

PENGUIN CLIENT AGREEMENT DOCUMENT

Client: _____
Date Issued: _____



Helping People Live Their Best Life, by Making Smarter Financial Decisions.

Penguin House
Raleigh Walk
Brigantine Place
Cardiff
CF10 4LN

Tel: 02920 450 143

www.penguinwealth.com

Penguin is a trading name of Penguin Wealth Planners Ltd,
who are authorised and regulated by the Financial Conduct Authority.

The Penguin Client Journey

Penguin 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

The Planning Process

The Wealth Management Plan

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

- Financial Forecasting Service
- Investment Review Service
- Pension Review Service
- Wealth Protection Service
- Retirement Option Report
- Legacy Protection Plan Review

The Planning Meeting

Discuss Wealth Management Plan and agree next steps

Implementation Process

The Implementation Process

- Solutions researched and recommended
- Completion of paperwork
- Trust and Will Instructions taken
- Confirmation of Advice Report

The Forward Planning Service – Becoming a Penguin Client

The Forward Planning 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
- Penguin Forward Planning Process
- Forward Planning Meetings to discuss your Personal Goals, Values and Objectives
- Update and adjust your Financial Plan as necessary
- Monthly Client Wealth Management Updates and communication on current Financial issues
- Providing guidance and Financial Coaching to ensure you make the right decisions
- Penguin Second Opinion Service
- Penguin Quarterly Investment Updates

Helping People Live Their Best Life, by Making Smarter Financial Decisions.

The Planning Process Cost

A fixed fee may be charged for the Penguin Planning Process. This may include creating the first draft of your **Wealth Management Plan** and/or a **Financial Forecast** based on your situation. The Penguin Planning Fee will cover the cost of reviewing your situation, looking at your strengths and weaknesses and delivering impartial, unbiased Advice on all the things to consider to improve your Financial position to help you 'Make Smarter Financial Decisions'.

The Penguin Planning Fee is £697

The Planning process will include one or more of the below: -

- 🐧 Penguin Wealth Management Plan
- 🐧 Penguin Financial Forecasting Service*
- 🐧 Penguin Investment Review Service
- 🐧 Penguin Business Protection Report
- 🐧 Penguin Pension Review Service
- 🐧 Penguin Retirement Option Report
- 🐧 Inheritance Tax & Legacy Plan

Money Back Guarantee

IF YOU FEEL THAT THE PLANNING PROCESS DOES NOT ADD VALUE TO YOU,
THEN IT WILL COME AT NO COST.

*The Financial Forecast is a service that helps us predict how your Financial Future looks, based on your current situation, and what you are trying to achieve in the future – also called Cashflow modelling.

If we decided to work together and a product is recommended, then the Advice fee can be taken from your Product on Implementation. If this service is selected in isolation, under current legislation, VAT will usually be payable on the amount charged.

The Implementation Process Fees

A menu of fees will be included within your written Document/Plan. This Document will detail all fees involved in implementing any Advice we may give, including the costs of any Wills and Trust arrangements. Consequently, fees could include activities carried out by specialist third parties.

Arrangement of Pension or Investment Contracts

Penguin will charge a fee of 2% fee on the first **£250,000** invested and 1% fee on any remaining Investment over the initial **£250,000***.

This fee is to cover the risk of Advice, and Regulatory Cost of providing your Financial Advice, and will usually be taken from any product. The fees Penguin charge for Implementation contribute towards the costs of Regulation, Insurance, Business and Office costs and the risk of Advice to Penguin.

If you invest **£300,000** into an Investment plan, for example, you will be charged with **£5,000** (2% of the first £250k) and **£500** (1% of the remaining £50,000 invested). The combined total fee charged would be **£5,500** and will be deducted from the Investment and **£294,500** will be invested.

*** The Minimum fee for any Product/Investment/Pension we arrange is £500.**

You have the option to pay this example fee (£5,500) direct to Penguin via online banking or as a cheque, and £300,000 will be invested.

To arrange and advise on a SIPP £1,497*

To arrange and advise on a SSAS £1,997*

****Plus 1% of any Pension funds moved into the SIPP / SSAS – example 1% of £100,000 = £1,000***

To arrange and advise on an Enterprise Investment Scheme (EIS), Venture Capital Trust (VCT), Business Property Relief and Solutions.

Some Specialist Solution/Products such as VCT's, EIS's, BPR Products will be subject to an **Advice fee of 3%** of the Investment amount due to the complex nature and additional Risk to the Penguin Business of advising on and arranging these products.

Discretionary Fund Manager

We may, where appropriate, recommend holding some, or all, of your investments with a Discretionary Fund Manager (DFM), a Professional Investment Manager appointed to monitor your portfolio and make Investment decisions on your behalf. In such cases we will explain the respective responsibilities of ourselves and the DFM in relation to your investments.

In some circumstances we may need to act as your 'agent' in relation to the part of your portfolio held with a DFM. This means that you will not have a direct contractual relationship with the DFM and the DFM will instead treat our firm as its client. Before setting up this type of arrangement we will explain the implications to you.

The Penguin Forward Planning Process

There are two levels of service available within The Penguin Forward Planning Process:

The Client Relationship Service

This entitles you to:

- Penguin Forward Planning Service Meetings are available, at no additional cost, at your, or our request to discuss any issues you, or we, think are appropriate. This is not intended as a yearly activity, but an activity that will be driven by what you need, when you need it. We will communicate with you at least once a year to see if a Forward Planning Meeting is required
- Access to the Penguin Advice team for your Family
- Ongoing management and monitoring of your Portfolio (Investments for which Penguin has responsibility) through the Penguin Investment Strategy Committee.
- Penguin Portfolio Valuations on request
- A Quarterly Investment Update, by email, updating you on the Investment Strategy Performance
- Invitation to Special Client Events and Briefings
- Trust & Estate Planning Advice
- Action priority over “Customers”
- Financial Forecast updates
- Regular reviews of Third-party services
- Access to Penguin Legal, Penguin Mortgages and Penguin Tax Planning

Annual Fee: 0.9% of Investments / Pensions arranged – payable each year and deducted from your Investment / Pension

For example, an Investment of £250,000 would pay £2,250 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
- Prompt response to emails and other correspondence
- Administration of your file

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

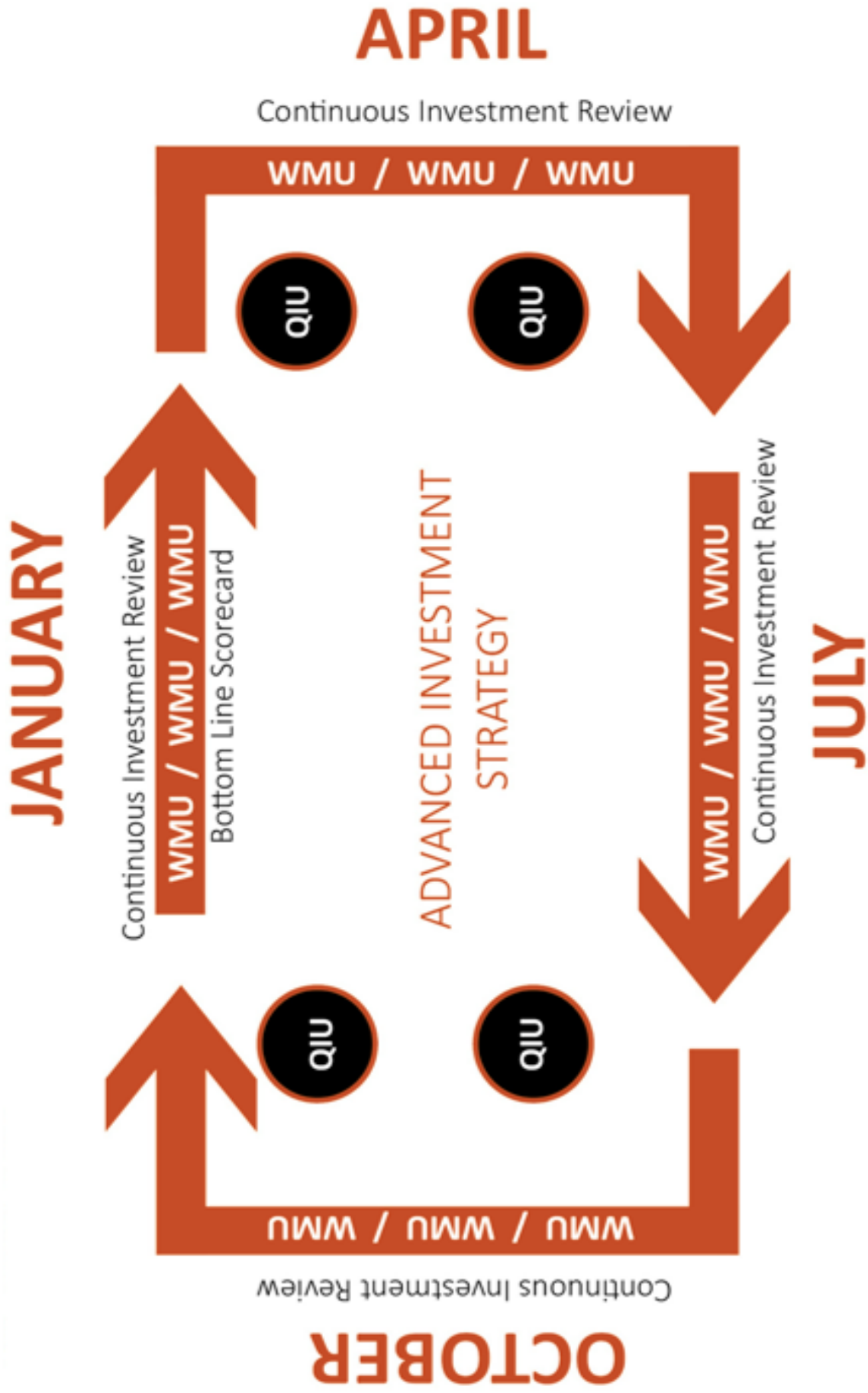
- Interim review of your Portfolio
- An Annual Forward Planning Meeting/ Discussion, at your request

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 / Pensions arranged – payable each year and deducted from your Investment / Pension

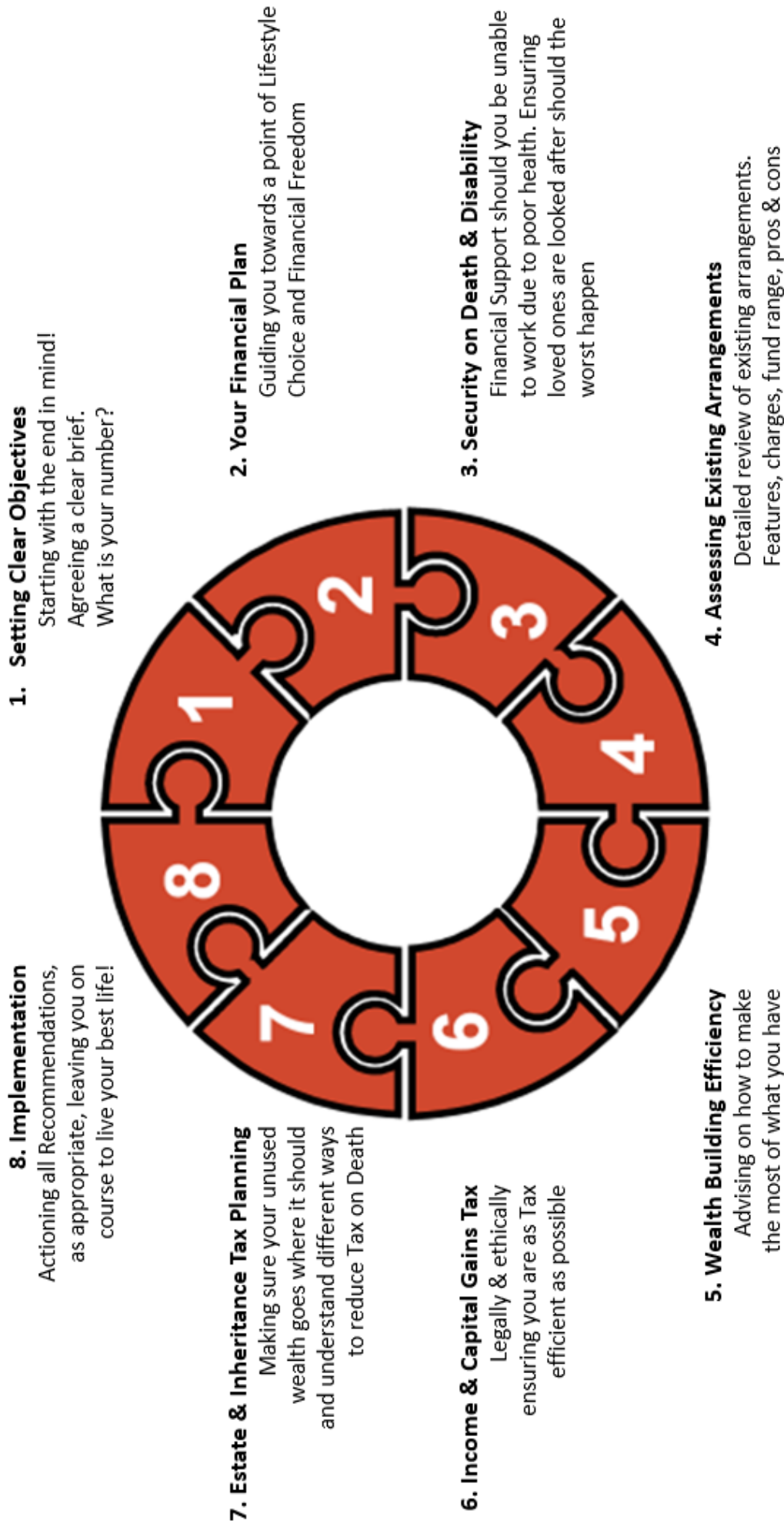
For example, an Investment of £250,000 would pay £1,250 over a 12-month period. As your fund value increases or decreases, our fee will increase or decrease.

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.



WMU - Wealth Management Update
QIU - Quarterly Investment Update

THE FINANCIAL PLANNING PIECES



Helping People Live Their Best Life, by Making Smarter Financial Decisions

The Value Financial Planning Can Bring to You

Behavioural Coaching (or stopping people doing silly things with money!)

When we create a Financial Plan for you, it is for the long term, and we recognise also that market conditions can get tough. This is where we will remind you of the long-term nature of the Plan and help you to put your emotions to one side when markets get tough.

We have seen that by helping our clients to avoid destroying wealth through common behavioural pitfalls, such as - cashing in investments when the markets are volatile. Reducing your risks and the wrong behavioural coaching alone could easily repay our fees several times over.

Tax Allowances

Lots of people miss out on valuable Tax Allowances. The allocation of assets between taxable and tax-advantageous accounts is an important tool that Penguin can use that can add value each year.

Protection Family / Legacy

We help Protect and ensure that your Family are Financially secure when you are gone. That's an important goal for many families, and by putting the right Planning in place we can help keep your legacy intact.

Spending Strategy

Penguin can add significant value by ensuring that the post-retirement spending is undertaken as tax-efficiently as possible, strategically using your Invested Assets & Various Personal Allowances.

Strategic Asset Allocation

Asset Allocation has been proven time and again to be how "average" investors can achieve better long-term returns – the value is hard to quantify. Regularly rebalancing can help to correct portfolio drift as well as controlling risk.

Summary

These key points will add significant value to your Financial Planning. We have also sought to place a price on the value that we can add and found that it is likely to be in the region of at least 3% per annum, albeit not delivered at a constant annual rate. In summary, to maximise the value we can add to your portfolio, it makes sense to focus on things that we can control:

- Help you select an asset allocation that is suitable for your goals and attitudes
- Implement the asset allocation using risk-controlled Investments as best we can
- Making use of Tax Allowances on an ongoing basis
- Limit deviations from the market portfolio
- Concentrate on behavioural coaching and sticking to the long-term Financial Plan and goals.
- Passing of wealth/legacy to your loved ones in a controlled, Tax efficient way.

About Our Services and Costs

1. The Financial Conduct Authority

Penguin, the trading name of Penguin Wealth Planners Ltd, is authorised and regulated by the Financial Conduct Authority (FCA). The FCA is the independent watchdog that regulates Financial Services. This document is designed 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.

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 be based on a fund charge and/or percentage of the amount you invest. 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 7 days. We accept payment by cheque and via direct online Bacs payment. We do not accept payments by cash. You will be provided with an invoice in advance, which will also act as your receipt.

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.

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.

Retail Client Agreement

This agreement is issued on behalf of Penguin, a trading name of Penguin Wealth Planners Ltd, Penguin House, Raleigh Walk, Brigantine Place, Cardiff, CF10 4LN who can be contacted on **02920 450 143**, 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. 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 Trust and Tax work to, as and when required. We also introduce clients with legal matters such as Wills, Lasting Power of Attorney and Probate to Penguin Legal Services Ltd. Both Penguin Tax Planning Ltd and Penguin Legal Services Limited are **not** regulated by the Financial Conduct Authority (FCA). They undertake only those activities that are **not** regulated or authorised by the FCA. This would include Trust Work, 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 Trust & Tax business, or refer you for Wills or Lasting Power of Attorneys, we will ensure that we explain this to you as you are going through our Planning Process. The fees and recommendations in this area will be included in your Wealth Management Plan.

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 Penguin Client fee is generally 0.9% 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 Forward Planning Process – this includes access to our Penguin Investment Strategy, 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 £250,000 would pay £2,250 over a 12-month period and go up or down if your Investment does.

You may request to cancel any on-going fees at any time, this request must be made in 'writing' only. 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.

Data Protection

The information you have provided is subject to the General Data Protection Regulation (GDPR). 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 our group of companies/partnerships 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, Penguin House, 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.

Ending Our Relationship

It is important to remember that you are paying for our service voluntarily. If you ever feel it is not working out, all you have to do is provide us with a note or an email confirming you no longer wish to retain us as your advisers.

We may also end our relationship any time. For example, if we feel it is just not working out between us, we can no longer justify our fees in relation to our work for you or if it is clear you are unengaged / unresponsive to our efforts to provide a great service.

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.

Mutual Commitments

Our commitment to you:

- To have integrity, and always work in your best interest
- To care about you, your assets and your Financial security
- To understand you by asking you questions and listening to your responses
- To challenge you where we feel it necessary and in your best interest
- To respect your confidentiality at all times
- To keep adequate records that might allow another Financial Planner to look after you in our absence
- To provide our financial expertise and experience and to stay current with issues which affect you
- To return your phone calls and respond to your emails as soon as possible (normally within 48 hours)
- Should it happen, to take responsibility for any mistakes we make when looking after you

Your commitment to us:

- To treat our Forward Planning meeting as an important commitment – this only works if you are engaged in this process
- To give us as much notice as possible of any changes to your circumstances
- To be honest and open with us
- To treat us respectfully and be reasonable and clear in your expectations from us
- To return paperwork, emails and calls in good time
- To help us to improve by letting us know what you think of our services and the way we deal with you
- To let us know as soon as possible if you ever feel we have not met your expectations
- If you do not act on our advice, you tell us why

Other Important Information We Feel You Ought to Know

If You Are Not Happy With Our Service

If you have a complaint about your Adviser/Planner or any Financial Advice you have received from your Adviser/Planner, please contact us:

In writing:

Penguin Complaints Department, Penguin House, Raleigh Walk, Brigantine Place, Cardiff, CF10 4LN

Email: info@penguinwealth.com

Tel: 02920 450 143

We will be happy to provide you with a summary of the internal procedures for handling complaints. This is available without charge upon request.

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service (e.g. if we arranged insurance or a regulated mortgage product).

The Financial Ombudsman Service can be contacted as follows: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

Telephone: 0300 1239123

Email: complaint.info@Financial-ombudsman.org.uk

Who regulates us?

Penguin is a trading name of Penguin Wealth Planners Ltd who are authorised and regulated by the Financial Conduct Authority. Our Firm Reference number is 830057.

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: <https://register.fca.org.uk> or by contacting the FCA on **0300 500 8082**

The FCA Address is: 12 Endeavour Square, London, E20 1JN.

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 £120,000 from 1st December 2025.

Insurance

Insurance advising and arranging is covered for up to 100% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS - www.fscs.org.uk.

Penguin Vulnerable Client Policy

Introduction

This policy sets out how Penguin aim to identify and treat clients and prospective clients who may be considered as being vulnerable by virtue of their age, disability or circumstances.

Although vulnerability can come in many forms, it is important that such individuals are dealt with appropriately, fairly and consistently.

Penguin are committed to making sure that we treat any vulnerable client as an individual. We will do this by being:

- ↻ Flexible in our approach to client communications.
- ↻ Empathetic to any specific needs or concerns they have.
- ↻ Penguin will provide training for all our staff to identify the key indicators of vulnerability and providing appropriate support and solutions for vulnerable clients.

As a firm, we must be pro-active in looking for clues from a client that may lead us to determine that they should be treated as “vulnerable”. We believe that this is most likely to be from the information gathered during our Penguin Discovery Process; but all team members will be listening and looking for any indicators that may lead us to the conclusion that our client is or has become vulnerable.

This will include:

- Some of our clients/customers will be actually vulnerable because of their personal circumstances. Actual vulnerability could be permanent or temporary because those circumstances constantly change. This can cause clients/customers who had not previously been vulnerable to become so at some stage of their life, for example: one of our clients/customers recently suffering a bereavement.
- Other clients/customers may be potentially vulnerable. Although not currently vulnerable, they may be more susceptible than others, due to certain characteristics, for example, someone with a history of stress-related illnesses.

Definition of Vulnerable Clients

The FCA defines a vulnerable client as: ‘Someone who, due to their personal circumstances, is especially susceptible to detriment, particularly when a firm is not acting with appropriate levels of care’.

What is detriment?

Detriment is essentially any disadvantage a client could suffer, for example this could range from being treated unsympathetically by a firm, such as not giving adequate time for a client or rushing to complete paperwork; it could also be choosing the wrong investment product. This can occur in particular with vulnerable clients because financial products can be relatively complex and, in certain cases, may not be optional.

Penguin are mindful that many clients in vulnerable situations may not think of themselves as being ‘vulnerable’.

Assessment and Management of Risk

Penguin will not discriminate against clients in vulnerable circumstances by way of adjustment to fees or any refusal to assist purely on the grounds of the client's circumstance (unless that circumstance creates a situation which is likely to lead to detriment or a risk that removes the availability of any finance facility).

Early in the customer journey Penguin will allow for a customer to nominate a designated third party who can support the customer in their interactions and be contacted if we have any concerns.

Penguin provide training to educate their Financial Planners and the rest of the Penguin team on interacting with older customers who may be vulnerable.

All of the team have been trained by a Dementia Friends Champion and are now recognised as Dementia Friends themselves.

We work with charities such as Age Connect as well as other organisations supporting potentially vulnerable groups that can review communications from the perspective of vulnerable.

In addition to our usual systems & controls, to make sure that we treat all vulnerable clients fairly, we have the following additional processes in place:

- Advisers will make an assessment with regards to vulnerability and the necessary arrangements that need to be put in place for each client.
- Penguin will be able to refer to Paradigm Compliance Services for additional support and guidance.
- Where a vulnerable client has been identified – the Adviser will ensure this case is seen by Craig Palfrey or Oliver Pughe for their input, before presenting to a client.
- Where possible, all clients will be seen face – to – face and that can be online as well as in person – the process remains the same.
- In the event a client has no passport or driving licence, Bank statements, council tax statements, utility bill for address will be used, as well as checked using the SmartSearch online system.
- For individual verification, if the client is in receipt of disability benefits, state pension etc, then this will be used.
- Where relevant, we will seek independence evidence of a person who is an Attorney or Court of Protection Deputy.
- Penguin will use a translation service for clients that do not have English as a first language.
- We will review our practices periodically for consistency and to determine adherence to the stated policy.

Penguin's Artificial Intelligence Policy

Our Ethos

At Penguin, we are committed to providing you with the highest quality Financial Planning & Advice. To enhance our capabilities and improve your experience, we utilise artificial intelligence (AI) technologies in certain aspects of our operations. We are proud to embrace a responsible AI framework, where every application is carefully considered and implemented with your best interests in mind. Our commitment to ethical principles ensures that fairness, transparency, accountability, and respect for your rights and dignity are always at the heart of how we develop and use AI.

By carefully selecting industry-specific tools, we focus on continuously enhancing our services whilst preserving the effectiveness and dependability of our AI technologies. These systems are here to enhance your Financial wellbeing, giving our team more time to focus on what they do best—building strong relationships with you and providing the personalised support you deserve.

Our Commitment to You

While AI enhances our processes by providing valuable insights and streamlining efficiencies, it is never a substitute for human judgement. Our Advisers remain firmly in control and accountable for all final decisions, ensuring that each recommendation is tailored to your unique needs.

Thanks to recent advancements in technology, we can automate more routine administrative processes, freeing up valuable time for our advisers to focus on what matters most — providing you with meaningful human contact, tailored Advice, and personal support. This careful balance of technology and human expertise enables us to deliver an even higher standard of service.

Rest assured, we embed human oversight throughout our processes, recognising that the experience, empathy, and professional judgement of our Advisers are irreplaceable. For us, AI serves as a tool to support our Advisers in delivering high-quality Financial Advice and we continue to ensure that the human touch remains at the heart of every client interaction.

Regulatory Compliance & Data Protection

Our use of AI adheres to all relevant FCA guidelines, GDPR, and other applicable data protection regulations. We regularly review and update our AI systems and data protection policies to ensure ongoing compliance with evolving regulatory requirements.

Areas of AI Implementation

We have integrated AI technologies across key areas of our operations, ensuring robust data protection measures are always in place. Each area of implementation is guided by our commitment to ethical practices, transparency, and delivering exceptional client experiences, these include:

- Meeting recording and summary generation
- Streamlining administrative tasks
- Content creation and design
- Data analysis and insights

Your Consent

By agreeing to our services, you acknowledge and consent to our use of AI. We remain committed to providing transparent, ethical, and high-quality Financial Advice services, enhanced by the responsible use of AI technologies, while maintaining the utmost respect for your privacy and data security.

If you have any questions or concerns about our use of AI or our data protection practices, please don't hesitate to contact your Financial Adviser.

Penguin Team

While the majority of our team is based in Cardiff, we are proud to have a small, dedicated team offshore who expertly manage various administrative aspects of our processes. This allows us to deliver a seamless and efficient service to you.

Our overseas team members are highly trained professionals who are fully integrated into our broader team, sharing our commitment to excellence and exceptional customer service. By working collaboratively across borders, we ensure the same high standards of care and attention are upheld in everything we do.

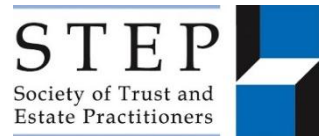
Accreditations

CISI Accredited Financial Planning Firm

We became the very first Welsh firm to be approved by the Chartered Institute for Securities and Investments (CISI) as an Accredited Financial Planning Firm. The CISI 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 CISI's Code of Ethical 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!



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.

I / We consent to the processing and storage of personal information and to the issue of marketing material from Penguin and its group of companies ☐

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 at 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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