints are handled:**

Your adviser is committed to handling your complaint within the following time limits:  
 A maximum of ten (10) working days from the adviser receiving the complaint to acknowledge receipt thereof, except where the response is provided within this time;  
 A maximum of two (2) months from the date the complaint is received to the date the response is sent to the client, except in duly justified particular circumstances.

**As a last resort, if your complaint has still not been resolved, you can engage the free services of a *Médiateur* (Ombudsman):**

**I – *Médiateur* for disputes with a company:**

Médiateur de l’Anacofi  
 92 rue d’Amsterdam  
 75009 Paris

**II – *Médiateur* for disputes with a client/customer:**

For dealings with an adviser  
 Mme Marielle Cohen-Branche  
 Médiateur de l’AMF  
 Autorité des Marchés Financiers  
 17, place de la Bourse  
 75082 Paris cedex 02

For business involving Insurance  
 La Médiation de l’Assurance  
 TSA 50110  
 75441 PARIS CEDEX 09  
 Website: [www.mediation-assurance.org/Saisir+le+mediateur](http://www.mediation-assurance.org/Saisir+le+mediateur)

I, the undersigned, \_\_\_\_\_, confirm that I have received a copy of the Document d’entrée en relation (Document for new business).

The Client	The Adviser
Place:	Place:
Date:	Date:
Signature:	Signature:

**Reminder:** The key documents will be available in French and English, but all further communication between the company/adviser and the client will be in English.

**Rappel:** Les documents clés seront disponibles en français et anglais, mais toute autre communication entre le conseiller et le client seront en anglais.

## ANACOFI-CIF CODE OF CONDUCT



This code must be applied in its entirety by members of **ANACOFI-CIF**.

It has been written to conform with articles 325-1 to 325-13 of the general regulation of the *Autorité des Marchés Financiers* (AMF – Financial Markets Authority), to the monetary and financial code and to remarks and expectations expressed by the AMF up to and including the interpretations made of legal texts.

Every CIF association member must respect, in addition to this code of conduct and the applicable laws and regulations, the provisions of the General Regulation of the AMF relevant to his/her work.

They ensure that any natural persons employed to carry out the activity of advising in financial investments conform to the applicable laws, regulations and professional obligations.

This code must be made available to clients, prospective clients and partners of members.

Members are reminded that the non-respect of all or part of the articles of this code may result in an expulsion from **ANACOFI-CIF**.

### **ARTICLE 1 – THE INTEREST OF THE CLIENT**

Every member of **ANACOFI-CIF** carries out their work in a manner which prioritises the best interests of their clients.

In this regard, they are obliged to:

§ Respect the perimeters of their mission with regard to the nature of operations carried out conforming to I, II and IV of article L.541-1 of the monetary and financial code reproduced below:

I.-Financial investment advisers are persons carrying out as their usual occupation the following activities:

1° Investment advice mentioned in 5 of the article L. 321-1;...

3° Advice pertaining to the provision of investment services mentioned in article L. 321-1;

4° Advice pertaining to the carrying out of operations on various assets defined in article L. 550-1.

II.-Financial investment advisers can also provide the service of reception and transmission of orders on behalf of third parties, within the conditions and limits fixed by the general regulation of the *Autorité des Marchés Financiers*, and carry out other advisory activities in wealth management. ...

IV.-Financial investment advisers cannot usually be paid to give legal advice or write deeds under private seal for others except within the conditions and limits of articles 54, 55 and 60 of law n° 71-1130 of 31st December 1971 pertaining to the reform of certain judicial and legal professions.”

§ Respect their duties and obligations towards the clients as specified in article L. 541-8-1 of the monetary and financial code reproduced below:

“Financial investment advisers must:

1° Conduct themselves with loyalty and act with fairness in the best interests of their clients;

2° Carry out their activities, within the permitted limits of their position, with the necessary competence, care and diligence in the best interests of their clients, in order to offer them services adapted and proportionate to their needs and objectives;

3° Be equipped with the resources and procedures required to carry out their activities and implement these resources and procedures in an efficient manner;

4° Ask their clients and potential clients, before formulating advice mentioned in I of article L. 541-1, about their knowledge and experience regarding investment, as well as their financial situation and investment objectives, in order that they can recommend to them operations, instruments and services adapted to their situation. Where clients or potential clients do not communicate the required information, the financial investment advisers will refrain from recommending any of the aforementioned operations, instruments and services;

5° Communicate to clients, in an appropriate manner, the legal nature and extent of possible relations maintained with institutions promoting products mentioned in 1° of article L.341-3, the information pertinent to the clients making any decisions, in addition to the information concerning the adviser's payment arrangements, notably the pricing of their services. These rules of good conduct are specified by the general regulation of the *Autorité des marchés financiers*.

The codes of conduct mentioned in article L. 541-4 must respect these instructions/requirements that they can specify and supplement."

§ Not receive any funds other than payment for the advisory service as set out in article L.541-6 of the monetary and financial code,

§ Have the resources and procedures required to carry out their activities (cf. article 3-MEANS),

§ Have professional indemnity insurance with financial guarantee that adequately covers the carrying out of their work,

§ Communicate, in an appropriate manner, pertinent legal information in the context of client relations and according to the terms recommended by ANACOFI-CIF, including, as a minimum, the sending of the CIF Legal Information Sheet, which contains in particular:

**Association Nationale des Conseils Financiers-CIF (ANACOFI-CIF) – National Association of Financial Investment Advisers**

**Industry body certified by the Autorité des Marchés Financiers (AMF)**

1. The legal statuses of the adviser and the contact details of the corresponding supervisory authorities,
2. The unique registration number appearing on the unique register of intermediaries of Banking, Finance and Insurance (ORIAS),
3. Where appropriate, their status as a direct seller and the identity of the client(s)/principal(s) for whom they carry this service out,
4. The nature and extent of the professional indemnity insurance of the adviser,
5. The financial guarantee that the adviser possesses,
6. The administrative details of the institution that the adviser represents,

7. The partners of the adviser: companies or providers of financial products and the legal relationship which exists between the two parties, being as a minimum those defined in article 4 (INDEPENDENCE) of this Code of Conduct,
8. The companies, product providers or institutions which hold a significant proportion of the capital of the company that the adviser represents,
9. The general rate of the adviser, if applicable; if not, the method of determining the invoicing of the client, in addition to the method of determining the remuneration of the adviser,
10. The adviser's process for handling complaints, and the contact details of the person responsible (where applicable),
11. The contact details of the ANACOFI *Médiateur* (ombudsman) and the supervisory authorities to whom the adviser answers.

§ Find out about their clients' situations, knowledge and investment experience, in addition to their investment objectives, according to the methods recommended by ANACOFI-CIF or those inspired by them, which notably require:

1. Obtaining the maximum possible information regarding the civil status of the client and their household,
2. Obtaining the maximum possible information about assets, liabilities, financial flows and more generally about the wealth and finances of the client,
3. Obtaining the maximum information possible on the legal considerations of the client,
4. Obtaining information regarding the client's aversion to risk and financial competence,
5. Obtaining information regarding the client's financial competence to enable the adviser to determine to which category the client belongs,
6. Defining the client's objectives in order to be able to conduct the mission with the sole purpose of achieving them,
7. Putting in place all the necessary means and procedures in order to collect, use, assure traceability and retain the client's information.

§ Communicate to the client, in an appropriate manner, the mission timeline as predicted by the adviser and the expected costs of carrying out said mission. This information should be submitted to the client after they have signed a copy of the *lettre de mission* (engagement letter) which conforms to a standard template produced by ANACOFI-CIF which notably stipulates:

1. The client read and familiarise themselves with the CIF Legal Information Sheet given at the time of entering into a working relationship,



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2. The nature of the mission,
3. The duration or timeline of the mission,
4. The information and support arrangements for the client,
5. The nature of the remuneration of the adviser and the methods by which they are calculated,
6. The benefits in kind which allow the provision of advice or which are necessary for this provision.

§ Submit a written report of the conclusions, opinions and advice that emerge from the analysis of the information collected, which conforms to the guidelines recommended by ANACOFI-CIF. This report will explain in detail the provided responses in a way that is appropriate to the status of the client and based on:

- 1. The evaluation of the client's financial situation and investment experience;
- 2. The client's investment objectives.

§ Ensure the clients are looked after on a basis which follows the legal and regulatory requirements for frequency of contact, and those set out in the initial *lettre de mission* (engagement letter). This initial contact, which must be formalised, will be dedicated to the verification of the long-term adaptation of product(s) initially advised to the client and the updating of information relative to their situation,

§ Establish and maintain an efficient and transparent procedure for handling the complaints of existing and potential clients in a reasonable and timely manner. This procedure will be proportionate to the size and structure of the member organisation of ANACOFI-CIF and available at no cost to the clients. Every complaint must:

- be able to be sent to the adviser at no cost;
- be handled on an equal, standardised basis;
- be systematically logged and handled according to precisely defined measures;
- be followed up in order to identify the failings and put in place appropriate corrective measures;
- receive a response within a maximum of 2 months, except in exceptional circumstances.

§ Comply with all regulation relevant to the carrying out of their activities. Every natural person in charge of managing or directing a member of ANACOFI-CIF ensures that the entity complies with laws, regulations and professional obligations.

Where they employ several persons, every member of ANACOFI-CIF will use a structure and written procedures which allow them to carry out their activities in compliance with regulation,

§ Use terminology that is as accessible as possible for the client,

§ Not handle a CIF mission if they have not obtained the necessary information,

Where an adviser acting in the capacity of a CIF produces correspondence or promotional material, regardless of the medium, to clients and potential clients, they ensure that the content is accurate, clear and not misleading, in accordance with articles 325-5 and 314-10 to 314-17 of the General Regulation of the AMF.

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Advertisements and promotional material must be clearly identifiable as such.

These documents must include:

1. Their name or, where they are acting under a legal entity, their company name;
2. Their professional address or, where they are acting under a legal entity, the company's office address;
3. Their status as a financial investment adviser and the identity of the professional body of which they are a member;
4. The unique registration number appearing on the unique register of intermediaries of Banking, Finance and Insurance (ORIAS).

### **ARTICLE 2 – COMPETENCE**

Every natural person in charge of managing or directing a member of ANACOFI-CIF or an employee of this member, qualified to carry out financial investment advisory services, carries out their work with the required competence, care and diligence, in the best interests of their clients. In this respect, they are obliged to maintain the extent and quality of their professional knowledge through continuous and appropriate training, and to be bound by the technical monitoring regulations specific to **ANACOFI-CIF**.

These regulations require that, as a minimum, they participate in the annual training, organised by the association, called “regulatory monitoring”, and have participated in a number of hours of training in the year, as specified by the General Assembly in agreement with the AMF, provided by the association or bodies and on modules validated by the training commission of **ANACOFI-CIF**.

Every member of ANACOFI-CIF ensures that the people they employ, particularly those who carry out work as financial investment advisers, meet the conditions of professional competence and good repute. They will send the list of their employees carrying out advisory work to the association before commencing activity.

They ensure that these employees respect the obligations imposed on them by the association.

They ensure that all documents attesting to these competences are available to inspectors.

They shall also make available all documents attesting that every employee required to know information of a confidential nature is bound by an obligation of confidentiality.

### **ARTICLE 3 – MEANS**

Every member of **ANACOFI-CIF** acknowledges that they are bound by an obligation of means with regards to their client.

Every member of **ANACOFI-CIF** undertakes to do whatever possible to have the resources necessary for the successful execution of their work.

They must, without question, be able to:

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- Have use of a work space that allows them to carry out their work under the right conditions and which ensures discretion for any conversations they may have with clients. If there is any doubt, the case shall be referred to the board of directors.
- Have the means to securely store information
- Have the means to timestamp and verify that it is indeed the client who has passed the order, in accordance with the rules in force in the event that the Reception-Transmission of Orders (RTO) on units or shares of collective investment schemes/mutual funds is proposed. It is reminded that pursuant to article 325-13 of the General Regulation of the AMF, the adviser offering RTO missions undertakes to formalise said missions by written agreement, implementing this following the provision of advice, and to timestamp and archive all documents relating to the mission.

### **ARTICLE 4 – INDEPENDENCE**

Every member of **ANACOFI-CIF** carries out their work completely independently. In this regard, they are obliged to:

- Act fairly and equitably in the best interests of their clients,
- Inform their clients of all contractual, financial or equity-based relationships with financial, commercial or administrative bodies, from the moment these relationships could harm the member's independence or represent a source of revenue or a share of the adviser's company's capital exceeding 10%,
- Endeavour to avoid conflicts of interest and, where these cannot be avoided, to ensure that clients are treated equitably or that the adviser ends the mission.

### **ARTICLE 5 – TRANSPARENCE**

Every member of **ANACOFI-CIF** is obliged to specify as a minimum the nature and the method of calculating their remuneration, from the first meeting (Cf. Article 1 – THE INTEREST OF THE CLIENT/CIF Legal information sheet) then provide the additional information established by the current General Regulation of the AMF in the *lettre de mission* (engagement letter) and/or the mission report.

### **ARTICLE 6 – CONFIDENTIALITY**

Every member of **ANACOFI-CIF** is obliged to respect confidentiality and is prohibited from using for the purposes of personal interest any confidential information that they possess.

Every member bound by the observance of professional confidentiality undertakes not to contravene this except by request by the supervisory authorities or by the law.

In addition, they are obliged to take the necessary organisational measures to avoid the circulation of confidential information outside of their company.

### **ARTICLE 7 – INTERPROFESSIONALITY**

Every member of **ANACOFI-CIF** is obliged to develop the necessary interprofessional relationships to carry out the work with which they have been entrusted.

They therefore refrain from any action that their status, competence and means does not allow them to carry out in accordance with the law.

Every mission handled in the context of interprofessionality must comply in accordance with this Code.

#### **ARTICLE 8 – ANTI-MONEY LAUNDERING AND ANTI-TERRORISM**

Every member of ANACOFI-CIF must keep up to date with the current legal and regulatory provisions regarding anti-money laundering and combating the financing of terrorism.

They must respect these provisions and in particular article 325-12 of the RGAMF, but also declare to TRACFIN [the unit of the French government responsible for tackling money-laundering and the financing of terrorism] any transaction or situation that they suspect may be a result of criminal activity or linked to the financing of terrorism.

#### **ARTICLE 9 – INFORMING THE ASSOCIATION**

In accordance with article 325-11-1 I of the RGAMF, every member of ANACOFI-CIF undertakes to inform the association of any relevant change to information provided, and of any change of circumstance that may have consequences for their membership as a financial investment adviser.

They undertake to respond to any requests for information from the association and particularly concerning the information contained in the annual information sheet referred to in II of article 325-11-1 of the RGAMF.

#### **ARTICLE 10 – ETHICS**

Every member of **ANACOFI-CIF** must be committed to demonstrating honesty, probity and professional integrity at all times.