

Penguin

CLIENT AGREEMENT DOCUMENT

Client Name:

Date Issued:

About our services and costs

1. The Financial Conduct Authority

Penguin Wealth LLP is authorised and regulated by the Financial Conduct Authority (FCA). The FCA is the independent watchdog that regulates financial services. This 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.

2. Whose products do we offer?

Investment

Independent advice – We will advise and make a recommendation for you after we have assessed your needs. Our recommendation will be based on a comprehensive and fair analysis of the market.

Insurance

We offer products from a range of insurers for Term Assurance, Mortgage Payment Protection Insurance, Critical Illness Insurance, Income Protection Insurance, Private Medical Insurance and Accident, Sickness and Unemployment Insurance.

3. Which service will we provide you with?

Investment

Independent advice – We will advise and make a recommendation for you after we have assessed your needs. Our recommendation will be based on a comprehensive and fair analysis of the market.

Insurance

We will advise and make a recommendation for you after we have assessed your needs for Term Assurance, Mortgage Payment Protection Insurance, Critical Illness Insurance, Income Protection Insurance, Private Medical Insurance and Accident, Sickness and Unemployment Insurance.

4. What will you have to pay us for our services?

Investment

You will pay for our services on the basis of an adviser charge. This charge will either be based on a percentage of the amount you invest, a fixed fee or a combination of these. The adviser charge can either be paid directly by you, or by the recommended Provider of the product. We will discuss your payment options with you and answer any questions you have. We will not charge you until we have agreed with you how we are to be paid. We will tell you if VAT is payable on any fee and agree this in writing with you prior to commencing work.

Whether you buy a product or not, you may pay us a fee for our advice and services, as agreed in advance, which will become payable on completion of the work. You will be required to settle the payment of your fee on completion of the work within 14 days. We accept payment by cheque. We do not accept payments by cash. You will be provided with an invoice in advance, which will also act as your receipt.

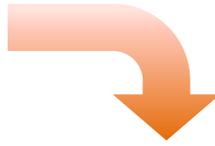
“The Penguin Client Journey and Relevant Costs” on the following pages of this document show some examples of the costs which you may be charged, but these are only examples and are not specific to you.

The Penguin Client Journey

The Discovery Process

The Lifetime Focuser – A simple form that helps us to understand you, your current position, your dreams and goals.

The Discovery Meeting – A meeting at our offices to clarify, understand and prioritise your values and goals. This meeting is completely at our expense and carries no-obligation.



1. The Advice Process

The Wealth Management Plan

An appraisal of existing plans and provision. We will identify shortfalls and address needs via Penguin's:

- ⌚ Cash Flow Forecasting Service
- ⌚ Trouble Free Retirement Service
- ⌚ Investment Review Service
- ⌚ Protecting Your Wealth Service
- ⌚ Any other relevant recommendations

The Planning Meeting

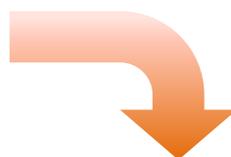
Discuss Wealth Management Plan and agree



2. Implementation

The Implementation Process

- ⌚ Solutions researched and recommended
- ⌚ Completion of paperwork
- ⌚ Trust and Will Instructions taken
- ⌚ Confirmation of Advice Report
- ⌚ Agree the Review Process



3. Review Service

The Review Process - A fundamental element in the Planning Process. It keeps you on track towards your goals and objectives.

- ⌚ Access to advice when you need it
- ⌚ Complete Penguin Review and Preparation Booklet
- ⌚ Review personal goals, values and objectives
- ⌚ Update and adjust your plan as necessary
- ⌚ Remove the Hassle Service

Updates and Events

- ⌚ Monthly client newsletters and communication on current financial issues
- ⌚ Penguin Quarterly Investment Updates
- ⌚ Special client events
- ⌚ Seminars to improve your financial IQ

The Advice Process

A fixed fee will be charged for this process and for creating the first draft of your **Wealth Management Plan** and/or a *Financial Forecast* based on your situation. The Financial Forecast is a service that helps us predict how your financial future currently looks based on your current planning and what you are trying to achieve.

This Wealth Management Plan covers the objectives we have discussed together, as well as subjects we believe appropriate to your aspirations. This assumes that you need us to put a plan together for you or review any existing policies

Advice Fees: Can range from £297 to £2685

Penguin Financial Forecasting Service	£597
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Penguin Wealth Protection Service	£497
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inc. Asset Protection
IHT Planning
Care Fee Planning

Penguin Trouble-Free Retirement Service	£297
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inc. Existing Pension Review
Pre-Retirement Planning
At-Retirement Options

Occupational Pension Review	£897
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Penguin Investment Review Service	£397
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inc. Existing Investment Analysis
Risk Profile Analysis
New Portfolio Design

We will provide you with a written indication of the likely fees in advance before commencing work. If this service is selected in isolation, under current legislation VAT will usually be payable on the amount charged.

Money Back Guarantee

If you do not feel that the plan we produce adds value to you, then it will come at no cost.

Penguin's Focused Advice Services

The below is a list of Penguin's focused advice services, and fixed fees for these services. These may be more appropriate for you if you want to focus on a particular area of Financial Planning. Your adviser will discuss these with you.

Penguin Protection Planning Service	£297
Penguin At-Retirement Planning Service	£297
Penguin Pre-Retirement Review Service	£297
Penguin Investment Review Service	£397
Penguin Occupational Pension Review Service	£897

The Plan Implementation Process

A menu of fees will be included within your Wealth Management Plan. This will detail all fees involved in implementing your plan, including the costs of any wills and trust arrangements. Consequently, fees could include activities carried out by specialist third parties.

Arrangement of Lump Sum Investment & Pension Contracts	Fee: Maximum 4% of the Amount Invested
Arrangement of Regular Contribution Investment & Pension Contracts	Fee: Maximum fee equating to the first 3 months premiums
Arrangement of Products involving Insurance	Fee: £497 - £9,497

Lump Sums

If you invest £100,000 into a Pension or Investment plan, and we agree that 3% is to be paid to us as a fee, then either, you will need to pay us £3,000, in this case £100,000 will be invested, or if you choose for the Provider to pay us our fee, then £3,000 will be deducted from the investment and £97,000 will be invested.

Regular Contributions

If you invest £1,000 per month into a Pension or Investment plan, and we agree that the first three months premiums is to be the fee, then you will write us a cheque for this amount. Alternatively you could have this deducted from any lump sum investment you are making, if applicable.

Insurance

For non-investment business such as Term Assurance we will usually be paid a commission from the product provider. This will be disclosed to you in an illustration before you go ahead with our recommendation. We will agree with you the fee or amount of commission we will be paid before we make or implement any recommendations. You will receive a quotation which will tell you exactly how much commission we will receive and about any other fees relating to any particular insurance policy.

The fees Penguin charge for implementation contribute towards the costs of

- Arranging the transactions & communications with Providers
- The risk of the advice Penguin takes on
- Our regulatory costs
- Our business costs

The Penguin Review Process

There are two levels of service available within The Review Process:

The Client Relationship Service

This entitles you to:

- Quarterly Monitoring of your Portfolio (investments for which Penguin have responsibility)
- Valuations of your Portfolios as and when required, via email
- Review Meetings, at no additional cost and at your request to discuss any issues you think are appropriate. This is not intended as a yearly activity, but an activity that will be driven by what you need. We will communicate with you at least once a year to suggest a meeting.
- The Penguin Review Preparation Booklet
- The Wealth Management Update (delivered monthly, by email)
- Invitation to Special Client Events
- Telephone Calls returned within 2 working days
- Prompt response to emails and other correspondence
- Action priority over “Customers”
- Access to the advice team for your family

Annual Fee: 0.8% of investments arranged

For example, an Investment of £100,000 would pay £800 over a 12 month period. As your fund value increases or decreases our fee will increase or decrease.

The Customer Relationship Service

This entitles you to:

- Annual valuations of your Portfolios
- The Wealth Management Update (delivered monthly, by email)
- Prompt response to emails and other correspondence
- Administration of your file

The following services, when requested, may attract individual fees per project:

- Interim review of your Portfolio
- The Client Review Preparation Booklet
- An Annual Review Meeting, at your request
- Invitation to General Events

Please note, on-going advice, service and prompt adviser availability is not an inherent part of The Customer Relationship Service.

Annual Fee: 0.5% of investments arranged

For example, an investment of £100,000 would pay £500 over a 12 month period. As your fund value increases or decreases our fee will increase or decrease.

If you do not want or need an ongoing service from Penguin, but would still like to discuss your Financial Planning needs with us on an ad-hoc basis, then we can discuss the costs of this as and when required.

4. Who regulates us?

Penguin is a trading name of Penguin Wealth LLP who are authorised and regulated by the Financial Conduct Authority. Our Firm Reference number is 581108.

Our permitted business is Pensions, Investments, Life Assurance, Permanent Health Insurance, Private Medical Insurance, Accident & Sickness Insurance, Income Protection, Equity Release and Mortgages.

You can check this on the FCA's Register by visiting the FCA's website:

www.fsa.gov.uk/register/firmSearchForm.do or by contacting the FCA on **0300 500 0597**.

5. What to do if you have a complaint?

If you wish to register a complaint, please write to; Penguin, 2 Raleigh Walk, Brigantine Place, Cardiff, CF10 4LN or telephone 02920 450143. A summary of our internal complaints handling procedures for the reasonable and prompt handling of complaints is available on request and if you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service, at www.financia-ombudsman.org.uk or by contacting them on 0800 0234 567.

6. Are we covered by the Financial Services Compensation Scheme (FSCS)?

We are covered by the 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 up to a maximum limit of £50,000.

Insurance

Insurance advising and arranging is covered for 90% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS.

Accreditations

We take ethics and standards incredibly seriously here and to that end Penguin were the first firm in the UK to become a Chartered, BS8577 Certified and IFP Accredited firm.

IFP Accredited

We became the very first Welsh firm to be approved by the Institute of Financial Planning (IFP) as an Accredited Financial Planning Firm. The IFP awards this title only to firms which it has assessed as demonstrating the highest professional standards of Financial Planning service and advice to its clients.

To successfully meet the criteria for approval, here at Penguin we have had to demonstrate that we provide a comprehensive Financial Planning service to YOU - our valued clients.

We also had to demonstrate commitment to the IFP's Code of Ethics and Practice Standards, as well as being tested on Financial Planning Skills at an Advanced Level.

Very few Financial Planning firms in the UK can meet these exacting standards!



BS 8577 Certified

Penguin's processes have been independently accredited against British Benchmarks demonstrating that our clients are at the heart of our business. BS 8577 is the only professional quality standard within Financial Services to focus solely on key areas of business practice. Penguin undergoes an annual independent assessment to ensure that we continue to meet the high specification set by the Standard and to achieve re-accreditation. As of the 1st October 2015 Penguin are one of less than 25 firms in the UK to have achieved this Kitemark standard.



Chartered

Chartered status allows firms to demonstrate their professional commitment to raising standards of knowledge, capability and ethical practice. Chartered firms must ensure staff members acquire and retain the necessary knowledge and skills to deliver the highest quality advice. They must also work in an ethical manner that places clients' interests at the heart of the advice they give.



Retail Client Agreement

This agreement is issued on behalf of Penguin, a trading name of Penguin Wealth LLP, 2 Raleigh Walk, Brigantine Place, Cardiff, CF10 4LN who can be contacted on **029 20450143**, or by e-mailing **info@penguinwealth.com**

Client Classification

Each client with whom the firm does business is categorised as to identify the level of regulatory protection. We propose to classify you as a 'Retail Client' for Investment purposes. This means you are afforded the highest level of protection under the regulatory system and should have the right to take any complaint to the Financial Ombudsman Service.

Communications

We will communicate with you in English both verbally and written for the sending and reception of orders.

Services to be provided

With regards to investments which we have arranged for you, where an on-going service charge, via a fee, has been agreed with you, we will provide you with the service level we have agreed with you. The dates of reviews will be confirmed to you in writing. We may also 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 service which we feel may be of interest to you.

On issue of this letter any subsequent advice or recommendation offered to you will be based upon your stated investment objectives, acceptable level of risk and any restrictions you wish to place on the type of investments or policies you are willing to consider. We will issue you a suitability report to confirm our recommendations. Unless confirmed we will not place any restrictions on our recommendations.

Penguin Tax Planning Ltd is a non-regulated company that we introduce Clients to for Wills and Trusts, as and when required. Penguin Tax Planning Ltd is **not** regulated by the Financial Conduct Authority (FCA). It undertakes only those activities that are **not** regulated or authorised by the FCA. This would include Trust Work, Will Drafting, Research, Legal work and other non-regulated activities.

The Client Agreement and Services and Costs Document **only** refer to regulated activities undertaken by Penguin.

If we are to advise you on non-regulated business, we will ensure that we explain this to you and if you are purchasing a Wealth Management Plan. The fees and recommendations in this area will be included in this document.

Code of Ethics

Penguin team members are committed to providing the highest standards of financial planning and advice for the benefit of clients, colleagues and the community. We have designed our systems and procedures especially in order to achieve this and these are our promises:

- 1** | Penguin will always place the best interests of clients above personal gain or advantage.
- 2** | As Penguin are placed in a position of trust by their clients they will strive to act with integrity at all times. All advice given will be tendered in an honest manner with full disclosure of all the facts necessary to enable clients to make informed decisions.
- 3** | To act with complete objectivity, ensuring that any advice is given for the benefit of the client. Any potential conflict of interest will be disclosed at the earliest opportunity.
- 4** | Penguin are committed to maintaining and improving their standards of professional knowledge, skills and competence to ensure that their clients receive the best possible advice.
- 5** | Penguin will hold in the strictest confidence and consider as privileged, all business and personal information pertaining to their client's affairs. This shall only be disclosed if authorised by the client or under legal duty.
- 6** | Members of Penguin will conduct themselves with courtesy and consideration to all they come into contact with. They will not engage in any conduct or activity which could bring the profession and business into disrepute.
- 7** | Penguin will abide by and conform to all provisions of the laws and regulations in the UK.

Penguin does not handle clients' money

We never accept a cheque made out to us unless the cheque is in settlement of charges, fees or disbursements for which we have sent you an invoice.

We will also make arrangements for all your investments to be registered in your name unless you first instruct us otherwise in writing. We will forward you all documents showing ownership of your investments as soon as practicable after we receive them. Where a number of documents are due involving a series of transactions, we normally hold each document until the series is complete then forward them to you.

On-going Investment Fees

In addition to any initial adviser charges paid, an on-going service fee may have been agreed with Penguin. This can be paid directly by you or can be paid by the product provider. This on-going fee is generally 0.8% of the funds we manage for you. We also offer a monthly retainer service if preferred or needed. This fee is used to assist in covering the back-office administration costs, such as providing valuations and changing addresses along with access to the Penguin Review Process – this includes access to our Advanced Investment Strategy (AIS), access to the Penguin Team and our regular client communications by email including our monthly Wealth Management Update.

As an example, an investment valued at £100,000 would pay £800 over a 12-month period and go up or down if your investment does.

You may cancel any on-going fees at any time in writing to us. If you cancel this fee, all on-going service will cease immediately, and we will not be required to contact you. If you contact us in the future any further services will then be charged in accordance with our current costs and services document.

Material Interest

We will act honestly, fairly and professionally known as 'conducting business in the Clients best interest' 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.

Rights to Cancel

We will inform you of your statutory right to cancel. The Distance Marketing Directive normally grants you 30 days in which you may cancel a life or pension contract. However there will be occasions where no statutory rights are granted, however this will be explained before any contract is concluded.

The information you have provided is subject to the Data Protection Act 1998 (the "Act"). By signing this document you consent to us or any company associated with us for processing, both manually and by electronic means, your personal data for the purposes of providing advice, administration and management.

“Processing” includes obtaining, recording or holding information or data, transferring it to other companies associated with us, product providers, the FCA or any other statutory, governmental or regulatory body for legitimate purposes including, where relevant, to solicitors and/or other debt collection agencies for debt collection purposes and carrying out operations on the information or data. We may also contact you or pass your details to other companies associated with us to contact you (including by telephone) with details of any other similar products, promotions, or for related marketing purposes in which we think you may be interested.

The information provided may also contain sensitive personal data for the purposes of the Act, being information as to your physical or mental health or condition; the 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; your political opinions, religious or similar beliefs, sexual life; or your membership of a Trade Union. If at any time you wish us or any company associated with us to cease processing your personal data or sensitive personal data, or contacting you for marketing purposes, please contact Penguin, 2 Raleigh Walk, Brigantine Place, Cardiff, CF10 4LN who can be contacted on 029 20450143 or by e-mailing: info@penguinwealth.com

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

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

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.

Termination

The authority to act on your behalf may be terminated at any time without penalty by either party giving seven days’ notice in writing to that effect to the other, but without prejudice to the completion of transactions already initiated. Any transactions effected before termination and a due proportion of any period charges for services shall be settled to that date.

Client Consent

I hereby authorise the transfer of information, as described above on a confidential basis when warranted between such third parties. I agree that these Terms will come into effect from the date of issue.

Please tick this box if you DO NOT consent to us, or any company associated with us, processing any such sensitive data.

Please tick this box if you DO NOT wish for us, or any company associated with us, to contact you for marketing purposes by e-mail, telephone, post or SMS.

I have received and read the terms laid out in this agreement & the related 'Services and Costs' document.

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.

	Client 1	Client 2
Customer Name(s)		
Customer signature(s)		
Date of Signing		

Adviser Name	
Adviser Signature	

Next Review Date	
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