



Independent, whole of life, holistic financial planning from Oakley Place

Client and Fee Agreement for Investments and Insurances

Oakley Place is an Appointed Representative of Eastmills Limited, which is authorised and regulated by the Financial Service Authority. The Financial Conduct Authority (FCA) regulates the financial services industry in the UK and their address is 25 The North Colonnade, Canary Wharf, London, E14 5HS.

You can check this on the FCA's register by visiting the FCA's website www.fca.gov.uk/register FCA No. 446389 or by contacting the FCA on 0845 606 1234.

Oakley Place Ltd Registered Office: Unicorn House, Garmston, Eaton Constantine, Shrewsbury, SY5 6RL
Registered in England No. 10285701

Our services

Oakley Place Ltd ("Oakley Place") is able to act on your behalf in advising you on investments and non-investment insurance contracts to suit your specific circumstances. We offer an unbiased, independent financial planning service and will recommend products, services and solutions based on a comprehensive and fair analysis of the market. We will place no restrictions on the products, services and solutions available before providing recommendations, unless you instruct us otherwise. We will only make a recommendation when we know it is suitable for you.

We provide or facilitate all available services to support you throughout your financial planning journey including:

- Retirement Planning
- Inheritance Tax Planning
- Tax Planning
- Multi-generational financial planning
- Wills and Powers of Attorney
- Trusts and Charitable Giving
- Protection for you and your family

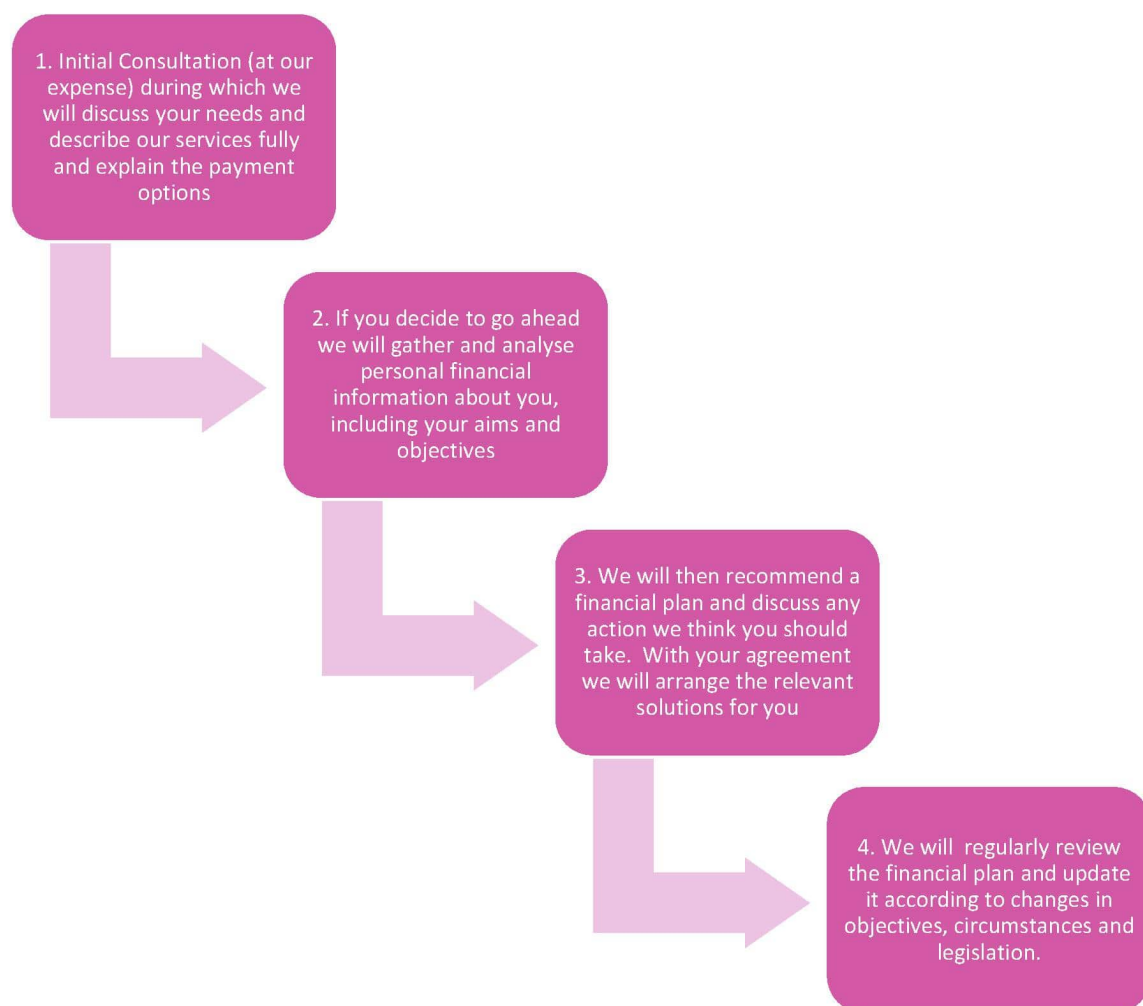
We have a referral network of accountants and solicitors for accounting and legal services.

We consider all types of retail investment products which are capable of meeting your needs and objectives. The FCA defines a retail investment product as:

- a life policy (includes personal pensions)
- a unit in a collective investment scheme
- a Stakeholder Pension Scheme (including a Group Stakeholder Pension Scheme)
- a security in an investment trust
- any other designated investment, with exposure to underlying financial assets, in a packaged form which modifies that exposure when compared with a direct holding in the financial asset such as a Venture Capital Trust ("VCT")
- structured capital at risk products

We will also consider relevant financial products and services other than retail investment products which may be appropriate for your investment needs and objectives, such as bespoke discretionary investment management, National Savings and Investments ("NS&I") products and cash deposits. In addition, we will consider your pure protection requirements and make recommendations as appropriate - we will charge separately for this advice by fee or commission and will agree such fee or commission with you in advance.

Working Together



You should be aware that investments carry varying degrees of risk and their underlying value can fall as well as rise you may not get back the full amount invested.

Our Investment and Insurance Services - Stages and Fees

1. As mentioned above, our initial consultation is free of charge. This helps us to understand your financial objectives and will confirm how we can support you in working towards these. As part of the initial consultation we will discuss our costs for the services available both initial and ongoing throughout our relationship with you.

Our services are charged by way of a fee, except in the establishment of life insurance policies, when we believe it to be in the client's interest for us to be paid by commission.

2. If we were unable to gather all the required information in the initial consultation, (for example, because we need to speak to a pension provider ourselves to ask specific questions about a policy that you have) we will continue to gather this either via remote methods (telephone and email) or during a second meeting.

We will usually not charge any fee for the continued gathering of information. If a fee is needed due to the significant amount of work being involved, we will explain this and talk you through your options.

3. With the gathered information, research and the analysis of your risk profile we will design your financial plan which will be written up as a formal recommendation report. If appropriate, this will include a cash flow forecasting report. When you are familiar and comfortable with the recommended plan, you can sign the implementation paperwork to put it in place.

When we start work on stage 3, a commitment fee will be allocated. However, we will only invoice you for this fee if you decide not to proceed with the implementation of the recommendations. This fee is usually equal to the minimum initial fee of £1,000, but could be more in complex cases.

Should you go ahead with the implementation of the recommendations, only the initial fee agreed in stages 1 and 2 will be paid, usually when the implementation is complete. In other words, the commitment fee will be written off, replaced by the initial fee.

Upon receipt of your instruction to proceed with any of our recommendations we will act for you in the following ways:

- Handle all fund and policy administration on your behalf
- Provide regular updates to keep you informed of progress
- Ensure all your documents are issued in line with your expectations
- Provide confirmation of actions taken on your behalf

The charge for this service is usually 1% of the amount you invest and/or transfer, subject to minimum fee of £1,000. The fee will be agreed in advance of implementation. In more complex cases, such as defined benefit pension transfers, the fee could rise up to 3%.

This payment can either be taken from your investment upon receipt by the policy provider or paid directly by you.

Example 1: if we arrange an investment on your behalf for £50,000 our implementation fee would be £1,000 as this is the minimum initial fee.

Example 2: if we arrange investments on your behalf totalling £250,000 our implementation fee would be £2,500.

Example 3: if we arrange a defined benefit/final salary pension transfer on your behalf totalling £100,000 our implementation fee would typically be up to £3,000.

4. We believe ongoing regular reviews are an important and integral part of financial planning. These ensure that your financial plan adapts to your changing objectives, timescales, legislation and circumstances.

Details of Oakley Place services, options and fees are set out in our Engagement document.

We will discuss and agree the level of ongoing service that you require during our initial meetings. Typically, Oakley Place clients receive either 12 monthly or 6 monthly review meetings, depending on the complexity of the financial planning, your specific requirements and the total fees being paid.

The ongoing fee will usually be based on the fluctuating value of the pensions and investments overseen by Oakley Place and is typically 0.75% per annum on assets up to £1million and 0.5% per annum on total assets above £1million. A fixed annual fee can be agreed instead, but this will usually reflect the equivalent value-based fee.

The amount you pay will fluctuate with the value of your investment; if your investment increases in value the amount you pay us will also increase and if your investment falls in value the amount you pay will reduce. Any change to the level of service throughout the agreement will result in a pro-rata charge being applied.

The charges can be deducted from your investments, pensions or paid directly by you. In relation to pensions it will be proportional to the amount of pension specific advice given within the overall financial plan

The minimum annual fee in any case will be £1,000 per annum.

Example 1: if your investments are valued at £50,000 the annual fee will be £1,000 as this is the minimum fee.

Example 2: if your investments are valued at £250,000 the annual fee will be 0.75%, which is £1,875.

Example 3: if your total portfolio overseen by Oakley Place is valued at £2million, the annual fee will be 0.5%, which equals £10,000.

Should you decide to cancel our agreement to provide on-going services you must provide written confirmation of your decision. There will be no penalties for cancelling our agreement and the termination will be effective from the date of receipt of the letter. Pro rata fees will be deducted up to the date of termination.

Our Ethical Policy

We are committed to providing the highest standard of financial advice and service possible. The interest of our clients is paramount to us and to achieve this we have designed our systems and procedures to place you at the heart of our business. In doing so, we will:

- be open, honest and transparent in the way we deal with you
- not place our interests above yours
- communicate clearly, promptly and without jargon
- seek your views and perception of our dealings with you to ensure it meets your expectations and/or to identify any improvements required

How are you protected?

Unless we notify you in writing to the contrary, we will be treating you as a “retail client”. This means that you are afforded the highest level of protection under the regulatory system and should have the right to take any complaint to the Financial Ombudsman Service.

Any advice or recommendation that we offer to you, will only be given after we have assessed your needs and considered your financial objectives and attitude to any risks that may be involved. We will also take into account any restrictions (e.g. ethical) that you wish to place on the type of products you would be willing to consider.

With very few exceptions, we will confirm to you in writing the basis of our recommendations along with details of any special risks associated with the products recommended.

Full details of the products we recommend to you including, for example, the minimum duration of the product, information on your right to cancel or whether there is no right to cancel, and any other early termination rights and penalties, will be covered in the relevant product disclosure information you will receive before conclusion of any contract.

We will issue any documentation/recommendations and any other communication to you in English (unless agreed otherwise).

We may, on occasion, advise on other financial products which are not regulated by the FCA. The Financial Services Compensation Scheme does not apply to any of these products.

Under the terms of this agreement, we may, if appropriate, advise you on investments which are not readily realisable. We would draw your attention to the risks associated with these investments as there is a restricted market for them. In some circumstances it may therefore not be possible to deal in the investment or obtain reliable information about its value.

VAT

In most cases our services are exempt from VAT.

Our fees for the following services carry VAT at the standard rate:

- if we do not make any recommendations regarding any products - this includes the fees for the provision of general financial advice, tax planning, financial health checks; and/or
- if we recommend a discretionary investment manager for a bespoke investment management service without also recommending a SIPP, ISA, or offshore bond within which the portfolio will be held
- if we make recommendations and you decide not to have these implemented, the fee which would usually be exempt from VAT, will become chargeable to VAT. This refers specifically to the commitment fee, should it become payable.

Cancellation Rights

In most cases you can exercise a right to cancel by withdrawing from the contract. In general terms you will normally have a 30 day cancellation period for a life, pure protection, payment protection or pension policy and a 14 day cancellation period for all other policies.

For pure protection policies the start of the cancellation period will normally begin when you are informed that the contract has been concluded or, if later, when you have received the contractual terms and conditions. In other cases, the cancellation period will begin on the day the contract is concluded or, if later, the day on which you receive the contractual terms and conditions. Instructions for exercising the right to cancel, if applicable, will be contained in the relevant product disclosure information, which will be issued to you.

If you cancel a single premium contract, you may be required to pay for any loss you might reasonably incur in cancelling it which is caused by market movements. This means that, in certain circumstances, you might not get back the full amount you invested if you cancel the policy.

Treating Customers Fairly

We are committed to providing the highest possible levels of service to our clients and have embraced the Financial Conduct Authority 'Treating Customers Fairly' principle. To this end, we welcome your feedback on any element of our service to help us provide the right services and make improvements.

Although we have a complaints procedure, we would prefer that you raise any areas of concern with us before it becomes a problem. Please get in touch with your financial planner at any time.

Client Money

Oakley Place is not permitted to handle client money and we cannot accept a cheque made out to us (unless it is in respect of an item for which we have sent you an invoice) or handle cash.

Documentation

We will endeavour to make arrangements for all your investments to be registered in your name unless you first instruct us otherwise in writing. All policy documents will be forwarded to you as soon as practicable after we receive them. If there are a number of documents relating to a series of transactions, we will normally hold each document until the series is complete and then forward them to you.

Instructions

We prefer our clients to give us instructions in writing, to aid clarification and avoid future misunderstandings. We will, however, accept oral instructions provided they are then confirmed in writing.

Conflicts of Interest

We will act honestly, fairly and professionally and always in the best interests of our clients. Occasionally situations may arise where we or one of our other clients have some form of interest in business transacted for you. If this happens or we become aware that our interests or those of one of our other clients conflict with your interest, 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.

What to do if you have a Complaint

Our clients value the service we provide and often recommend us to others. In the unlikely event that you are not satisfied and wish to register a complaint, please contact us at our contact address, 1 Broom Hollow, Loggerheads, Market Drayton, TF9 4NT. Our written complaints procedure is available upon request. If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service ("FOS"). Further information about the FOS is available from their website: www.financial-ombudsman.org.uk. Their address is The Financial Ombudsman Service, The Exchange Tower, London E14 9SR

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS) if we cannot meet our obligations. This is dependent upon the type of business and the circumstances of the claim. Most types of investment business are covered up to a maximum limit of £50,000, whereas Insurance business is covered for 90% of the claim, without any upper limit.

Further information about this compensation scheme arrangement is available from the FSCS. The FSCS can be contacted by visiting their website www.fscs.org.uk or at the following address: Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15, St Botolph Street, London, EC3A 7QU.

Data Protection

Your personal information is very important to us.

The information that you provide as part of the financial planning process is subject to the Data Protection Act 1998 (the "Act"). By signing this document you consent to us or any company associated with us for

processing, both manually and by electronic means, your personal data for the purposes of providing advice, administration and management.

“Processing” includes obtaining, recording or holding information or data, transferring it to other companies associated with us, product providers, the FCA or any other statutory, governmental or regulatory body for legitimate purposes including, where relevant, to solicitors and/or other debt collection agencies for debt collection purposes and carrying out operations on the information or data.

In order to provide services to you we may be required to pass your personal information to parties located outside of the European Economic Area (EEA) in countries that do not have Data Protection Laws equivalent to those in the UK. Where this is the case we will take reasonable steps to ensure the privacy of your information.

We may also contact you or pass your details to other companies associated with us to contact you (including by telephone) with details of any other similar products, promotions, or for related marketing purposes in which we think you may be interested.

The information provided may also contain sensitive personal data for the purposes of the Act, being information as to your physical or mental health or condition; the committing or alleged committing of any offence by you; any proceedings for an offence committed or alleged to have been committed by you, including the outcome or sentence in such proceedings; your political opinions; religious or similar beliefs; sexual life; or your membership of a Trade Union.

If at any time you wish us or any company associated with us to cease processing your personal data or sensitive personal data, or contacting you for marketing purposes, please contact The Data Protection Officer on 0330 001 0715 or in writing at 1 Broom Hollow, Loggerheads, Market Drayton, TF9 4NT.

You may be assured that we and any company associated with us will treat all personal data and sensitive personal data as confidential and will not process it other than for a legitimate purpose. Steps will be taken to ensure that the information is accurate, kept up to date and not kept for longer than is necessary. Measures will also be taken to safeguard against unauthorised or unlawful processing and accidental loss or destruction or damage to the data.

Subject to certain exceptions, you are entitled to have access to your personal and sensitive personal data held by us. You may be charged a fee (subject to the statutory maximum) for supplying you with such data.

Anti-money Laundering

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 their behalf, and to ensure that the information we hold is up-to-date. For this purpose we may use electronic identity verification systems and we may conduct these checks from time to time throughout our relationship, not just at the beginning.

Protection

This client agreement is governed and shall be construed in accordance with **English** Law and the parties shall submit to the exclusive jurisdiction of the **English** Courts.

Force Majeure

Oakley Place shall not be in breach of this Agreement and shall not incur any liability to you if there is any failure to perform its duties due to any circumstances reasonably beyond its control.