

TERMS OF BUSINESS

(V 9.0)

Tom Cresswell

Financial Adviser

This document sets out the terms of business between our firm (as an Appointed Representative) and its clients.

Principal Financial Services (Nottingham) Limited is an Appointed Representative of Quilter Financial Planning Solutions. Quilter Financial Planning Solutions Limited is authorised and regulated by the Financial Conduct Authority in the UK with Financial Services Register number 184591. Positive Solutions is a trading style of Quilter Financial Planning Solutions Limited.

These 'Terms of Business' apply until further notice and must be read in conjunction with the 'Guide to Our Service'. In case of any ambiguity between the documents, this 'Terms of Business' will take precedent.

Either we or you can end these terms at any time, without penalty and this will not affect any outstanding transactions being carried out on your behalf.

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CONFIRMATION OF MY ADVICE AREAS

| Insurance | |
|------------|--|
| X | I will advise and make a recommendation for you after I have assessed your needs for Life Assurance, Critical Illness, Income Protection, Accident Sickness & Unemployment, Home Insurance, and Private Medical Insurance as an insurance intermediary. |
| | You will not receive advice or a recommendation from me. I may ask some questions to narrow down the selection of products that I will provide details on. You will then need to make your own choice about how to proceed. |
| Investment | |
| X | Advice – I will advise and make a recommendation for you after I have assessed your needs. |
| | No advice – You will not receive advice or a recommendation from me. I may ask some questions to narrow down the selection of products that I will provide details on. You will then need to make your own choice about how to proceed. |

CONFIRMATION OF WHOSE PRODUCTS I OFFER

| Insurance | |
|------------|---|
| X | We offer Life, Critical Illness, Private Medical Insurance, Income Protection Whole of Life and General Insurance products from a range of insurers. |
| X | We offer Private Medical Insurance products from a range of insurers. |
| | We offer Life, Critical Illness, Income Protection and Whole of Life products from a panel of leading insurers. Ask us for a list of insurers we offer insurance from. |
| | We offer General insurance* products from Legal & General. *If Legal & General cannot insure you for Buildings and Contents, we may use a range of other providers. |
| Investment | |
| X | Independent advice – My recommendation will be based on a comprehensive and fair analysis of the market. |
| | Restricted advice – My recommendation will be limited to suitable investment and pension products from a panel of leading investment companies. I will be happy to provide you with a list of the companies on the panel at your request. |

WHAT YOU WILL PAY FOR MY SERVICES

| Insurance | |
|--|--|
| | A fee. |
| X | No fee for Life Assurance, Critical Illness, Income Protection, Accident Sickness & Unemployment, Home Insurance, and Private Medical Insurance. We will be paid by commission from the company, that has already been included in the premium. |
| You will receive a quotation which will tell you about any other fees relating to any particular insurance policy. | |
| Investment | |
| X | Standard fees – where you wish to take advantage of our full advice process, or our ongoing service options. These are shown by way of implementation and ongoing service fees, and it is likely that no VAT is due on these fees. |

INVESTMENT FEES - STANDARD

As your adviser I will be paid by you for the advice I give you both initially and ongoing.

You will not incur any fees until we have agreed what they will be.

The sections below set out the different ways in which I can calculate the correct level of fee for the initial advice. Only one of these will apply and once I have a better understanding of your situation I will confirm the appropriate fee structure and be able to give you the actual fee amount that will apply to you.

I am not able to receive or retain any other inducements from a product provider. Should I receive any additional fee, commission, monetary or non-monetary benefit as a result of a recommendation made to you I will return this to the product provider or transfer it to you (as appropriate) and attempt to stop further payments/inducements being received.

We will act as the intermediary between the product provider(s) and you with a view to arranging the purchase of the Retail Investment Products as we have agreed.

Unless otherwise explained the fees below will cover a full advice process: understanding your current situation, objectives, attitude to risk, research to identify suitable solutions, documenting our recommendations and implementing the agreed solutions.

Fees for the design, production and implementation of a financial strategy are calculated as follows:

INITIAL FEES:

1. Percentage of Investment or Transfer amount invested

In respect of Lump Sum Investments and Single Premium Pensions

The fee is calculated according to the size of the transaction, as set out below:

When our work involves investing a lump sum of money, our typical fee is 3% of the sum invested, for example:

- £ 75,000 would be £ 2,250
- £250,000 would be £ 7,500

For larger investments the amount over £250,00 will benefit from a reduced initial fee of 2%, using £500,000 as an example:

- £250,000 would be £ 7,500
- The next £250,000 £ 5,000
- Total Initial Fee £12,500

As there is a minimum amount of work involved with even relatively small sums to be invested, the percentage is typically higher for smaller investments, such as with an ISA.

Our typical charge for an ISA investment of £20,000 or other similar size investment would be 3%, which equates to £600.

Please note initial charges are calculated and levied based upon each transaction and are not linked to previous investments.

Should you invest through regular contributions, our typical fee is 50% of the first two year's contributions.

For a regular contribution of £150 per month, this would equate to £1,800, (24 x £75).
For a regular contribution of £300 per month this would equate to £3,600, (24 x £150).

The fees outlined above are raised when the investment is made, and it is likely that no VAT is due on these fees.

If you ask us to stop work after agreeing to these fees you will be invoiced for the time spent on your case before we receive your instructions using the hourly rates detailed below.

If detailed recommendations with illustrations have not been provided and discussed with you at this point; it is likely that VAT is due on these fees.

2. Hourly Rate

Our fee may be based on the amount of time involved to undertake work at the following hourly rates:

| | |
|-----------------------|------|
| Advice | £400 |
| Para-Planning Support | £150 |
| Administration | £100 |
| Travel | £100 |

Based on our experience and the anticipated complexity of your circumstances we will give you an estimate of the cost for pieces of work in advance of starting chargeable work and will not exceed this estimate without your clear agreement. Travel time may be charged if meetings are not held in our offices.

The typical time involved to complete the advice process in our offices by a Diploma qualified adviser for a client with a single investment or to set up a pension arrangement will be:

| | |
|----------------------------|--------|
| Adviser – (6 hours) | £2,400 |
| Para planner – (5 hours) | £ 750 |
| Administration – (4 hours) | £ 400 |
| A total of | £3,500 |

For a Pension Transfer from two ceding schemes, in our offices, it will be:

| | |
|------------------------------------|--------|
| Adviser – 8 hours at a cost of | £3,200 |
| Paraplanner – 8 hours at a cost of | £1,200 |
| Administration – (6 hours) | £ 600 |
| A total of | £5,000 |

If you ask us to stop work after agreeing to these fees you will be invoiced for the time spent on your case before we received your instructions.

If detailed recommendations with illustrations have not been provided and discussed with you at this point; it is likely that VAT is due on these fees.

3. Fixed Rates

We offer a range of advice services at fixed rates, set after an initial consultation.

Full details of all fixed price services available will be provided on request, as an example:

A Full Financial Review £4,000

A fully documented review of your assets and liabilities and net worth; current and projected income and expenses (e.g. projected into retirement); insurance policies, retirement provision and other investments, including an analysis of current product and fund features and estimated inheritance tax liabilities with generic recommendations to meet your broad financial objectives.

If no further work is undertaken leading to an actual investment; it is likely that VAT is due on these fees.

Fees calculated using an hourly or fixed rate may be paid directly or be converted to a % of a subsequent investment, facilitated by the Product Provider.

Minimum Fees & VAT

The fees outlined above are raised when the investment is made and will NOT be subject to VAT.

Any variation to this amount will be confirmed in writing to you before proceeding further. This may be for example for larger or more complex loans, or where your personal situation is more complex regarding income sources, taxation, residence and credit rating.

If you ask us to stop work after agreeing to these fees you will be invoiced a proportion of the agreed fee depending on when you ask us to stop working:

- After agreeing the fees, but before we do any work = 0% of agreed fees
- After we have started researching your current arrangements and/or solutions, but before designing a solution = 25% of agreed fees
- After we have started designing a solution, but before we present our recommendation = 50% of agreed fees
- After we have presented our recommendation, but before we start implementation = 75% of agreed fees
- After starting the implementation process = 100% of agreed fees

If detailed recommendations with illustrations have not been provided and discussed with you at this point; it is likely that VAT is due on these fees.

Existing client discount:

We are committed to treating clients fairly. Our research has shown that the time it takes to work with a new client is longer than an existing client, mainly related to getting to know them to advise them comprehensively. To reflect that and to reward the loyalty of our existing clients, we offer the following:

Discounts on implementation fees and the removal of minimum fee levels for implementation fees.

An existing client is defined as a client who has affected a plan where we had received ongoing income in the previous 12 months.

Family member discount:

Retaining your wealth and ensuring it is passed on as ethically as possible to the right people at the right time is key for all our clients. To help facilitate that it is beneficial to know as much about your family unit that is appropriate to your circumstances so that we can help at that critical time. To assist with this, we also offer discounts on implementation fees for family members and the removal of minimum fee levels for implementation fees for family members. A family member includes a person's parents, spouses, siblings, children, grandparents and grandchildren, whether connected by birth, adoption, guardianship, marriage, civil partnership or cohabitation.

Implementing Investment Solutions

As with most investments there is a risk of loss, especially in the short-term (over periods of less than five years). If you need access to your money in the very short-term, then holding it in a risk-free bank account could be the right course of action. We will discuss these options with you, as well as providing a detailed Advice Report for you to read in your own time, before we implement our recommendations. This will help ensure you understand the advice you have been given. Of course, if you have any questions, we will be happy to help. You are not obliged to implement any of our recommendations. However, we may still charge a fee for our advice.

When we arrange an investment for you it will typically be made into a collective investment fund. These funds have a range of different investment strategies, so we will recommend one that aligns with your attitude to risk and the period of time you wish to invest for.

These funds will typically be bought via an investment platform that we recommend for you. Once we have completed the advice process the investment will be made for you in a timely manner, and in accordance with our Best Execution Policy. For example, for the majority of collective investments, they will be bought or sold at the next Valuation Point (typically 12.00 Midday) the next business day, after the instruction has been received by the platform.

Once we have agreed on an appropriate solution, we will provide you with full details of the investment fund, platform, and all associated costs.

ONGOING SERVICES & FEES

Set out below are the detailed elements for the indicative levels of ongoing service that we deliver to our clients. You can if you wish to, add or enhance levels of service with your adviser if you feel appropriate. Our fees for these services can be seen below:

| | |
|--|--|
| <p>Wealth Management High Touch Service</p> | <p>Where client's portfolios grow in terms of value, and potentially complexity, these need to be managed and reviewed appropriately. Building on our annual review services, this offering has more frequent reviews and opportunities to ensure clients are kept informed of performance, and plans maintained in line with client's circumstances and objectives. This may well include consultations with other specialist advisers.</p> |
| <p>Financial Planning Standard Touch Service</p> | <p>A comprehensive service aimed at initial analysis, recommendation and implementation in line with a client's immediate needs. With ongoing review and recommendation, this is a service to adapt to a client's changing needs and circumstances.</p> |

At a review, we will typically cover:

- Assessment of personal circumstances
- Review of your goals & objectives
- Reassessment of your attitude to investment risk/return & market sectors (asset allocation)
- Review of investment performance & holdings
- Valuations & investment commentary
- Where appropriate, recommendations in order to keep your new / existing* plans in line with your objectives

*Advice on new investments/savings will be subject to our 'initial fees' as shown under our 'Investment Fees - Standard' section earlier.

Service will include recommending changes to existing investments to help meet your goals at an acceptable level of investment risk, providing fund analysis and valuations and a wide range of associated ad hoc services.

All service levels include a review, it is simply the style and frequency that alters as shown below:

| ON GOING SERVICE OFFERING | Wealth Management | Financial Planning |
|---|--------------------------|---------------------------|
| Keeping you informed with pertinent and relevant information | YES | YES |
| Annual valuation of plans invested via us | YES | YES |
| Telephone and email access to your adviser included | YES | YES |
| Financial Review – ideally annually, completed over the phone, via Skype or face to face | YES | YES |
| Retention of our ongoing services | YES | YES |
| Objective Review – an additional meeting to discuss a particular issue/s | YES | NO |
| Support from staff qualified to 'Chartered' status | YES | NO |
| Liaising with your other professional advisers i.e. legal, accountancy without extra charge | YES | NO |
| Annual Service Charge | 0.75% | 1.00% |
| Minimum fees that may apply | £10,000 | £2,000 |

Please note that as the fee is based the investment value, the actual amount we received will increase (or decrease) in proportion to any increase (or decrease) in the value of your portfolio.

Examples of Ongoing Fees

If we look after you via our Wealth Management service as detailed above and your investments are valued at £2,000,000, our charge is 0.75%. Therefore, the annual payment to us will be £15,000.

If we look after you via our Financial Planning service as detailed above and your investments are valued at £200,000, our fee is 1.00%. Therefore, the annual payment to us will be £2,000.

The elements that make up your ongoing servicing package are subject to alteration; I will notify you in advance and in writing if any of these aspects change.

Impact of Fees

When you make an investment, there will be costs involved which will impact on your investment returns. These costs will typically comprise of the platform charge, the fund managers charge and our advice fee. As a typical example these charges may amount to 2.5% a year, so your investment return will be reduced by this amount each year. Your personalised illustration will clearly show the actual costs that will apply to your investment.

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 or any financial advice you have received from your Adviser, please contact us:

In writing:

Quilter Financial Planning Complaints Department
Riverside House
The Waterfront
Newcastle upon Tyne
NE15 8NY

Email: QFPcomplaints@quilter.com
Tel: 0191 241 0700

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 / www.financial-ombudsman.org.uk

You should note that if your Buy-to-Let Mortgage is not regulated by the FCA, you will NOT be entitled to refer the complaint to the Financial Ombudsman Service.

This is the current process. Should it change we will notify you the next time we meet by issuing you with an updated version of this document. If however, you want to have the updated version sooner you can request them at any time and I will provide you with the updated compensation process.

Our Regulator - The Financial Conduct Authority

We are an Appointed Representative of Quilter Financial Planning Solutions Limited. Quilter Financial Planning Solutions Limited is authorised and regulated by the Financial Conduct Authority in the UK with Financial Services. Registered Office: Riverside House, The Waterfront, Newcastle upon Tyne. NE15 8NY

The permitted business of Quilter Financial Planning Solutions Limited is advising on and arranging pensions, investments, mortgages, life assurance and general insurance.

You can check this on the FCA's Register by visiting the FCA's website <https://register.fca.org.uk/s/> or by contacting the FCA on 0300 500 8082.

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

Client Classification Levels for Your Protection

The FCA has rules which affect the rights you have as a customer. In our dealings with you we will be representing you as the customer, rather than acting on behalf of an insurer.

We classify all our individual customers as 'retail' customers. The range of financial products and investments we recommend are tailored to meet the needs of retail customers. You will have rights under the Financial Ombudsman Service (FOS) and the Financial Services Compensation Scheme (FSCS). These rights will apply to the provision of the advice we provide.

In most cases these rights will also apply to the products we recommend. However, there are some exemptions for specialist products such as Enterprise Investment Schemes and Venture Capital Trusts. Your adviser will let you know if the product recommended will not have rights under the FOS or FSCS.

There are other classifications of customer that don't have these rights. These are "professional" customers and "eligible counterparties".

You have the right to be classified as a professional client and revoke this status on request. Should you feel you have the skills knowledge and experience to be a Professional client and don't wish to have the same protection afforded to retail clients, please let me know and we will complete the forms necessary to reclassify you.

If you have any questions regarding your classification (e.g. if you are a large company), please write to Quilter Financial Planning Limited Compliance Department, Wiltshire Court, Farnsby Street, Swindon. SN1 5AH or to the Financial Ombudsman Service and FSCS.

Client Money Peace of Mind

We do not handle Client Money. We never handle cash and will only accept a cheque made out to us in settlement of Advice and Service fees. Our preferred method of payment is via bank transfer.

Your Duty of Disclosure

Any financial advice we provide will be based on your personal financial circumstances and objectives. It is important that the information you give us is both accurate and a true reflection of your current circumstances.

It is your responsibility to provide complete and accurate information to a provider (a provider being for example, an organisation that provides insurance, mortgage, or investment related plans).

It is important that all statements made on any proposal form, or on any additional documentation are full and accurate.

Please be aware that if you fail to disclose any relevant information, or any change of circumstances to a provider, then the terms of your desired plan may be invalidated (e.g. an insurance claim may not be paid). We strongly recommend that the information you provide is checked thoroughly prior to submission.

Investment Advice and Recommendations Scope

Any investment advice your adviser provides will be based on your personal financial circumstances and objectives. We will confirm these and the reasons for any recommendation in an Advice Report.

If you have asked for any restrictions on the types of investment or the markets you wish to invest in, these will be confirmed in the Advice Report. We will always make it clear when products are not within the 'regulated' scope and advise you of your rights.

Paying for Advised Services

Where payments are facilitated through a product, this will impact the actual amount remaining invested. Payment of the Initial Advice and Ongoing Service fees facilitated by the relevant Product Providers or Platform administrators will be as a percentage of contributions invested or of the value of the plan's value/funds under management as at the anniversary of the initial investment. As such, the cash equivalent amount will vary depending on the value at the time.

Providers/Platform administrators will detail the specific process they operate to facilitate a fee in their literature. If you opt to pay the Adviser Charge directly (not through a product) an invoice will also be provided, which must be settled within 14 days of issue (we reserve the right to charge interest on late payments at a rate of 3% above Bank base rate).

Full details of the final Advice will be provided in the Advice Report. Full details of the any future Service fee will be provided either in the Advice Report or 'Authority to Proceed' document prepared for you by your Adviser. You may also be asked to sign and return a copy of the Authority to Proceed document to confirm your understanding and acceptance of the arrangements.

Cancellation / Termination of Authority

The Ongoing Service fee or our authority to act on your behalf can be cancelled at any time without any penalty by email or post using contact details provided. These methods ensure we have an audit trail for your instruction. You will be responsible for cancelling any instructions from your bank. If the fee is being taken from your investments we will endeavour to instruct the Provider, Platform or DFM to stop the fee within 5 working days of receiving your instructions and refund any over payment if we are unable to meet this commitment.

You may ask us for an updated estimate of your advice fee at any time and you may ask us not to exceed a given amount without checking with you first.

Investment Advice Refunds

Our standard policy is that in circumstances where this agreement is terminated, a recommendation is not followed through to implementation, or a product arranged is cancelled at any time, no refunds will be given, and all work undertaken will be billable and due. Please note that this does not affect your statutory rights or ability to complain.

If you cancel your investment(s) in the cooling off period or stop regular contribution payments the fee will no longer be due unless a minimum fee is stated in this Terms of Business and your Adviser Charging Agreement/Authority to Proceed.

Language

Unless agreed by us at outset all communication will be completed in English. We will communicate in a manner that is convenient to you, this could include Face-to-Face meetings, Post, E-mail and by telephone.

Location of Advice

All advice will be conducted in the UK. We do not have permissions to give advice when either you or I are located in any overseas location.

Timing of Reports

Financial Planning: I will send you an Advice Report setting out the reasons for my recommendation at the time of my recommendation and where applicable before implementing any advice that I have recommended.

Protection Advice: I will send you a Demands and Needs statement setting out the reasons for my recommendation, before the policy starts. If I am advising you by telephone, and the policy starts on the same day the Demands and Needs statement will be sent by the end of the next working day.

If you would like this in an alternative format e.g. Braille, Moon, Clear and Large Print, Audio documents (CD, MP3 or Wav file) or any other languages please let me know.

VAT

The service we provide is described as an 'intermediation' service. This means we provide advice with the intention of acting between you and a product provider to arrange a financial product or service. If we did not do this, we would be liable for VAT on the fees charged. VAT is not applicable on the fees we charge for intermediation services. In arranging the sale of retail financial products an adviser fee made for advice, even if you decide not to proceed with the purchase of the recommended product, will remain VAT free where the adviser has provided you with full advice services up to that point, including all relevant documentation.

The adviser fee made for an ongoing service is also VAT free provided it is in respect of an intermediation service. This means activities such as topping up an investment or utilising available investment tax allowances, such as the ISA allowance. In the event that the advice services we provide become ancillary to our intermediation services, VAT may become chargeable (e.g. we review your entire financial circumstances but make no or limited recommendations).

Should this change in the future, and where VAT becomes due, we will notify you before conducting any further work. In any case, where VAT is payable on our services it will be charged in addition to the agreed fee.

However, where a Discretionary Fund Manager (DFM) forms part of a solution, then VAT may become chargeable.

Declaration of Other Interests

Quilter Financial Planning has a number of payment arrangements with various product providers to facilitate adviser learning and enhance the outcomes for our customers. Further details are available on request.

To ensure that customer interests are always put first, we operate a robust Conflict of Interest and Inducements Policy. If a potential conflict of interest does arise it will be actively managed, and we have arrangements in place to ensure that all our clients are treated fairly. If we feel that our interest conflicts with yours, you will be contacted and we will obtain your consent to proceed. Our conflict of interest policy is available on request.

Our Loans and Ownership

Quilter Financial Planning Limited owns 100% of the issued share capital of Quilter Financial Planning Solutions Limited. Quilter plc- owns 100% of the issued share capital of Old Mutual Wealth Holdings Limited, which in turn owns 100% of the issued share capital of Quilter Financial Planning Limited.

Quilter Financial Planning Solutions Limited is part of the Quilter Group. The Quilter Group of companies offers a range of pension, protection and investment solutions through both a UK and International platform. This may give rise to a potential conflict of interest where a company within Quilter Group has a suitable solution for your needs. If such a situation occurs, I will ensure that my recommendation is the best execution of your needs. I will also highlight the potential conflict of interest at the time of making the recommendation.

Addressing Financial Crime

All transactions relating to the services provided by us are covered by The Money Laundering, Terrorist Financing and Transfer of Funds Regulations 2017. The FCA also requires that we have appropriate measures in place to prevent the furtherance of financial crime.

Our responsibilities include but are not limited to verifying the identity and address of our clients and any third party making payments on their behalf. If required, you must supply proof of your identity in accordance of the above Regulations. Identity verification checks may include electronic searches of the electoral roll and the use of credit reference agencies, which will result in a soft 'foot-print' on your credit records.

This foot-print is not visible to other financial service providers and does not affect your credit rating in any way. In accordance with the Data Protection Act 2018 acceptance of these terms and conditions represents your permission for us to access this information.

Financial Services Compensation Scheme (FSCS) Current limits

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, i.e. it differs for investments, insurance, mortgages and bank accounts.

- Insurance: Insurance advising and arranging is covered without any upper limit.
- Mortgages: Mortgage advising and arranging is covered up to a limit of £85,000.
- Investment: Most types of investment business are covered up to a limit of £85,000.
- Deposits: Bank Type Deposits are covered up to a limit of £85,000 per institution.
- Structured Deposits: Structured deposit advising and arranging is covered up to £85,000
- General Insurance: General insurance advising and arranging is covered up to 90% of the claim with no upper limit. Compulsory Insurance is covered without any upper limit.

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

The Law that we operate under

All of our agreements provided are governed and construed in accordance with the laws of England and Wales. In relation to any dispute, for your protection you agree to submit to the non-exclusive jurisdiction of the English courts.

The Data Protection Act 2018

The personal information you provide will assist your financial adviser in offering you the best advice as required by the Financial Services and Markets Act 2000. The personal data you provide will be used and stored in accordance with the Data Protection Act 2018 which incorporates the requirements of the General Data Protection Regulation (GDPR) into UK legislation. Before collecting any data from you, you will be issued with a Privacy Notice Document and will be asked to agree to the collecting, storing and use of your Special Category Data.

-End-