



Client Agreement

Fee Schedule

Terms of Business

and

Privacy Statement

As required by the Rules of the Financial Conduct Authority and the
General Data Provision Regulations

Independent Pension Specialists Ltd is Authorised and Regulated by the Financial Conduct Authority FCA No. 670043 and is registered in England & Wales number 07411155. The registered address is Inspire House, 20 Tonbridge Road, Maidstone, Kent ME16 8RT

INTRODUCTION

When we meet with you, we will explain how we work on your behalf. This will include discussing your current situation, your financial and personal objectives and obtaining relevant information from you, and if appropriate, other connected parties. We will not undertake any chargeable work on your behalf until we have agreed to work together and have obtained your explicit approval to the fees that are payable. We will also discuss with you the options for payment of such fees.

Some of our work is not directly related to advising on or arranging Financial Products such as Pensions & Investments. It is however advising on such Financial Products that carries with it the greatest burden of regulation, record keeping and paperwork requirements. Much, but not all, of this document therefore covers our Regulatory disclosure requirements, as well as our standard Terms of Business, fee structure and method of working. Much of the document will be in a prescribed format. Please do check with us on any aspect that is not clear before signing and agreeing to our terms.

For administrative and accounting purposes we divide our work between Regulated and Non-Regulated activities and businesses. These businesses are:

- Independent Pension Specialists Limited "IPSL" which is Authorised and Regulated by the Financial Conduct Authority.
- Affinity Integrated Wealth Management Ltd "AIWM" - An Appointed Representative of Buryfield Grange Ltd, which is Authorised and Regulated by the Financial Conduct Authority.
- Genus Financial & Estate Planning which is a trading style of Buryfield Grange Life Planning Ltd (non-regulated).

Advising on, arranging and managing Financial Products are all Regulated activities; all other activities and services are therefore Non-Regulated.

By agreeing to our Terms of Business you are agreeing for the above companies, their staff and representatives to share and exchange data between them in order to provide the services as outlined in this document.

We will agree with you at the earliest opportunity which of our businesses you would be best served by.

LOCATION OF MEETINGS

All Client meetings generally take place in our offices or via video conferencing and our charges reflect this. Where on the rare occasions alternative locations are requested, we will make an additional charge to cover travelling time. This will be agreed in advance but typically will add around £660 per meeting.

THE FINANCIAL CONDUCT AUTHORITY (FCA)

The FCA is the independent watchdog that regulates financial services. This part of the document is designed by the FCA to be given to consumers considering buying certain financial products. You need to read this important document. It explains the service you are being offered and how you will pay for it.

WHICH SERVICE WILL WE PROVIDE YOU WITH?

- Independent advice - for Investments and pension business, we will assess a sufficient range of relevant products available on the market which is diverse in terms of product type and provider to ensure that your investment objectives can be suitably met. We are not limited in the type of product or provider in terms of having any close links with any firms or any contractual relationship with a third party that may impair the independent basis of our advice to you. When looking to address your protection needs, we will provide advice based on a fair and personal analysis of the market.
- Restricted advice - we will advise and make a recommendation for you after we have assessed your needs, but we only offer advice on limited types of products or products from one company or a limited number of companies
- No advice - you will not receive advice or a recommendation from us. We may ask some questions to narrow down the selection of products that we will provide details on. You would then need to make your own choice about how to proceed.

WHAT WILL YOU HAVE TO PAY FOR OUR SERVICES?

Our fee structure reflects the high-quality services we provide. We will agree, as far as possible, the fees payable before commencing any chargeable work on your behalf.

BECOMING A CLIENT - LIFESTYLE FINANCIAL PLANNING NON-REGULATED

An initial call and/or meeting to determine your objectives and to establish whether or not our services are appropriate for you.

Right Fit Conversation™ **No Charge**

IPSL Discovery Meeting™ **No Charge**

INITIAL PLANNING FEES

Initial Planning fee **Fixed £1,497**

Planning fees cover items such as establishing your objectives, priorities and concerns, data harvest, risk profiling, technical analysis, capacity for loss assessment, research and preparation of a basic Lifetime Cashflow forecasts as well as preparation and presentation of your Suitability Report. On the basis that it is intended at outset that a planning exercise will directly involve or lead to "intermediation" i.e. advice on and the implementation of one or more financial products, our understanding of HMRC rules is that this fee is currently exempt from VAT.

DEFINED BENEFIT PENSION TRANSFER ADVICE

IPSL is **not** authorised to provide advice on Defined Benefit pension transfers.

Should the Discovery Process identify that advice be needed in relation to a possible transfer of a defined benefit occupational pension scheme, then it will be necessary to engage the services of a specialist firm authorised for this activity. The fee for this service will be quoted on a case by case basis and is payable *in addition* to the standard initial IPSL planning fee.

STANDARD ON PURPOSE IMPLEMENTATION FEES - REGULATED SERVICES

We will prepare an appropriate "Suitability Report" to confirm any regulated financial product recommendations to you. The fee for implementation is a % of assets under advice "AuA" and is payable on implementation of the recommendations. This is set based on the sum invested as follows:

The first	£500,000	3% (Maximum £15,000)
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So, for example if we implement recommendations on £250,000 there will be an Implementation fee of £7,500. The minimum Implementation Fee is £2,500.

Clients investing £500,000 plus would normally be best served by our associated business Affinity Integrated Wealth Management Ltd.

FOR ALL PROTECTION AND NON-INVESTMENT RELATED CONTRACTS:

Fixed Fee **£247** per policy/plan plus standard commission when available. Commission may be taken on an indemnity or non-indemnity basis.

The fixed fee is payable whether or not the plan is taken up and whether or not acceptance terms are made available.

INSURANCE POLICIES WITH NO INVESTMENT ELEMENT

For advice that results in a non-investment insurance / assurance policy i.e. an assurance policy that is purchased only for protection purposes, not for investment purposes, we will receive commission from the product provider. Details of this commission will be disclosed to you in writing in advance of implementation of the policy. This commission will be payable in addition to any On Purpose Implementation Fees as detailed above.

EQUITY RELEASE SERVICES

Whose products do we offer?

- We offer a comprehensive range of Equity Release products from across the market, but not deals that are only available by going direct to a lender. When initial contact does not involve spoken interaction the firm will email/mail this document to the client and will not proceed to the next stage of the sale until this has been communicated.
 - We only offer equity release products from a limited number of companies.
 - We only offer equity release products from a single company.
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Which service will we provide you with?

- We will advise and make a recommendation for you on equity release products after we have assessed your needs. You may request an illustration from your adviser whenever we provide you with information specific to the amount you wish to borrow, following an assessment of your needs and circumstances.
 - You will not receive advice or a recommendation from us. We may ask some questions to narrow down the selection of equity release products that we will provide details on. You will then need to make your own choice about how to proceed.
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What will you have to pay us for this service?

- No fee. We will be paid a fee from the company that lends you money or buys your home.
- A fee of **£349** when you apply for an equity release product. We will also be paid a fee from the company that lends you money or buys your home.
- A fee of **£497** to provide a pre-sale report. A further fee of **£349** payable when you apply for an equity release product. We will also be paid a fee from the company that lends you money or buys your home.

You will receive a key facts illustration when considering a particular equity release product, which will tell you about any fees relating to it.

5. Refund of fees.

If we charge you a fee, and your equity release sale does not go ahead, you will receive:

- A refund.
- No refund

Message from the Financial Conduct Authority

Think carefully about this information before deciding whether you want to go ahead.

If you are at all unsure about which equity release transaction is right for you, you should ask your adviser to make a recommendation.

IPSL ONGOING SERVICES

For ongoing Financial Planning, Investment Advice, Intermediation, Administration and Oversight we charge a monthly fee. This may be calculated based on a % of the assets under advice (subject to a minimum monthly fee) or if you prefer, a flat fixed fee depending on the level of service selected and the complexity of your affairs.

Based on investment into the Affinity Model Portfolios on one of our preferred partner platforms this % fee is:

1% p.a.

Fixed fees are dependent on the level of service selected as per the table below and the complexity of your affairs.

With the exception of VCT, EIS, SEIS, Managed Peer2Peer & Managed Cash Solutions (see below), an additional **0.25%** p.a. will be charged i.e. **1.25%** in total in the following circumstances:

- When investments are off our partner platform solutions.
- When investment is outside of the Affinity Model Portfolios.
- Where a different non partner Discretionary Fund Management “DFM” solution is required.

Please see our Genus Professional Network™ document for further information on our current partner firms. All of which are subject to regular review.

For certain specialist third party managed investments our Ongoing Fees are reduced to:

- VCT, EIS, SEIS **0.50%** per annum
- Managed Cash Solutions **0.25%** per annum

So, for example, if you invest £250,000 with us into an Affinity Model Portfolio on one of our partner platforms, there will be an Ongoing Services fee of **£2,500** per annum. This will vary depending on the value of your investment.

Ongoing Service Fees are payable as soon as your monies are invested into the recommended solution and will usually be payable at the rate of 1/12th per month. Fees will be payable on a pro rata basis should any changes be made to the portfolio throughout the year. Fees are calculated with reference to the portfolio value on the given accounting date and will increase or decrease in line with the portfolio value unless the fixed fee option is selected.

You can cancel this service and charge at any time by writing to us at the above address. This will necessitate you moving your investments out of our Affinity Model Portfolios and often away from the investment platform on which your assets are held. You should note that some platform providers will levy additional charges if no authorised intermediary is appointed to act on your behalf on an ongoing basis.

Below we highlight, as a general guide only, the key criteria for our IPSL service level.

Transactional

Transactional is designed for those that have a specific defined financial need and do not require a comprehensive financial planning service or ongoing work. For example, the arrangement of a life policy, a simple investment contract or a regular contribution pension. The service is purely a transactional and reactive one. Typically, this would be for Clients for whom a full planning service would be cost prohibitive or Clients referred to us for a specific transactional piece of work by another company or professional. Ongoing services, if required, can be agreed on an individual basis and will be charged for accordingly.

Standard

Our standard Financial Planning and Wealth Management service.

Affinity Genus

This is only available via our Affinity Integrated Wealth Management Ltd business and is a more comprehensive Financial Planning and Generational Wealth Management solution designed for families with invested assets in excess of £500,000 plus.

The Breakdown of our service levels is as follows:

Service Provided	Transactional	Standard Ongoing Services	Affinity Genus™
Ongoing suitability of:	X	✓	✓
➤ Discretionary Management “DFM” Solution (where appropriate)	X	✓	✓
➤ Underlying Investment Portfolio	X	✓	✓
➤ Product Wrapper	X	✓	✓
➤ Platform Solution	X	✓	✓
Ongoing selection of and oversight of Discretionary Manager and Investment Research team (where appropriate)	X	✓	✓
➤ DFM due diligence and meetings	X	✓	✓
➤ Portfolio Analytics & Governance	X	✓	✓
Ongoing Portfolio & Contribution Advice	X	✓	✓
Ongoing liaison with product providers	X	✓	✓
Annual Risk Profile Completion & Assessment	X	✓	✓
Annual Data Gathering and Objective Checks	X	✓	✓
Access to Client Portal(s)	X	✓	✓
➤ Online Valuations & Plan data	X	✓	✓
➤ Document Library	X	✓	✓
➤ Secure Communications	X	✓	✓
Market Commentaries	X	✓	✓
Email Support	X	Limited	Unlimited
Telephone Support	X	Limited	Unlimited
Progress/Review Meetings™	X	1 per year	2 per year
Ad Hoc Meetings	Chargeable	Chargeable	Chargeable
Annual Updated Cash Flow Modelling	X	X	Only Via AIWM
Access to VoyantGo*	X	X	Only Via AIWM
Client Magazine	X	X	Only Via AIWM
Updating and Maintenance of Database & Portals	X	X	Only Via AIWM
On Purpose Annual Reporting™	X	X	Only Via AIWM
AIWM Financial Concierge Service™	X	X	Only Via AIWM
Journey to Wealth Program™	X	X	Only Via AIWM
Client Briefing Invites	X	X	Only Via AIWM
Access to AIWM Genus Professional Network™	X	X	Only Via AIWM
Client Appreciation Events	X	X	Only Via AIWM
Liaison with Third Party e.g. Solicitor / Accountant, Executor or Trustee	X	X	Chargeable
Discount on New Advice Event Planning Fee	X	X	25%
Minimum Monthly Fee % based	N/A	£250	£500
Fixed Monthly Subscription Option from	Bespoke	£497	£1,997

*or similar online Client portal, valuation system and Cash Flow modelling software.

EXISTING CLIENTS NEW ADVICE EVENTS - PLANNING & IMPLEMENTATION FEES

Often situations will arise where an existing Client will require advice on a new topic, on the investment of new monies, the transfer of funds from one provider/wrapper to another or the movement of monies from one type of pension to another. These will be classed as “New Advice Events” and as such, Planning and Implementation fees will apply as detailed above.

REFUNDS

Unless specifically agreed in advance any and all fees paid are non-refundable.

OTHER WORK

Unless expressly mentioned in this agreement, all other work is excluded and may incur an extra fee charge if we carry out any such work.

VAT

On all our fees, we will tell you if you have to pay VAT.

YOUR PAYMENT OPTIONS - NON-REGULATED FEES

Planning fees, which are payable in full before we commence any work on your behalf, may be paid by bank transfer, cheque, credit or debit card.

YOUR PAYMENT OPTIONS - REGULATED FEES

You can pay a fee by bank transfer, direct debit, standing order or cheque depending upon which payment option we agree. Other payment methods can be discussed. Alternatively, providing that you agree with the product provider you can ask the provider to deduct our Implementation and Ongoing Fees from your investment and arrange for them to pay us directly. This will reduce the amount of your investment by the amount of our fee. For example, if your investment is £500,000 and our implementation fee is £10,000 only £490,000 would be invested.

ADDITIONAL FEES

In addition to the Initial Planning, Implementation and Ongoing Fees, there will be product or service charges applied in respect of the trading platform, products and funds into which we may recommend that you invest your monies. These charges will be applied and disclosed to you in accordance with the relevant terms that apply to that service, fund or product.

To give you an idea of the total charges for investing your monies with us, below is a typical example:

Based upon £250,000 into a Personal Pension, being invested into our Affinity Passive 4 portfolio, the total annual cost for investing would be:

Type of charge	Charge as a %	Charge in £
IPSL Ongoing Fees	1%	£2,500
Platform Charge	0.15%	£375
Model Portfolio Annual Management Charge*	0.20%	£500
Discretionary Manager Annual Fee	0.18%	£450
Total charges	1.93%	£3,825

Based on the Affinity Passive Portfolios. Higher Portfolio Annual Management Charges will apply to the Global Growth and Environmental, Social and Governance “ESG” Models.

Terms of Business

This agreement is issued on behalf of Independent Pension Specialists Limited "IPSL" which is Authorised and Regulated by the Financial Conduct Authority of Inspire House, 20 Tonbridge Road, Maidstone, Kent ME16 8RT.

IPSL is bound by the Rules of the FCA and its FCA Register number is 670043. Clients can check this on the FCA's Register by visiting the FCA's website <https://register.fca.org.uk>

IPSL offers investment, pension and insurance advice, which is regulated by the Financial Services and Markets Act 2000. IPSL is regulated by the Financial Conduct Authority and is authorised to arrange deals for investors and to advise on any investment business for the time being regulated by the FCA, but cannot deal as principal with its clients; and when arranging a purchase or sale of readily realisable securities for a client, must arrange it through an FCA regulated firm with the appropriate permissions. Buryfield Grange Life Planning Ltd Trading as Genus Financial & Estate Planning offers Estate Planning services which are not regulated by the FCA.

IPSL will exercise due care and diligence in conducting our business but will not be liable for any depreciation of investments arranged by us.

PERMITTED BUSINESS

Our permitted business is advising on and arranging savings and investments products, pensions and non-investment Insurance contracts.

IPSL can also arrange and effect investments that are not regulated by the Act and/or the FCA. These include National Savings deposit and investment products. There is no compensation scheme for such investments, and neither is there for Peer2Peer investments, even though these are regulated by the FCA.

OCCUPATIONAL PENSION TRANSFER ADVICE

We are **not** authorised to provide advice in relation to the transfer of any defined benefit occupational pension.

We will not actively review the suitability of any defined benefit pensions that you may have which you have accrued in previous or current employment, unless you specifically ask us to do so, in which case we will then recommend that you engage with a specialist third party company to obtain such advice.

We can work with and will liaise with other professional firms on such matters, but any and all liability for advice, fee disclosure, regulatory requirements, suitability report preparation and presentation by such third-party firms remains with them and **not** with IPSL.

We will include such benefits within any financial plan/cashflow analysis that we may do for you, but this will be based upon an estimate of the benefits you are likely to receive - we will not obtain up to date information from the scheme each time we update the financial plan/cashflow forecast.

CLIENT CLASSIFICATION

Unless otherwise agreed in writing, you will be treated as a retail client for investment and pension advice and as a 'consumer' for protection advice when you transact business with us. This means that if something goes wrong you have the best protection available under the law.

SCOPE

All or any business dealings between Client and IPSL are subject to this Agreement.

SERVICES TO BE PROVIDED

This will be agreed with you before any work commences on your behalf.

PERIOD OF THIS AGREEMENT

This Agreement shall commence on the date of issue and shall continue in force until determined by either party giving immediate notice to the other in writing or until replaced by a later Agreement. Termination may be at any time, without penalty and without prejudice to the completion of transactions already initiated on behalf of the Client. After termination of this Agreement IPSL will not execute any further transactions for the Client or provide any further advice or services except at the Client's specific request and subject to a new Client Agreement being entered into.

SEVERABILITY

Each clause and sub-clause of these Terms of Business shall be independently interpreted and enforceable. If any clause or sub-clause of the Terms of Business is declared void, illegal or otherwise unenforceable, the remainder shall survive unaffected.

CLIENTS RESPONSIBILITIES / DEFINITION OF OBJECTIVES / ATTITUDE TO RISK AND LOSS

IPSL cannot adequately perform its duties and responsibilities to Clients unless it receives Client's full cooperation. Clients therefore agree to provide such information as IPSL needs to satisfy the provisions of The Act and the Rules, to discuss objectives, needs and problems candidly with IPSL and to keep IPSL informed of relevant changes in Clients situation. IPSL's analysis and recommendations will be based upon data and the brief provided by Clients (this brief will include a clear statement of a Client's investment and other objectives and attitude to risk and loss).

Where appropriate IPSL will prepare written statements of its understanding of Client's objectives, attitude to risk and loss, and capacity for loss. These statements shall be regarded as part of this Agreement and copies will be given to Clients. Clients undertake to advise IPSL if amendments are necessary.

Clients have not imposed any restrictions on the types of investments in which investments may be made or the markets in which transactions are to be executed but will notify IPSL if any such restrictions are to apply in the future.

Clients agree to read all documents provided by IPSL and accepts the responsibility of notifying IPSL within 30 days of receipt in the event that the meaning of any document or any part of any document is not clear to them.

INVESTMENT RISK

All investments carry a degree of financial risk which will tend to increase in proportion to the potential rate of return on the investments. Any product which is directly or indirectly invested in assets which may fall in value (for example equities) may itself fall in value along with any decrease in value of those assets. Before entering into any investment agreement, you must ensure that you understand the risk associated with the product and are content to accept that level of risk.

Investments can go down in value as well as up and you could get back less than you invest. The past is not a guide to future performance.

MEETING SCHEDULE

Whilst we may provide certain reminders and follow up communications, it will remain the Clients responsibility to arrange any and all meetings.

CONTINUITY OF SERVICE ON DEATH

In the event of your death, our advisory & planning service will continue for the benefit of the survivor and/or your executors. This will include obtaining valuations for Confirmation/Probate, where possible (and if appropriate) raise funds from your investments to cover Inheritance Tax prior to the issue of Confirmation/Grant of Probate and assisting in the disposal of transfer of assets. Since any investments which we have arranged for you will continue to be managed and reviewed, the firm will continue to receive the agreed adviser charges, until the executors of the estate advise us otherwise.

Any additional work required by the survivor and/or your executors will be chargeable.

TEAM APPROACH

In order to provide efficient, consistent and high levels of service, it is IPSL policy to undertake a team approach when dealing with all Client matters. This means that work may be undertaken on behalf of a Client by any one of several team members who will liaise with the Client and Third parties as appropriate, whilst being under the supervision of the IPSL Director accordingly. Any and all Regulated advice will be provided by a suitably qualified and experienced Registered Individual (Financial Planner), whilst administration tasks will be dealt with by the Client Services Team.

We reserve the right to allocate specific Clients to different team members, including different Financial Planners within the team. Meetings may not be with the original team member allocated to the Client at outset.

MERGER OR ACQUISITION

If we transfer all or substantially all of our business to another firm ("Successor Entity"), our Engagement with you shall not automatically terminate by reason of such transfer. You agree that the Successor Entity is automatically appointed by you so that continuity of service can be provided to you. Both the Successor Entity and you may rely on these Terms of Business as setting out the continuing terms of the Engagement. If such transfer requires some formal action by you then you will take such steps as are necessary to enable continuity of our services.

Subject to the above paragraph, you will not have the right to assign or transfer the benefit or burden of the Engagement without our written consent.

CLIENT CONTACT

The amount of contact that we provide to you is dependent on the Service level that you agree to. We are not obliged to contact you over and above the agreed service level.

Please make sure you are aware of and comfortable with the amount of contact you will receive, and you are aware of the limitations of the service level chosen by yourself. You need to be confident that the service level selected meets your long-term needs.

LIASON WITH CLIENT'S BANKERS AND OTHER ADVISERS

Unless specifically instructed in writing to the contrary IPSL is authorised to liaise with Client's bankers and other professional advisers and shall not be required to verify any information provided by Client or Client's other professional advisers and is expressly authorised to rely upon such information.

TAX

We cannot accept responsibility for taxation advice. Clients must be responsible for their own taxation position and we strongly recommend that Clients take advice on taxation matters from a suitable qualified accountant.

Any and all advice provided by IPSL in relation to Pension and Investments matters will be based on our current understanding of HMRC rules and practice and current tax rates, all of which are subject to change without notice. Similarly, the existing tax treatment of investment products cannot be guaranteed to remain the same in the future.

When investments are made into portfolios that include any form of regular rebalancing or fund changes, no account will be taken of individual Capital Gain Tax liabilities for such rebalancing exercises. Meeting the portfolio objectives and maintaining portfolio integrity and structure will override individual tax considerations.

FOREIGN TAX, INVESTMENT AND ADVICE MATTERS

IPSL provides advice based on UK regulation. Whilst we are happy to provide Non-Regulated Financial Planning advice to non-UK Residents, we cannot and do not provide any tax, investment, pension or other financial product advice in relation to the Client's country of residence. All such non-UK Resident Clients should therefore also appoint a specialist tax / investment adviser that is familiar with the relevant rules, regulations and suitable products in the country in question. Where appropriate we may be able to make a referral to such a specialist within The Genus Professional Network™.

Any advice provided to non-UK Residents will **NOT** be regulated by the Financial Conduct Authority and neither will it be covered by the Financial Services Compensation Scheme.

The responsibility and liability for any and all advice provided by a third-party specialist company will remain with that company and not with IPSL.

FOREIGN ACCOUNT TAX COMPLIANCE ACT (FATCA)

The Foreign Account Tax Compliance Act (FATCA) requires US persons holding an interest in any specified foreign financial assets with an aggregate value exceeding \$50,000 to report related information to the IRS.

It is your responsibility to inform us if you:

- Have a US residence address or US correspondence address (including a US PO box).
- Standing instructions to transfer funds to an account maintained in the United States or directions regularly received from a US address.
- Have an 'in care of' address or a 'hold mail' address that is the sole address with respect to the client.
- Have a power of attorney or signatory authority granted to a person with a US address.

Please note that we are not responsible in any way for any reporting obligations that you may have in relation to FATCA. We may also share your FATCA status with other Financial Institutions, HMRC and/or the IRS if requested.

LEGAL AND ACCOUNTING SERVICES

Neither IPSL nor its employees are qualified to render legal or accounting advice or prepare any legal or accounting documents. We can work with and will liaise with other professional firms within The Genus Professional Network™ on such matters, but any and all liability for advice and documentation prepared and provided by such third-party firms remains with them and not with IPSL.

Legal and accountancy matters are not regulated by the Financial Conduct Authority.

LASTING POWERS OF ATTORNEY, WILLS & TRUSTS

We recommend that all Clients have up to date Lasting Powers of Attorney, valid Wills and where appropriate, suitable Trust arrangements in place. Whilst we can provide advice and assist with the production of such documentation via The Genus Professional Network™, the responsibility for dealing with and the execution of such documents remains with the Client. Any and all liability for advice and documentation prepared and provided by such third-party firms remains with them and not with IPSL. Such legal work is not regulated by the Financial Conduct Authority.

BASIS OF ADVICE

Statement of demands and needs: FCA Rules require IPSL to provide Clients with a statement of a Client's demands and needs if IPSL makes a personal recommendation of a life policy to Client.

IPSL obtains information from a wide variety of publicly available sources and has no sources, and does not claim to have sources, of inside or private information. The recommendations offered by IPSL are based upon the judgement of IPSL and its individual financial planners and IPSL cannot guarantee the results of any recommendations.

IPSL usually, but not exclusively, works with an independent investment research house and discretionary fund manager and follows the practice of recommending investment funds that match a Client's agreed objectives, attitude to risk and capacity for loss. The agreed mandate with the discretionary manager will cover the types, classes, liquidity and other due diligence aspects on funds that may be suitable for a Client to hold within their portfolio.

It must be remembered that past performance is not a reliable guide to future performance and values may fall as well as rise.

BEST EXECUTION

It is IPSL's policy to transact a Client's business in order to achieve the best possible results in terms of the size, nature and price of the products selected, transaction charges, cost of advice, administration charges, speed and service excellence and effectiveness of the Platform/Provider/Services Provider.

NOT READILY REALISABLE ASSETS

IPSL may on occasions, and if appropriate, advise you on investments which are not readily realisable. Where this is the case, we will 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.

UNREGULATED INVESTMENT PRODUCTS

Our services may also include advice on investments relating to or executing transactions in units in unregulated collective investment schemes. Where we recommend an unregulated investment/ product then we will confirm to you that the FCA does not regulate the investment/product and therefore you may not be afforded the protections from the Financial Ombudsman Scheme or the Financial Services Compensation Scheme.

ACQUISITION COSTS ETC.

Acquisition costs, currency conversion costs and associated tax charges are Clients responsibility.

ADVICE AND INSTRUCTIONS

Any advice given to you by us shall be in writing or electronic such as email, PDF or electronic recording. 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 confirmed in writing and / or are recorded electronically.

We may, at our discretion, refuse to accept instructions although such discretion shall not be exercised unreasonably. We will record all transactions on our files which, along with copies of relevant documentation, will be retained by us for a period of not less than six years. You have a right to inspect copies of contract notes, vouchers and entries in our books or computerised records relating to your transactions. We reserve the right to withhold copies of these records if information to other parties would be disclosed.

NON-ADVISED AND EXECUTION ONLY

We do not undertake non-advised or execution only work and do not accept these instructions.

INSISTENT CLIENT

There may be occasions where the Client wishes to take a different course of action from the one IPSL recommends and would like IPSL to facilitate the transaction against the IPSL advice. When a client does this, they are commonly referred to as an Insistent Client.

In such circumstances you as Client acknowledge that you understand that you are therefore proceeding against our original advice and that any resulting transaction will therefore be undertaken on an "Insistent Client" basis. IPSL will therefore be acting, executing and facilitating any such transaction on your behalf as an "Insistent Client". You understand that some of the actions taken may not therefore be in your "best interests". This may in turn limit your ability to subsequently make a claim against IPSL for any advice provided and also may reduce the amount of protection afforded to you under FOS, FCA and FSCS rules.

IPSL reserve the right to refuse to act for any Client, even on an Insistent Client basis.

FUNDS INVESTED THROUGH IPSL

Client warrants that any funds invested through IPSL are owned beneficially by Client and are free from encumbrances.

CLIENT MONEY

IPSL is not authorised to handle Client's money. Crossed cheques for premiums or investment monies can only be made payable directly to the product provider. No premiums or investment monies of any kind should be paid or made payable to anyone else.

The only monies IPSL can accept directly are in relation to our professional fees & disbursements for which an invoice/receipt will be issued according.

SECURITY OF PRODUCT PROVIDERS AND PLATFORMS

Insurance companies and Platforms trade under the supervision of the FCA and/or other Government departments. IPSL takes account of information about insurance and platform companies in the public domain, including reports of financial strength, but if such a company is permitted by the relevant Government department(s) to trade, IPSL assumes there should be no reason to doubt its solvency.

There may be occasions when IPSL recommends clients to arrange a product for a company with offices registered outside the United Kingdom. Attractive terms or specialist investment vehicles are sometimes available from such companies, but their policyholders/investors are not protected by the Financial Services and Markets Act 2000 in the event that the companies are unable to meet their liabilities. If a Client is recommended by IPSL to arrange any such offshore product, the risks pertaining to the particular recommendation will normally be included in the documentation provided. If a Client is worried about this apparent lack of protection it is agreed that the Client will mention this concern to IPSL so that a letter of comfort can be requested from the relevant product provider explaining why, in its view, there is no cause for concern.

ACCEPTANCE OR REJECTION OF RECOMMENDATIONS

Client may accept or reject completely or in part any recommendation from IPSL and Client has sole authority with regard to the implementation, acceptance or rejection of any counselling or advice from IPSL.

FUTURE ADVICE MATTERS

Based on Client's individual objectives and priorities, some advice and recommendations to be provided by IPSL may be conditional or deferred to a future date and as such may be subject to change. Clients warrant that they will follow up on any future based recommendations with IPSL. IPSL will take no responsibility or liability in relation to advice not yet provided or not yet acted upon by the Client.

Whilst IPSL will make every reasonable effort to provide advisory and planning services to meet with any agreed deadline, it will remain the Client's responsibility to ensure that adequate time is allowed ahead of any such deadline and that the Client themselves provide any and all such information and documentation as may be required within a reasonable period of time ahead of any deadline. For these purposes a reasonable period would be 14 working days.

NOMINEE & SAFE CUSTODY SERVICES

IPSL does not safeguard or administer Client assets but we may arrange business through platforms which will provide custody services for your assets. Where this is the case, the legal title of investments will be registered in the name of the third party's nominee.

Transactions will be transmitted to the fund supermarket, investment wrap platform, or similar third-party investment institution for them to execute. Money or transferred assets will be placed immediately with that third party for investment - IPSL will never hold the assets for you. We will provide you with the relevant account opening details for the identified third party, such as their Terms & Conditions, Nominee and Safe Custody Service, Best Execution Policy, Execution Venues and Conflicts of Interest Policy (or equivalent documents). The legal title of investments will be in the name of the third party's nominee.

For non-platform business IPSL will make arrangements for your investments to be registered in your name unless you first instruct us otherwise in writing.

RIGHT TO WITHDRAW

In the case of many retail investment products - such as life assurance contracts, personal pension schemes, investment bonds and collective investment arrangements (e. g. unit trusts), a right to withdraw or cancel the contract within a specified period is normally provided. Details of such rights are ordinarily contained in the product literature (e. g. Key Features document) and/or IPSL may provide details of such rights in a separate communication.

In the case of any non-retail investment products, IPSL will inform you in writing of any right to withdraw or cancel you may have or, if it is the case, we will inform you in writing that no such rights will apply.

ADMINISTRATION

All investments purchased on Client's instructions will be registered in Client's name or in accordance with Client's instructions. All contract notes and documents of title in respect of Client's investments will normally be forwarded to the Client by the provider within 14 days of the transaction and usually in electronic format. Where a number of documents relating to a series of transactions are involved the documents may be retained until the series is complete.

Details of transactions carried out by IPSL on behalf of the Client will be retained by IPSL for a minimum of six years (and indefinitely thereafter in the case of defined benefit pensions transactions) after the date of each transaction. Clients will have a right to inspect such records during normal business hours having given reasonable notice to IPSL of a wish to do so.

IPSL shall not be liable for a default by any third party who is the nominal holder of a Client's registered investments or who has in his possession or custody on behalf of Client documents of title or certificates evidencing title to any of Client's investments.

Investment valuations produced on IPSL's computers and via any Client portal are normally based upon fund prices provided by a variety of sources and data feeds. On any computer system it is possible for errors or omissions to occur and valuations should not be relied upon unless the relevant fund manager provides them. There may be periods, especially when a portfolio rebalance or fund merger is taking place, when valuations do not accurately reflect the true underlying holdings whilst trades are awaiting completion.

Client portal and IPSL valuations are provided for information only and should not be used for the completion of tax returns or other tax planning matters. Only proper annual tax statements as provided by the fund manager or platform should be used for tax purposes.

IPSL shall not be held liable for any inaccuracies in valuations or live data feeds provided to us via third parties.

Most consultations between Clients and IPSL will be by prearranged appointment but Client expressly authorises IPSL to make calls upon Client for the purpose of providing IPSL Services, other than at Client's invitation. Clients may cancel this authorisation at any time, with immediate effect, by notifying IPSL in writing.

Certain administration matters may be carried by or delegated to other associated businesses or to appropriate third party organisations.

DELAY IN PROCESSING

IPSL will not be held responsible for any delay beyond its control, or as a result of a failure by any party (including the Client) to complete all the necessary steps to process a transaction.

FORCE MAJEURE

IPSL 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.

RESPONSIBILITIES; CUSTODY, ADVISORY & DISCRETIONARY MANAGEMENT

There are a number of different companies involved in the operation of and ongoing maintenance of any investment and pension arrangement(s). It is therefore important that you have an understanding of where certain responsibilities lay. The following table highlights some of these key aspects and is for information only.

Actions	Who is responsible
Appropriateness of Discretionary Fund Management (DFM) service for the Client	IPSL
Selection of DFM	IPSL and AIWM Ltd
Suitability of initial client portfolio construction	IPSL
Suitability of portfolio selection	IPSL
Suitability of transactions to portfolio mandate	DFM
Ongoing suitability of portfolio	IPSL
Ongoing monitoring of DFM service	IPSL and AIWM Ltd
Ongoing monitoring of DFM selection	IPSL and AIWM Ltd
Electronic Trading & Deal Execution	Platform
Non-Pension Contract provision	Platform
Price and data feeds	Platform
HMRC Pension Compliance	Platform and or SIPP Provider
Pension Contract provision	Platform and or SIPP Provider
Tax Free Cash & Income Payments	Platform and or SIPP Provider
Deposit Custody	Platform & Third-Party Banks
Pension Administration	Platform or Third-Party Administrator
Suitability of Defined Benefit Pension Transfer	Third Party Specialist Firm
Ensuring correct level of taxes are paid & liaising with HMRC	Client
Completion of and signing of all required documentation	Client
Keeping us up to date with changing circumstances and objectives	Client
Responding in a timely manner to our communications	Client

DISCRETIONARY FUND MANAGEMENT & INVESTMENT RESEARCH

IPSL via its associated businesses, has a contractual and professional relationship with a third-party discretionary fund manager and specialist investment research team, Collidr Asset Management Ltd. Collidr act in a professional capacity as IPSL / AIWM's agent, NOT as an agent of the Client. You as Client have no contractual relationship at all with Collidr and cannot therefore make any claim under The Financial Ombudsman Service "FOS" for any services they may provide to IPSL/AIWM. Any complaint in relation to the services provided should therefore in the first instance be directed to IPSL and not Collidr.

COMMUNICATIONS

Communications with you may be in a number of different formats including written, oral and electronic. You as Client agree to read all such material as presented, either electronic or written and to inform us of any discrepancies accordingly. Presentation of advice and "suitability reports" may be in Email, PDF or written report format. We will always require certain original documentation with original signatures returned to us via the post and / or electronically. You as Client agree to return any and all such papers as soon as is practicable.

We may also communicate with you via Skype, Go To Meeting, Zoom, Wildix or other similar video conferencing facilities. Any such video conferencing may be recorded both in video and sound formats.

Where you as Client request paper copies of documentation when it would be standard practice to use electronic versions, IPSL reserve the right to make an additional charge to cover time, printing and postage costs. All communications will be in English.

RECORDED CALLS & MEETINGS

We may record telephone calls and meetings for reference, compliance, quality and training purposes. By calling us, attending a meeting or accepting our calls, you consent to such recording. When appropriate we may accept your instructions via a recorded telephone call.

VULNERABLE CLIENT POLICY

The FCA define a vulnerable client as “someone due to their personal circumstances is especially susceptible to detriment, particularly when a firm is not acting with appropriate levels of care.”

We have a vulnerable client policy which is available on request. This policy sets out how we recognise and treat those people with an appropriate level of care to ensure that we are acting in their best interests at all times.

If we are concerned about a Client losing capacity, we will suggest that they appoint a trusted friend or family member to help them. We may also contact a close family member or trusted adviser to make them aware of our concerns so that the appropriate support can be put in place. We will not discuss any other personal or financial information with them.

PAYING FOR SERVICES

All work is carried out on a fee basis. Where commission for certain transactional business is available to us we will use this to cover fees due. You may ask us for an estimate of how much in total we might charge. You may also ask us not to exceed a given amount without checking with you first. Fees will be payable immediately on receipt by Client of the relevant invoice ('the due date') and Client agrees to pay interest to IPSL on any sums not paid within thirty days of a due date; such interest to be at a rate equal to the base rate charged by Bank of Scotland plc at the due date plus three percentage points.

OTHER BENEFITS WE MAY RECEIVE

We deal with a range of products from a variety of product providers; we may receive certain non-monetary benefits from these providers, which are used to enhance the quality of service we provide to Clients. Each year our team may receive training from some or all of these providers. Some of the cost of this training may be passed to Clients as part of the total charges you pay, should you choose a product provided by one of these providers. Other benefits we may receive include access to technical services, information technology support or the supply of product literature.

MATERIAL INTEREST

We will act honestly, fairly and professionally known as conducting business in ‘Clients best interest’ and “Treating Customers Fairly” regulations. 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.

Disclosure of connections with other financial services companies

The majority shareholder(s) of Independent Pension Specialists Ltd is a controller of and a shareholder in Affinity Integrated Wealth Management Ltd and Buryfield Grange Ltd, both of which are authorised by the Financial Conduct Authority (FRN 670043 and 231907). The existence of the shareholding and any potential benefit does not alter our regulatory responsibility to remain impartial and will in no way influence our recommendations in relation to the most suitable service, product or provider for you and your circumstances.

ANTI MONEY LAUNDERING

We are obliged to conform to anti money laundering regulations which require us to confirm identity and place of residence of each investor. This may require sight of certain documentation, checking with credit reference agencies, the electoral role or directory enquiries in order to verify your details.

As a result of this, we reserve the right to conduct an electronic money laundering check on each client both at outset and at regular intervals thereafter. However, you should be aware that as a result of this, it will leave a 'soft footprint'. This means that there will be no impact on an individual's credit file and would not be seen by any company conducting a credit check on you. You must advise us if you do not wish this check to take place.

Where we are required to verify your identity in accordance with the Criminal Justice Act 1993 and Money Laundering Regulations, we take no responsibility for any delay in investing funds.

LAW

These Terms of Business are governed and shall be construed in accordance with English Law and the parties shall submit to the exclusive jurisdiction of the English Courts.

THIRD PARTIES RIGHTS

A person who is not a party to this Agreement will have no right under the Contracts (Rights of Third Parties) Act 1999 ("the RTP") to enforce any term of this Agreement. This does not affect any right or remedy of such a third party, which is available apart from the RTP.

COMPLAINTS/DISPUTES

If Client has any complaint about advice received or investment products purchased through IPSL the complaint should be made to the Compliance Officer, Independent Pension Specialists Limited, Inspire House, 20 Tonbridge Road, Maidstone, Kent ME16 8RT. A complaint may be made in writing or orally. IPSL undertakes that, unless thought to be contrary to Client's interests, any complaint made by a Client will be investigated by an IPSL director and/or an external compliance consultancy firm.

A copy of IPSL's full Complaints Procedure is available on request.

If IPSL is unable to resolve a complaint to a Client's satisfaction, the Client may refer the matter to the Financial Ombudsman Service, details of which are available on request.

If a Client makes a valid claim against IPSL in respect of investment business regulated by the FCA and IPSL is unable to meet its liabilities in full a Client may be entitled to redress from the Financial Services Compensation Scheme and details of the cover provided by the scheme are available on request. Further information is available from the FCA and the Financial Services Compensation Scheme.

In the event of any dispute or difference of any kind whatsoever which arises or occurs between the parties in relation to anything or matter arising out of or in connection with this Agreement (where no other complaints resolution process is required by the Rules) it shall be referred to arbitration under the Arbitration Rules of The Chartered Institute of Arbitrators. If Client is a consumer within the definition set out in Section 3 of the Consumer Arbitration Agreements Act 1988, or any subsequent legislation, such reference to arbitration shall only be by consent of the consumer after the dispute has arisen.

PROFESSIONAL INDEMNITY

We have professional indemnity insurance in place. In the event of any claim against the firm arising in respect of regulated professional services provided by the firm that is covered by the policy, and where you have incurred losses, our liability to you is limited to the maximum cover provided by any such indemnity insurance policy. This is currently £1,250,000 in respect of any single claim and £1,850,000 in aggregate.

Professional Indemnity Policies may exclude cover for certain activities and Clients, for example Occupational Pension Transfers, Insistent Clients and those Clients living outside the UK. In such circumstances you may therefore not have the protection afforded by such a policy.

COMPENSATION

If a Client makes a valid claim against IPSL in respect of investment business regulated by the FCA any compensation will be limited to that provided by any relevant professional indemnity insurance and within the prevailing Financial Ombudsman limits.

If IPSL is unable to meet its liabilities in full, a Client may be entitled to redress from the Financial Services Compensation Scheme. This depends on the type of business and the circumstances of the claim. Most types of investment business are covered for 100% of the first £85,000, so the maximum compensation is £85,000 per person. Further information about the compensation arrangements is available from the Financial Services Compensation Scheme. See www.fscs.org.uk or call 08006781100.

Money on deposit is covered up to £85,000 per authorised firm. The FSCS will provide a £1m protection limit for temporary high balances held with your bank, building society or credit union if it fails. A temporary high balance would apply when payment has been received in respect of specified life events, details of which can be obtained from FSCS.

Protection, non-Investment Insurance Mediation

Protection is at 100%, where:

- 1) The claim is in respect of a liability subject to compulsory insurance
- 2) The claim is in respect of:
 - a. A relevant omission; and
 - b. A professional indemnity insurance contract, or would be in respect of a professional indemnity insurance contract if the insurance contract had been effected:
- 3) The claim is:
 - a. In respect of a relevant omission;
 - b. In respect of a relevant general insurance contract or would be in respect of a relevant general insurance contract if the insurance contract had been effected; and
 - c. Arises from the death or incapacity of the policyholder owing to injury, sickness or infirmity:
- 4) The claim is in respect of:
 - a. A relevant omission; and
 - b. A pure protection contract, or would be in respect of a pure protection contract if the insurance contract had been effected
- 5) In all other cases: 90% of claim

DATA PROTECTION

Please see our Client Privacy Statement for full details.

You or your appointed agent may inspect contract notes, vouchers and entries in our books (manual and electronic) which relate solely to your investments. We reserve the right to provide copies only if to do otherwise would allow you access to information relating to other clients. All our transaction records will be retained for at least six years.

Where investment or mortgage business services are provided to IPSL by third parties then circumstances may arise which warrant the disclosure of more than just your basic contact details. On these occasions you agree that personal information held by IPSL may be disclosed on a confidential basis, and in accordance with the Data Protection Act 2018, to such third parties. You agree that this information may be provided to them on paper or electronically.

Personal information provided by Clients will be retained on computer records and or on paper and will not be disclosed to other parties except to our auditors, lawyers or compliance consultants and any other organisation requiring access under the regulations or exercising their legal entitlement to such access or in accordance with requirements to disclose. We agree that the data we hold shall be fairly and lawfully processed, processed for limited purposes, adequate relevant and not excessive, accurate, not kept longer than necessary but also as required by our regulator, processed in accordance with your rights, secure and will not transfer it outside the EEA without adequate protection. You have the right to a copy of the personal data we hold.

CONFIDENTIALITY

All information furnished by Clients to IPSL shall be treated as confidential and disclosed to other advisers, banks, investment managers, insurance companies, product providers and/or other organisations with which IPSL negotiates on Client's behalf only to the extent that IPSL, in its absolute discretion, or it considers necessary or as required and allowed by law.

Client agrees that data held by IPSL and associated companies can be disclosed to:

- a. Affinity Integrated Wealth Management Ltd and Buryfield Grange Life Planning Ltd trading as Genus Financial & Estate Planning.
- b. another adviser firm in the event of the proposed sale or disposal of IPSL's business or assets.
- c. IPSL's software providers in the event that a problem arises in relation to the software with which Client's data is managed. No data will be retained by such companies once error is fixed.

REFERRALS TO THIRD PARTIES

There may be occasions whereby we would refer you to a specialist for specific advice such as tax advice or occupational (defined benefit) pension transfer advice. Should you pursue our suggestion to use the third-party introduced to you, you should note that we are **not** responsible for the advice that they give you. You will be subject to their terms and conditions. They will agree their charges for their advice direct with you.

CHANGES TO THESE STANDARD TERMS.

These standard terms of business, our schedule of fees and the type and description of services provided are subject to change from time to time.



Client Privacy Statement

INTRODUCTION

In order to provide you with financial planning and associated services we will collect and hold personal data about and on you. We are also required to comply with the General Data Protection Regulation (Regulation (EU) 2016/679 (the "GDPR")) and as such hereby set out details as to how we process your data and your rights.

WHY WE NEED YOUR DATA

We need your data in order for us to:

- Provide financial planning services to you in accordance with this agreement which may include but not limited to taking into account detailed analysis of your personal circumstances and requirements, income and expenditure, assets and liabilities, personal goals and objectives, family situation and resultant cash flow projections; giving you financial planning advice & services and making recommendations as to investments, pensions and other financial products which are suitable for you, and with due regard to financial markets and economic conditions, availability of financial products and the providers of those products.
- Comply with our regulatory obligations imposed by the Financial Conduct Authority in regard to the relevant 'Know Your Client' and Anti Money Laundering obligations. In addition, to comply with the Regulator's requirements for record keeping for the purposes of audits and reviews, records of transactions undertaken and Client histories for prescribed periods of time as directed.
- Respond to any legitimate legal requests for information about you to the Regulatory authority or pursuant to an order of any court or tribunal having relevant jurisdiction, or as required by law for the purposes of but not limited to combatting fraud, money-laundering and criminal activities.
- Carry out our legitimate business and professional management responsibilities which include, but are not limited to, preparing, verifying and auditing of statutory accounts and tax returns, monitoring and reviewing levels and types of business for marketing and quality control, assessing business risks and standards of services or investigating and resolving complaints.

GENERAL INFORMATION ABOUT YOUR DATA AND YOUR RIGHTS

Where we collect data directly from you, we will undertake:

- In addition to those third party companies expressly detailed in this agreement, to inform you in writing of the name and contact details of the data controller for that data and their representative. For example, where we arrange an investment on your behalf with a third party investment provider, the data controller may be the financial institution in question.
- To inform you, where appropriate, of the contact details for any Data Protection Officer appointed by us.
- To inform you and make clear the purposes for which the data is to be processed and the legal basis for that processing. In the event that the legal basis to be relied on is that of the legitimate interests of the data controller or any third party, we will inform you as to the nature of those legitimate interests.
- To inform you of the recipients or categories of recipients of data.
- In the event that the data controller proposes to transfer the data to a country other than those covered by the GDPR, to provide you with details of the safeguards surrounding such transfers and how to obtain a copy of them.
- To inform you of the period for which we propose to hold the data, or where this is not possible, the criteria which we will apply to data retention.
- To remind you of your rights whereby you may:
 - ✓ request access to data of which you are the data subject
 - ✓ object to, or withdraw consent for, the processing of the same
 - ✓ obtain rectification of inaccurate data
 - ✓ prevent data processing for the purposes of direct marketing
 - ✓ object to decisions being taken by automated means and to have the logic behind those decisions clearly explained
 - ✓ claim compensation for damages caused by a breach of the Act
 - ✓ request data erasure

Where you exercise your right to request (via email or post) access to data of which you are the data subject, we will undertake to respond to you within 30 calendar days of receipt of your request. There will be no charge for this service unless the request is manifestly unfounded or excessive in which case we reserve the right to charge a fee or refuse to respond.

You may at any time, by giving notice to us in writing, request that we cease to process your data. We will undertake to comply with any such request as soon as is reasonably practicable.

Where the legal basis for the processing of your data is to adhere to compliance with a statutory or contractual obligation, or the necessary precondition to entering into a contract, including compliance with the requirements of any Regulator, we will inform you as to:

- Whether you are legally required to provide such data, and
- The consequences of failing to provide such data

Where we obtain your data otherwise than directly from you, you will have the same or equivalent rights to those set out above. Save in the circumstance as detailed below, we will inform you which source the data originated from and whether it came from publicly accessible sources. The information to be provided will be in accordance with the following time periods, whichever shall occur first:

- As soon as practicable after obtaining the data and in any event within 1 month
- At the time of our first communication with you using the data
- When the data is first disclosed to another person

We shall not be obliged to provide you with the information:

- Where you already have this information
- Where we are subject to an obligation of professional secrecy prohibiting the disclosure of the information
- Where disclosure would render impossible or severely impair the achievement of the reasons for which the data is to be processed. In such cases, we will do what we can to protect your rights and freedoms with respect to our processing of the data

You have the right to complain in regard to any aspect of the processing of your data and any breach of the above rights to the relevant supervisory authority, who in the case of the United Kingdom is the Information Commissioners Office, whom may be contacted at:

- ✓ Online: www.ico.org.uk
- ✓ Phone: 0303 123 1113

HOLDING YOUR DATA

We undertake to review the data we hold on you on a regular basis to ensure compliance with data protection law. In the course of any review, we will:

- Delete any data which is trivial or transitory in nature, or which in our opinion is no longer required for the purposes set out above.
- Update the data to ensure that any errors or inaccuracies are corrected.
- Archive data as detailed below.

Subject to the data retention periods, as detailed below, securely delete the data when it is identified that we no longer need to hold it.

We may retain and process your data for the following periods. In the event that more than one period applies to the same data, we will retain the data to the last such period to expire:

- We will hold any agreements between you and us for a period of 6 years from the termination or expiry of the agreement unless we have been notified of any claim or circumstance which might give rise to a claim under or by reference to such agreements.
- We will process data relating to investments which we have provided advice on and / or arranged for you. We will process such data throughout the entire period you are and remain a Client of the firm and for a period of not less than 6 years following our ceasing to provide service to you in regard to those investments. In the case of long-term investments we may process your data until the date of maturation of such long-term investments.
- We will hold data as required by any Regulator until the end of any limitation period imposed by that Regulator, which in the case of the Financial Services Authority is currently 6 years for all types of business undertaken except for Occupational Pension Schemes, which can include Defined Benefit Transfers and Scheme Money Purchase Transfers, whereby the data retention period is indefinite.
- We will hold data as required by any relevant third party until the end of any limitation period imposed by that relevant third party, which in the case of HMRC shall be 7 years, unless we are notified that any period is considered "open" by HMRC in which case it will be until we are notified the period is "closed".
- We will hold data as required for the purposes of any legal proceedings for a period of 6 years following the conclusion of any such proceedings unless a longer period is required pursuant to any court rule or enactment. Proceedings will be taken to have concluded on the expiry of any period given for appealing any final judgment or on the date of concluding any settlement staying all relevant claims if the proceedings were settled before judgement.

- Save for the above, we will hold data for a maximum of 50 years from the date we receive the data.

ARCHIVING DATA

We will regularly review data and where in our opinion such data has ceased to be Active we will archive it and process it only as Archived Data. Any data which is deemed Archived Data will only be processed in limited circumstances.

All storage of data, whether Active Data or Archived Data will be in accordance with good industry practice and will be undertaken in accordance with organisational systems and procedures, which will be regularly reviewed, to maintain the security of data.

DATA PORTABILITY

On the termination or expiry of any agreement to provide services to you and on your written request, we will, subject to our right to retain copies of data for the purposes set out above, agree to return any data you have provided to us in a structured, commonly used machine-readable format, or transfer the same to a new data controller nominated by you.

WHOM WE MAY SHARE YOUR DATA WITH

In order to carry out our legitimate business and to provide you with financial planning services, we have entered into agreements with and will share your information with the following companies, for the purposes of Compliance, IT systems security, data management and control and auditing. Full details of these companies addresses (all UK based) and contact details are available on request:

- ✓ Financial Conduct Authority (Regulator)
- ✓ Financial Ombudsman Service (Complaint Handling)
- ✓ Compliance and Training Solutions Ltd (Compliance consultants)
- ✓ Readycrest Ltd (IT Support)
- ✓ Collidr Asset Management Ltd (Discretionary Fund Management & Investment Research)
- ✓ Finametrica (Risk Profiling Tool)
- ✓ Standards International (Business consultants)
- ✓ Sanctions Search (Anti Money Laundering, Politically Exposed Persons and Identity checks)
- ✓ Creative Technologies Ltd (Software and Data base provider)
- ✓ Benchmark Capital (Owners of Creative Technologies and Fusion Wealth Platform)
- ✓ Assureweb (Quotation Portal)
- ✓ AMS (Annuity Quotation Portal)
- ✓ Transact - Integrated Financial Arrangements Ltd (Platform Provider)
- ✓ Fusion Wealth / SEI (Platform Provider)
- ✓ Parmenion (Platform Provider)
- ✓ Fundment Limited (Platform Provider and Discretionary Fund Manager)
- ✓ Selectapension Limited (Research Software provider)
- ✓ Voyant (UK) Ltd (Cash Flow modelling software provider)
- ✓ Cash Calc Ltd (Software provider)
- ✓ Solidus IRP Ltd (Wills & Trusts)
- ✓ Countrywide Taxation & Trusts Corporation Ltd (Wills & Trusts)
- ✓ Lockton (PII Brokers)
- ✓ Buryfield Grange Limited (Principal regulated firm for AIWM Ltd)
- ✓ Buryfield Grange Life Planning Limited T/A Genus Financial & Estate Planning (undertakes certain non-regulated and legal work on behalf of Clients).
- ✓ Live Life with Purpose Ltd (undertakes certain publishing, educational, consultative and coaching activities across our businesses)
- ✓ Moneyinfo Limited (data aggregation and online portal)
- ✓ Time For Advice Limited (software provider)
- ✓ Docusign (Electronic documents)
- ✓ Microsoft (software provider)

- ✓ XperiDo (Document design and solutions)
- ✓ iPipeline (quotation portal)
- ✓ Smartsearch (Anti Money Laundering, Politically Exposed Persons and Identity checks)
- ✓ IFA Dataflow (automated data flows)
- ✓ Rackspace (server and cloud based data storage)
- ✓ Virtual Cabinet (electronic data storage and retrieval)
- ✓ SuiteBox (online meetings and recording)
- ✓ Zoom (online meetings and recording)
- ✓ Oii (recording and dictation software)
- ✓ M-Files (Document management and workflows)
- ✓ BeSmartMedia (website design, maintenance and marketing)
- ✓ Grove Pension Solutions Ltd (Occupational pension transfer specialists)
- ✓ Uniquity Marketing Limited (Marketing, Client Surveys & Engagement)
- ✓ Click Dimensions (Marketing work flows)
- ✓ Mailchimp (Email newsletter & marketing platform)
- ✓ Active Hosted (Email newsletter & marketing platform)
- ✓ ActiveCampaign (Email newsletter & marketing platform)
- ✓ Dropbox (File sharing)
- ✓ Growth Invest (Platform provider)
- ✓ Wildix (Communication system)
- ✓ Paperless Post (Communication service)
- ✓ Accsys Accountants Ltd (Accountants)
- ✓ Hilden Park Accountants Ltd (accountants)
- ✓ Calendly (software for appointment management)
- ✓ Appointedd (software for appointment management)
- ✓ GoParaplanning Ltd (Paraplanning & Administration services)
- ✓ Advicefront Ltd (Client portal, data gathering & document sharing)
- ✓ Alpha Legal (Anti Money Laundering ID Checks)
- ✓ Answers in Retirement Limited T/A Air Sourcing (research platform)
- ✓ MI Capital Research Limited T/A MiCap (research platform)

In addition to the above listed companies, you will be notified in accordance with the terms of this agreement as to the name and contact details of the data controller for any other third-party entity with whom we share and / or transfer your data and their representative.

LEGAL TERMS

If any provision, or part thereof, of this agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

In the event of any change in Data Protection Law occurring after the date of this agreement which requires the adoption of revised provisions dealing with data retention or portability, the parties will use all reasonable endeavours to agree such consequential changes to this agreement as may reasonably be required to comply with the requirements of Data Protection Law ("Compliant Terms") and incorporate the same as an amendment to this agreement.

SPECIAL CATEGORY DATA (Previously known as Sensitive Data)

Special category data is personal data which is more sensitive than Personal Data. This includes your racial or ethnic origin, political opinions, religious or philosophical beliefs. It also covers the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, or data concerning health, a person's sex life or sexual orientation.

WHY WE NEED YOUR SPECIAL CATEGORY DATA

It is almost certain that we will request some or all of the information covered under special category data during our relationship, particularly in relation to health details.

We need your data in order for us to:

- Provide a full financial plan, and other associated financial advice, life products or private medical insurance, in accordance with this agreement, which may include, but is not limited to, giving you financial advice and making recommendations as to investments and financial products which are suitable for you. Taking into account your personal situation, goals and objectives, the availability of products and the providers of those products, as well as a detailed analysis of your personal circumstances and requirements.
- Carry out our legitimate business and professional management responsibilities which include, but are not limited to providing you with suitable advice, with appropriate safeguards and personal data is not disclosed outside without the consent of the data subject

We believe that we can hold sensitive data about you under the lawful basis of “Legal Claims”.

DECLARATION AND CLIENT CONSENT

This is our standard agreement upon which we intend to rely. For your own benefit and protection, you should read these terms carefully before signing as, by signing you consent to the terms contained within. If you do not understand any point, please ask for further information. The Client Agreement will come into effect from the date of acceptance of this agreement, which will be confirmed by the date provided below, unless otherwise stated.

We take your privacy very seriously and will only use your personal information and data to administer the services we have agreed to provide you with, including but not limited to any products or contracts for investments, pensions, life cover, or discretionary investment management & financial planning services you have made or entered into through our firm.

By signing this Statement, you are confirming your agreement to these terms.

You further acknowledge that you have been made aware of, and give your consent to, this firm's policy on sharing your data with other companies as detailed in the 'Whom we may share your data with' section of this agreement.

- 1. I/we agree to engage IPSL and have received, read, understood and agree to this Client Agreement, Fee Schedule, Terms of Business and Privacy Statement.
- 2. I/we agree that fees will be charged for services provided in accordance with this agreement.
- 3. I/we agree that where IPSL/PSL provides services to my spouse/partner as named below, my/our information can be disclosed to my/our spouse/partner.
- 4. I/we agree that my spouse/partner as named below may provide instructions on my/our behalf.

Signed Date.....

Print Name.....

Signed Date.....

Print Name.....

One signed copy to be retained by the Client(s).

One signed copy to be retained by IPSL.