

CLIENT AGREEMENT

Essentially Financial Ltd is an Appointed Representative of Caerus Financial Ltd.

Caerus Financial Ltd is part of the Caerus Capital Group, which is wholly owned by Intrinsic Financial Services Ltd. Old Mutual Wealth Holdings Ltd owns 100% of the share capital of Intrinsic Financial Services Ltd. Caerus Financial Ltd is authorised and regulated by the Financial Conduct Authority. FCA number 497604. Caerus Financial Ltd is a limited company registered in England and Wales, registered number 06784783. Registered office address of Wiltshire Court, Farnsby Street, Swindon SN1 5AH.

You can check this on the FCA's Register either at <https://register.fca.org.uk/> or by contacting the FCA on 0800 111 6768.

The Financial Conduct Authority address is 25 The North Colonnade, Canary Wharf, London E14 5HS.

Our Commitment to You

Prior to providing you with any advice we will take time to understand your objectives, current needs, circumstances and attitude to investment risk. Any advice provided will be confirmed to you in writing.

Client Classification

Essentially Financial Ltd classifies all clients as 'retail clients' for investment business and 'consumers' for non-investment insurance business, which means you are afforded all protections under the rules of the Financial Conduct Authority (FCA). Should you wish to be classified differently for investment business, please discuss this with your adviser. Your adviser will inform you should your circumstances dictate that we would need to classify you differently for non-investment insurance business.

Methods of Communication

Unless you advise us otherwise, we will communicate with you via any of the following methods of communication. Face to Face, E-mail, Telephone, Letter and/or Fax.

Language

Please note that all our communications and documents will be provided to you in English.

Investment and Non-Investment Insurance Services

Essentially Financial Ltd is permitted to advise on and arrange (bring about) deals in investments and non-investment insurance contracts.

With regard to investments and non-investment insurance contracts which we have arranged for you, these will not be kept under review unless we agree otherwise. However, we may contact you in the future by means of an unsolicited promotion should we wish to contact you to discuss the relative merits of an investment or non-investment insurance contract or service which we feel may be of interest to you.

Essentially Financial Ltd does not handle clients' money. We never accept a cheque made out to us (unless it is in settlement of our fees for which we have sent you an invoice) or handle cash.

Scope of Advice

Investment

We will advise and make recommendations to you after we have assessed your needs which are based on a comprehensive and fair analysis of the market.

Non-investment Insurance

We offer products from a range of insurers on the basis of a fair analysis of the market. Examples are Term Assurance, Critical Illness and Income Protection Insurance. Feel free to ask us for a list of providers we offer insurance from.

Conflicts of Interest

Sometimes, we may have an interest in the business we are advising you on. If we find out that our interest in a matter clashes with yours, we will write and tell you immediately and ask for your permission to carry on with our service. Further details about how we treat conflicts of interest can be requested at any time.

Best Execution

It is our policy to transact your business in order to achieve the best possible results in terms of the nature and price of the products selected, transaction charges, administration and service excellence. Further details of our policy regarding this are attached to the back of this document.

Termination of our Services

Either you or we may terminate our authority to act on your behalf at any time.

You will be liable to pay for any advice or services that you have received prior to the date of termination. This means that where we have agreed and undertaken an element of work or have provided advice and services and you have agreed that we will receive payment for these, either by means of a fee or by receiving commission from a provider, you will be required to pay us for any work we have completed up to the date of termination.

Data Protection

For details of our Data Protection statement and policy please refer to the section towards the end of this agreement along with the consent form.

Our Services and Remuneration

Outline and Options

Essentially Financial Ltd offers you an initial meeting to understand in broad terms your needs and objectives and to agree with you that our services are right for you going forward. This meeting usually lasts for around one hour, the cost of which is met by our firm.

Thereafter, we offer either an Advice and Ongoing Review or a Transactional Advice service and we will agree which is most appropriate for your needs.

With the Advice and Ongoing Review service we offer a detailed and comprehensive service including the offer of an annual face to face review meeting along with an annual policy statement showing the value of any investments we have arranged for you or come under our management. Your investments held under our influence will also be re-balanced quarterly to maintain your attitude to investment risk where we recommend and operate one of our Model Portfolios. We will also work with you to assess how on track your financial plans are and make recommendations and amendments as needs be.

With the Transactional Advice service, your investments will not be kept under review and we will not provide any ongoing advice.

We charge for our advice and services by way of a fee which may be by an hourly rate, a fixed amount, a percentage base being deducted from the investment contributions/premiums (the contribution) prior to the investment being made, an ongoing fee or a combination of.

Prior to commencing any aspect of work, we will explain and agree with you the services you would like us to deliver and how you will pay for these.

We will always confirm both verbally and in writing to you the cost of our advice and services along with how and when you will be asked to pay for these. We will ask for your consent to the cost of our advice and services in conjunction with the payment method by asking you to sign this client agreement along with our fee agreement.

We cannot and will not charge you a fee for work completed without your prior agreement.

You should be clear about the services you require and how you will pay for them before we proceed with any work that may incur a charge. We will not exceed a specified budget limit without first consulting with you and receiving your written commitment to proceed further.

Generally, we will levy the charge for our services at the end of a given advice process but we may agree with you payments on account before commencement.

Please note that if you subsequently choose to cancel an account, contract or policy where we have agreed the fees to be levied within and you cancel the same within the statutory cooling off period, we will apply the charges as advised.

It is likely that the vast majority of our work will be VAT exempt. However, some ongoing service fees may be liable for VAT depending on the nature of the service we agree with you. If this is the case you may be required to pay the VAT rate applicable at the time which based on our understanding of the rules, may have to be applied retrospectively.

We will inform you if VAT is payable on any element of the services offered. Please note where VAT is payable, we are required to pass this on to Her Majesty's Revenue and Customs (HMRC).

Advice and Ongoing Review Service

Stage 1	Initial Consultation Meeting	<ul style="list-style-type: none"> • A full explanation of our company, how we work and the services that we offer • We explore with you in broad terms your needs and objectives and agree with you whether our services are right for you going forward • Discussion to ensure that you fully understand the offering and what you can expect from us
Stage 2	Discovery Meeting	<ul style="list-style-type: none"> • We conduct a full financial review in order to understand and agree with you your needs and objectives based on a comprehensive review of your current financial position • We establish your life goals, aspirations and concerns for you and your family • We collect and assess all relevant personal and financial data and establish your perceived risks • We conduct an in depth assessment to establish your attitude and tolerance to risk
Stage 3	Advice and Recommendations	<ul style="list-style-type: none"> • We request and collate the information relevant to any accounts, investments, policies and schemes that you hold or are entitled to benefits • We clarify your current position and the basis of how that was arrived • We conduct detailed research and analysis of your current arrangements and assess their suitability going forward • Having completed the preparatory work, we prepare our recommendations setting out a roadmap of the strategies we believe most appropriate to meet your needs and objectives
Stage 4	Implementation and Facilitation	<ul style="list-style-type: none"> • We implement the recommended strategy as desired and required • We will forward any policy documentation to you as appropriate and necessary
Stage 5	Ongoing Review	<ul style="list-style-type: none"> • We will regularly review your strategic plan to assess how on track it may be and suggest and then make amendments as needs be • We will test the plan and ensure that it remains correct for the future • We will give you access to view your portfolio online if applicable • We will conduct a portfolio review and rebalancing in line with your attitude to risk and objectives • We will provide you with the ongoing coaching, guidance and proactive support giving you the confidence that you remain on course and will make recommendations to adjust as necessary

We also segment our clients within one of three categories. These are Accumulators, Pre Retirees and Post Retirees. We will provide you with the appropriate Client Service Agreement confirming what is included within the ongoing review element for your category.

Transactional Advice Service

This will involve Stages 1 to 4 as noted within the Advice and Ongoing Review service excluding Stage 5.

Remuneration - Hourly rates

We are required to quote our Hourly Rates which are:-

Financial Adviser - £175 per hour
Paraplanner - £80 per hour
Administration - £50 per hour

Remuneration - Fixed Amount

We operate a scale of fixed charges which depend on the task/s required, an outline of which is listed below. When this applies, we will advise and agree with you at each stage.

Initial Assessment	£750
Fund Performance Review	£450
Retirement Provision Forecast	£450
Portfolio Valuations	£125
Policy Valuations	£25 per Policy
Provision of Pension Contribution details	£50
Requesting and dealing with a Surrender Value	£50

Certain additional services may be required where we outsource to specialists, an example of which being a Transfer Value Analysis from an existing or former Occupational Pension Scheme. In such an instance we will pass the cost onto you which will be advised and agreed prior to commencement.

Depending on your requirements and your agreement we may also charge you an additional ongoing fee.

And although that below is a guide, we will in a number of cases undertake work on a fixed fee basis.

Remuneration - Investment Lump Sums

Most people opt to pay for our advice and services by the deduction of a percentage based fee from the investment amount sent to the account/platform administrator, fund manager or provider (the provider) prior to its investment.

We have a tiered charging model of 3% on the first £100,000 invested and 1.5% over that amount regardless of the product, tax wrapper or combination of. Our fee for the Ongoing Review service is charged at a maximum of 1% per annum where again most people opt for this to be paid as a deduction from their investment and paid by the provider. Alternatively, you could choose not to have this deducted from your investment and could pay for this separately.

As an example, if you invest a lump sum of £100,000 and our fee is £3,000, that amount will be deducted before the remaining £97,000 is invested. The £3,000 is paid to us by the provider as our fee.

To facilitate this, the provider will need explicit consent that you have agreed to this method of payment and we will ask you to confirm this in our fee agreement for onward transmission to the provider.

The full details will be shown to you on the client specific illustration.

Remuneration - Investment Regular Premiums

Again, most people opt to pay for our advice and services by the deduction of a percentage based fee from the investment amount sent to the provider prior to its investment.

In this instance, our model is that we have a flat charge of 3% on each and every contribution made. As an example, if you make a regular contribution of £100 per month our fee is £3 on each contribution made regardless of the tax wrapper/product. If you make no premium/contribution, no such fee is deducted. Again, this is paid to us by the provider as a fee.

As with Investment Lump Sums, the provider will need explicit consent that you have agreed to this method of payment and we will ask you to confirm this in our fee agreement for onward transmission to the provider.

Again, the full details will be shown to you on the client specific illustration.

Remuneration - Pure Protection Policies

For protection products that are not investment based such as Term Assurance, Critical Illness Cover, Whole of Life and Income Protection Insurance, we receive commission from the product provider. Where this is the case, a separate fee will not be payable unless specifically agreed for any additional work that may be required.

Where we receive commission from a provider we will disclose this to you via the client specific illustration so that you know how much we are receiving for arranging this on your behalf.

Remuneration - Non-investment insurance

For non-investment insurance we also receive commission from a provider. Again, where this is the case we will disclose this to you via the client specific illustration so that you know how much we have received for arranging this on your behalf.

What You Can Expect from Us

We will:-

- Listen to your objectives, plans and timescales for your planning needs
- Maintain confidentiality at all times
- Give you an honest appraisal of your situation
- Act promptly in our dealings with you (within the agreed time scales)
- Discharge our duties/obligations to you and our regulatory body at all times
- Maintain accurate records concerning your personal details

We will not:-

- Disclose your information to any third party without prior notice/your agreement
- Advise you to cancel any arrangements without justifiable reason in writing

What We Expect from You

- Disclosure of all relevant financial information including any address or contact detail changes
- Prompt payment on receipt of our account for the advice and services we provide

Our Assurance

We will always endeavor to ensure that your best interests are served, and that you remain happy and confident that our service meets your requirements. We strongly believe that we have a 'duty of care' towards our valued clients, at whatever level you choose and we thank you for entrusting us with your financial planning.

Other Benefits we may Receive

We advise on a range of products from a variety of firms. Some of these firms provide us with annual training, which allows us to offer you a better service. This year we expect to receive training from a variety of firms. Some of the cost of this training may be passed to you as part of the total charges you pay should you choose a product provided by one of these firms. Further information regarding these arrangements is available on request.

Firms may provide us with a specialised software CD-ROM and accompanying amount of training per annum. We use this software in processing your details when you apply for an investment product. Some of the cost of this software may be passed on to you as part of the total charges you pay to the firm. Further information regarding this arrangement is also available on request.

General

Please note that there is a possibility that other costs, including taxes, could be incurred related to transactions in connection with investment business that are not paid via the firm or imposed by it.

For certain transactions that we recommend to you, Essentially Financial Ltd will accrue a notional entitlement under a Discretionary settlement. The value of this entitlement does not impact on the overall charges applied to your investment or policy purchased and the actual cost to you will be disclosed as required by the Financial Services Authority.

In addition to the above, for certain transaction that we recommend to you, we will also receive a royalty payment from the provider as part of the annual management charge. This payment will be made on an annual basis and again will not affect the charges applied to your contract as disclosed to you at the point of application. We will be happy to provide you with details of the payments as they relate to your investment should you request these.

Complaints

If you wish to register a complaint, please contact Caerus Financial Ltd which must be sent in writing to Trident 3, Trident Business Park, Styal Road, Manchester Airport, Cheshire M22 5XB or you can telephone on 0161 488 3530. If you cannot settle your complaint with us, you may be entitled to refer it on to the Financial Ombudsman Service.

Compensation Arrangements

We are 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.

Investment - Most types of investment business are covered for 100% of the first £50,000, so the maximum compensation is £50,000.

Insurance - Insurance advising and arranging is covered for 100% of the claim with no upper limit.

Further information about compensation scheme arrangements is available from the FSCS.

Accounting to You

We will forward to you all documents showing ownership of your investments as soon as practicable after we receive them. Where a number of documents relating to a series of transactions is involved, we will normally hold each document until the series is complete and then forward them to you.

How to contact us and Caerus Financial Limited

You can contact us by phone, fax, e-mail or by writing to us.

	Essentially Financial Ltd	Caerus Financial Ltd
Telephone	020 3137 5398	0161 488 3530
Fax	020 3137 5412	N/A
E-mail	admin@essentiallyfinancial.co.uk	compliance@caerusfinancial.com
Address	Bishops Walk House 19-23 High Street Pinner Middlesex HA5 5PJ	Trident 3 Trident Business Park Styal Road Manchester Cheshire M22 5XB
FCA registration number	530661	497604

Clients Consent

This is our standard client agreement upon which we intend to rely. For your own benefit and protection you should read these terms carefully before signing them. If you do not understand any point please ask for further information.

You will also be considered to have provided your prior consent to our Conflict of Interest policy provided within this Client Agreement and our Best Execution policy (as attached) if we receive an instruction to execute an order on your behalf.

I/We agree that this client agreement will come into effect from the date of issue and confirm our consent to the Best Execution policy attached and the Conflict of Interest policy included herein.

Client Name/s -----

Client Signature/s -----

Date of Issue -----

'BEST EXECUTION' POLICY

Scope

All clients of Essentially Financial Ltd are automatically classified as Retail clients. This policy is applicable when we are receiving and carrying out your instructions.

The objective of this section is to inform you of our Best Execution policy and to obtain your consent to it.

Our Policy and Factors which Affect your Business

Policy - It is our policy to transact your business in order to achieve the best possible results in terms of the price, nature of the products selected, transaction charges, administration and service excellence.

Factors we consider - In doing so we consider the various factors outlined below in order of precedence:-

- Price to you
- Reasonable costs and charges to you
- Speed of service and execution of your business
- Effective administration of where we place your business
- Size and nature of the transaction
- The nature and procedures of the provider chosen
- Any other factors relevant to the execution of your transaction

We will only override the price and cost factors mentioned above if it may assist in delivering the best possible result for your specific current needs and circumstances.

In addition we will also take into consideration:-

- Your client categorisation and how this effects you
- The nature and characteristics of your transaction
- Where your transaction can be directed
- Any specific instructions you give us, whether received on an individual basis or as a general instruction to be applied to all your transactions

Where we Place your Business

Under our policy we will provide you with details, within a suitability report, of where we place your business. This is known as an execution venue and can be, for example, a regulated market such as the stock market, an investment fund or funds, a wrap or a company or an organisation where your business is placed.

Business can be placed into three trading areas:-

1. Through an appropriate third party business (which may or may not be a subsidiary or group company) such as a fund manager or a firm regulated by the Financial Conduct Authority
2. Directly on a regulated market such as the stock exchange

3. Where you have provided your express consent, outside of a regulated market, such as specialist unregulated investments

Where your orders are transferred to another business for completion, we shall select such businesses according to our execution policy with a view to achieving the best possible result for you.

In applying our execution policy we may transact business with one or more companies and markets. A list of who we deal with for your business is available to you upon request. We monitor firms and organisations on an ongoing basis to assess their effectiveness.

In the event that we believe an alternative company, fund or market may be more suitable in achieving the best outcome for you, but is not already included within our list of execution venues, we will use such venues on either an occasional or permanent basis, as appropriate, to ensure you achieve the best possible outcome.

Specific Instructions from you

When you give us one or more specific instructions relating to a transaction we shall execute your order according to your instructions. We will need your instructions confirmed in writing or e-mail should this apply.

In this situation, we can only apply our execution policy with a view to achieving the best possible result in respect of those areas where you have not provided us with specific instructions.

Warnings

It should be noted that your specific instructions may contradict our execution policy and may not necessarily lead to the best possible result for you.

We will need your express prior consent in the event that you want us to place business outside of a regulated market. Your consent may be given to us in writing or by email.

You should be aware that some of our services by their very nature may not allow us to exercise any discretion over the execution of your transaction. In such situations we may not be able to apply this execution policy to any aspect of your instructions.

Monitoring and Reviewing

Where we need to update or amend this policy we shall do so immediately. In addition, we will formally review this execution policy no less than once a year to assess its effectiveness in achieving the best possible result for you.

Where we make a material change, this shall be notified to you the next time we conduct business together.

DATA PROTECTION STATEMENT

The purpose of this Notice

As part of our arrangement with you, Essentially Financial Ltd (“we”, or “us”, or “our”) has certain obligations under privacy laws, including the Data Protection Act (the “Act”) to notify individuals how it will process any personal information it collects about them. This Notice will inform you of what personal information we collect, how that information is used, where it is transferred, and how you may view and amend such information. You may be assured that we will treat all personal information 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 information.

What type of personal information will be processed?

We collect and process various personal data about you for the purposes of providing advice, administration and management services which are explained in more detail below. “Processing” is defined in the Act but could include obtaining, recording or holding information or data. “Personal data” is information which can identify you as a living individual, including where used in conjunction with other information. Common examples of personal data which may be collected and used by us in our day to day business activities include:-

- name
- date of birth
- gender
- ethnicity
- marital status
- address
- telephone number and other contact details (including email addresses)
- job title
- bank account and other financial details

Depending upon the types of products and services you require, the information collected and processed may also contain “sensitive personal data” for the purposes of the Act, which includes information held by us as to:-

- your physical or mental health or condition
- the commission or alleged commission 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
- sexual life
- in limited circumstances, your membership of a Trade Union
- your political opinions, religious or similar beliefs

Any information which we receive fairly and lawfully relating to one of the above categories constitutes sensitive personal data. Examples of likely items which may contain sensitive personal data (although this is not an exhaustive list) are life insurance questionnaires, medical reports and SSP self-certification forms.

Please note that as with personal data, you have freedom of choice when it comes to your decision as to whether you provide us sensitive personal data. In addition to your right to request that we stop processing your personal data and sensitive personal data at any time, you have an opportunity at the end of this Notice to choose not to provide sensitive personal data to us at all. **You should however note that if you exercise this right or subsequently request that we stop processing all or part of your personal data and/or sensitive personal data, this could impact upon our ability to provide you with certain types of product and services and may ultimately result in us being unable to provide them to you at all.**

How will my personal data be collected and used?

We collect personal data from you to the extent necessary to provide advice, administrative and management services and (subject to the provisions below), related marketing activities.

We may process your personal data and sensitive personal data for the following reasons:-

- The administration, management and provision of advice in relation to financial services products
- Our legitimate business processes and activities including internal audit, accounting, business planning and proposed and actual transactions (including joint ventures and disposals of business)
- Compliance with legal (including dealing with claims), regulatory and other good governance obligations

This list is not exhaustive and may be updated from time to time as business needs and legal requirements dictate. Some of the personal data that we maintain will be kept in paper files, while other personal data will be included in computerised files and electronic databases.

Who might my personal data be shared with?

Your personal data will be made available for the purposes mentioned above and only to responsible management, human resources, accounting, audit, compliance, information technology and other corporate staff. **It may also be made available to third parties providing relevant services to us, such as CAERUS Financial Ltd, who provide us with support services, including regulatory support.**

Certain personal data will also be reported to government authorities where required by law and for tax or other purposes. Personal data may also be released to external parties as required by legislation, or by legal process, as well as to companies you authorise us to release your personal data to. We will not sell your personal data to any third party.

Direct Marketing

We may wish to provide you with information about new products, services, promotions and other information in which we think you may be interested. We may send you such information by postal mail, fax and telephone unless you have registered with the appropriate Preference Service (we would be grateful if you could let us know if this is the case). If you purchase a product from us we may retain your address for future mailings. If you do not want your information used for direct marketing purposes at any time, please contact us by e-mail at admin@essentiallyfinancial.co.uk or by telephone on 020 3137 5398 to let us know and we will not send you any direct marketing.

E-mail Marketing

We would also like to provide you with the above information by e-mail. However, we appreciate that e-mail "spam" has become a problem in recent years. If you are a customer or you have previously asked us for information on our products:-

- We may contact you regarding your purchase or other matters regarding transactions between us, or your customer relationship with us, or send you information on our products by e-mail, unless you have asked us not to do so
- We may also use your e-mail address to send you information about our products and services that we think may be of interest to you by way of informational e-mails, unless you have asked us not to do so

A consent tick box is provided at the end of this form for you to indicate your preference to receive e-mail marketing. If you decide at any time that you no longer wish to receive marketing e-mails from us, please email us at admin@essentiallyfinancial.co.uk.

Your right to review and amend personal data

You have the right to review your personal data and sensitive personal data held by us and have any inaccurate information about you corrected. If you wish to do so, or to notify a change in your details, please contact The Data Protection Officer on 020 3137 5398 or in writing at Essentially Financial Ltd, Bishops Walk House, 19-23 High Street, Pinner, Middlesex HA5 5PJ. You may be charged a fee (subject to the statutory maximum) for supplying you with such data.

How to request that we cease processing your personal data

If at any time you wish us to cease processing your personal data or sensitive personal data, or contacting you for marketing purposes, please contact The Data Protection Officer on 020 3137 5398 or in writing at Essentially Financial Ltd, Bishops Walk House, 19-23 High Street, Pinner, Middlesex HA5 5PJ.

How to withhold your consent

Please tick this box if you do not consent to us processing any sensitive personal data

Please tick this box if you are happy for us to contact you for marketing purposes by e-mail

Your consent

By signing below you are confirming that you accept the terms of this Notice. Before doing so, please contact us if you have any queries or concerns regarding the contents of this Notice.

Client Name -----

Client Signature -----

Date -----

Client Name -----

Client Signature -----

Date -----