Miller James Financial Planning Ltd

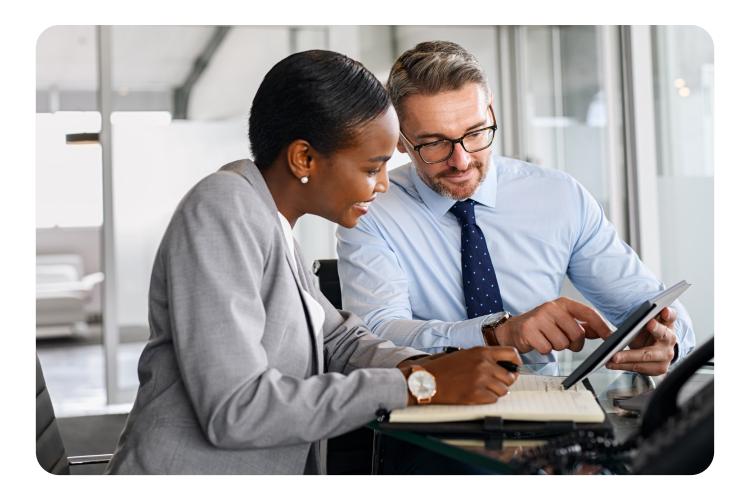


Personal Client Agreement



## Contents

- 1 Miller James Financial Planning Limited
- 2 About Our Services
- 4 Our Financial Advice Process
- 6 What Will You Have To Pay Us For Our Services



" To provide professional financial advice which protects and enhances our clients' assets and builds long-term relationships based on trust, mutual respect and integrity."

Should you require this document in large print, please contact your adviser or telephone: 0113 302 1360

## Miller James Financial Planning Limited

## Purpose Of This Document

This document sets out the basis on which we will conduct business with you on your behalf. It is an important document and we would ask you to read it carefully and if you are unsure of any of its terms please ask. This document has been designed to be given to consumers considering buying certain financial products or seeking financial advice. It explains the service being offered and how you will pay for it.

The latest version of this document is available to download from our website or please ask us for a copy which we will be happy to supply.

### Who We Are

Miller James Financial Planning Limited is an appointed representative of 2plan wealth management Ltd.

The Miller James Financial Planning team is led by Jonathan Miller, a Chartered Financial Planner and Fellow of the Personal Finance Society, who is backed by expert technical and administrative support, all geared towards providing exceptional service to both private and corporate clients.

Our core values and principles are at the heart of our business. We build long-standing relationships with clients and appreciate the importance of each client's individual challenges and aspirations.

We combine superior technical knowledge, experience and industry awareness when producing a financial planning strategy specifically tailored to each client.

## What We Do

Our primary focus is on the provision of wealth management services for private investors and corporate clients throughout the UK.

The range of services covers all aspects of pensions, investments, insurance and mortgage business.

The business model centres on highly structured technology-based processes. This enables us to deliver a highly streamlined cost-efficient service proposition for all our clients.

As a client you may be offered access to our Client Access Portal website. This provides a secure communication facility to allow you to receive documents and messages from your adviser, reply to any correspondence along with viewing valuations for certain policies.

We also publish newsletters and key documents to keep you informed.

## What Can You Expect As A Client?

- Professional and personal advice from a qualified adviser
- Support from one of the UK's leading financial advisory firms, regulated by the Financial Conduct Authority (FCA)
- Access to our unique wealth management process
- We will provide transparent costs and charges
- Security and safety with an embedded commitment to regulatory and professional standards throughout.

## What We Stand For

We act solely on behalf of our clients and always have their best interests at heart.

Professional financial planning does however, come at a cost in much the same way as obtaining professional legal or accountancy advice.

As Warren Buffett said: "Price is what you pay - Value is what you get"

## Our Commitment To You

The "client experience" is paramount and all our advisers pride themselves in building lasting professional client relationships.

We aim to ensure that all our clients will always view Miller James Financial Planning Limited as their trusted adviser.

We take the time to ensure that all our product recommendations and services that we provide deliver the best possible outcomes for all our clients.

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



## About Our Services

### **Financial Advice**

The FCA categorises financial advisers into distinct groups – Independent or Restricted. These are explained below:

Independent Advice: Independent Financial Advisers must assess a sufficient range of relevant products available on the market. These products are selected from a diverse number of product providers with regards to their type to ensure that your investment objectives can be suitably met.

Restricted Advice: Restricted Advisers will provide advice on products from a limited range of carefully selected companies.

We are a firm of Independent Financial Advisers and will conduct a fair and unbiased analysis of the market in relation to your personal needs.

## Whose Products & Services Do We Offer?

### Investments and Pensions

We offer products from a diverse range of product providers for investment and pensions. This includes retail financial products such as Individual Savings Accounts and Personal Pension Plans.

We will advise and make recommendations for you after we have assessed your needs. This recommendation will be based on a fair analysis of the market.

You are advised that because the value of investments can fall as well as rise, you may not get back the full amount invested. Past performance is not a guide to future performance. Any other risks associated with any product we may recommend to you will be explained within the documentation provided to you as part of our financial advice process.

### Non-investment Insurance

We are insurance intermediaries representing you, not an insurer. We offer products from a range of insurers on the basis of a fair and personal analysis of the market, for life assurance, critical illness, income protection, private mediate and household insurances. We will advise and provide you with a personal recommendation after we have assessed your insurance needs and arrange the recommended policy with the insurer on your behalf.

You have the option of paying for this service as a fee, or alternatively, we can be paid by a commission from the recommended insurer which is a percentage of your total annual premium.

It is your duty to disclose any relevant and requested details regarding your personal circumstances to the recommended insurance provider, both before the insurance contract commences and throughout the duration of the contract. Failure to do so could mean that the insurance is invalidated or any claims will be refused.

## **Client Classification**

2plan wealth management will classify you as a retail client for investment business and as a consumer for non-investment insurance business which means you are afforded all protections under the rules of the Financial Conduct Authority (FCA).

Should you wish to be classified differently for investment business, please discuss this with your adviser. Your adviser will inform you should your circumstances dictate that we would need to classify you differently for non-investment insurance business.

Please note that should you wish to be considered as a different classification of client for investment business, such as a professional client or eligible counterparty you must inform us in writing. This will not affect your rights and you will still have access to the relevant protections in force for all clients.

For more information on client classification please visit our website: 2plan.com.

Any other risks associated with any product we may recommend to you will be explained within the documentation provided to you as part of the advice process.



## What To Do If You Have A Complaint

We have a complaint handling process and this can be located on our website or provided to you separately, please ask us for a copy which we will be happy to supply.

If you wish to register a complaint, please write to 2plan wealth management Ltd, 3rd Floor, Bridgewater Place, Water Lane, Leeds, LS11 5BZ or telephone 0113 302 1360 or email us at admin@2plan.com

You may also be able to refer your complaint to the Financial Ombudsman Service. Their contact details are: The Financial Ombudsman Service, Exchange Tower London E14 9SR 0800 023 4567 financial-ombudsman.org.uk

## Who Owns 2plan Group Ltd?

2plan Group Ltd is a wholly owned subsidiary of Openwork Holdings Ltd.

## Omnis Investments Limited

Some of the investment products we offer have access to funds provided by Omnis. This includes the Omnis Managed Portfolio Service (OMPS) provided by Omnis which utilises the Omnis funds. Omnis is a company within the Openwork Group controlled by Openwork Holdings Limited.

As the Authorised Corporate Director of the funds, Omnis is paid an annual management charge from the funds. This is not an additional cost to you but is paid out of the Ongoing Charges Figure disclosed in the Key Investor Information Document.

Whilst we can assess products and funds from the whole market, we are also able to include funds from Omnis and risk-rated model portfolios actively managed by Omnis.

## Who Regulates Us?

2plan wealth management is authorised and regulated by the Financial Conduct Authority.

It is entered on the Financial Services Register under reference number 461598. You can check this by visiting the FCA website (www.fca.org.uk/ register) or by contacting the FCA on 0800 111 6768.

Our permitted business is advising on, and arranging pensions, investments, protection, mortgages and noninvestment insurance contracts.

## 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.

In the unlikely event that your provider is unable to pay claims because it has stopped trading, you may be able to claim from the FSCS.

You can find out more by visiting www.fscs.org.uk

## Methods Of Communication

Unless you advise us otherwise, we will communicate with you via one or more of the following methods: face to face, email, secure website, SMS, telephone and letter.

We will communicate with you at all times in the English language. All documents provided and written by Miller James Financial Planning Limited as well as other documents we leave with you from relevant third parties will be written in the English language. Calls may be monitored and recorded for record-keeping, training and qualityassurance purposes.

## Best Execution

It is our policy to transact your business in order to achieve the best possible results for you in terms of the nature and price of the products selected, transaction charges, administration and service excellence when transmitting orders to other entities for execution. For the investment products that we arrange, the price paid will always be stated by the product provider and disclosed to you.

Further details of this policy can be found on our website or provided to you separately, please ask us for a copy which we will be happy to supply.

## Professional Indemnity Insurance

2plan wealth management shall at all times maintain professional indemnity insurance to at least the minimum level specified by the FCA.

## Vulnerable Clients

We understand that from time to time our clients may find themselves dealing with circumstances which could mean they are potentially vulnerable. For example, a change in health, caring for a family member or coping with the loss of a loved one. There are many different types of vulnerability and what makes one person vulnerable might not affect someone else.

When we are vulnerable, our need for financial advice may change. However, admitting vulnerability or seeking help can sometimes feel hard.

If this is something you would like to discuss with your adviser please ask for a copy of our Vulnerable Client Guide. This guide is designed to help explain vulnerability and the ways in which we might be able to support you. If you feel any of the circumstances in the brochure apply to you, please talk to us.

## Our Financial Advice Process

#### If you choose to engage our services, the options are as follows;

#### **One-Off Advice**

Our initial advice will be appropriate for you based on your requirements and circumstances at that time. We will not ensure that any initial advice is still suitable for you at a later date unless you specifically ask us to do so: you can ask us to do this at any time but there may be an additional fee.

#### Ongoing Service

In addition to any initial advice or if you instruct us to look after your existing investments, you can ask us to undertake further work on an ongoing basis. This is an optional service and details of any ongoing services we offer are set out opposite. You will be charged for this service and this will be agreed with your adviser.

### The following provides more information about each stage of the process:

STEP 2

### STEP 1

### Consultation

- Introduction
- Agree remuneration method
- Information gathering
- Identify goals and objectives
- Create a financial plan

### Advice

- Assess objectives
- Review existing plans
- Research
- Devise investment strategy
- Select product(s)
- Recommendation
- Suitability Report

### Implementation

STEP 3

- Apply to product provider
- Complete documentation
- Process applications
- Policy documentation

### STEP 4

### **Ongoing Service**

- Assess continued suitability of advice
- Complete new investment risk questionnaire
- Provide review report
- Ongoing access to your adviser

## Consultation

Your adviser will first introduce themselves and provide information about 2plan wealth management, how we would like to work with you, the services we can provide and the cost of these services.

We will discuss your financial objectives and goals. We will need to understand your financial planning priorities and timelines for achieving them.

Where we are considering your investment needs we will assess your attitude to investment risk and capacity for loss, this will help us to understand how much risk you are willing to take with your capital.

In order to do this we will ask you to complete our investment risk questionnaire consisting of a variety of questions, which is the first step in the process of establishing your personal risk profile. In conjunction with your adviser, this will enable you to ascertain the nature of the investment strategy to follow to meet your financial objectives.

Throughout the fact-finding process we will gather personal and financial information from you so we can formulate our recommendations and advice. This will include details about your current financial plans, policies and any commitments.

We cannot guarantee that we can meet all your financial objectives and goals but we can work with you to help you achieve them.

As part of this stage, we may produce a financial plan to establish your short-term and long-term financial goals. This report will clarify the actions required to achieve your various goals and focus attention on important immediate steps, such as reducing debt, examining expenditure or ensuring liabilities can be met in the event of death or illness. Your adviser may charge a fee for this plan and will make this clear before commencing any work. You will receive a written copy of the plan for you to read and understand.

A key part of the Financial Advice Process is deciding what services you would like and to agree how you would like to pay for them. We will not make a charge for work completed without your prior agreement.

Please ensure you are clear with us on the services you want and how you will pay for them before we proceed with any work that may incur a charge for you. You can agree with us that we should not exceed a specific budget limit without first consulting with you and receiving your written commitment to proceed further.

#### We will not proceed to Step 2 until we fully understand your personal and financial situation, have established your objectives and agreed the remuneration basis.

Only by assessing your information and attitude to risk is your adviser able to confirm the suitability of any investment products you currently hold or that may be recommended to you. The responsibility for carrying out these assessments remains with your financial adviser and applies to all investment based recommendations when advising you to sell, buy or hold.

If we are unable to obtain the necessary information from you to assess suitability then we will be unable to make any recommendations to you and we will inform you of this.

## Advice

Once the Consultation stage has been completed, your adviser will then be able to provide financial advice and where appropriate begin the process of selecting the investment, products and providers most suitable for your circumstances.

We will base our research on providers and products across the whole of the market.

There are many products and investment styles available. As part of the Advice stage, your adviser will assess your objectives, review any existing plans you have in place, conduct research and based on your attitude to risk, devise an investment strategy in order to recommend the most suitable solution tailored to you. This is a time consuming process but it is a vital and important step in considering options available to meet your financial objectives. As part of this stage, we will fully explain the advice and any associated products to you. This will include the nature, features, costs and risks of these investments. We will also confirm how these investments meet your investment risk profile.

Should your adviser recommend that you move from one particular financial product to another, your adviser will assess the costs and benefits of this and inform you to ensure that the benefits of moving outweigh the costs where appropriate.

Although we can provide advice on all areas of financial planning, you will be given the opportunity to prioritise your own financial planning objectives.

If we agree to review a specific area of planning, we will only provide focused advice tailored to your needs at that point. If we provide focused advice, we will not consider any other area of financial planning. We can only advise on the areas you have asked us to address.

On this basis our advice may have been different if we had conducted a full review or considered other areas of financial planning at the same time.

At this stage there may be a charge incurred for the work carried out and these charges are covered later in this document.

We will issue you with a document which explains why we have concluded that the advice and recommendations provided are suitable for you, this is referred to as a suitability report.

This report will be provided for you to read and understand before any implementations are made. We will ask you to confirm that you have read and understood the recommendations before moving to Step 3.

## Implementation

The Implementation stage will put in place the recommendations agreed with you on the area or areas of advice identified to meet your needs and objectives. This may also include any broader or more complex planning such as trust work or estate planning.

## **Ongoing Service**

We aim to build long-lasting trusted business relationships with all of our clients. This involves recommendations being clearly explained to you with an ongoing service process being put in place to review your plans to ensure that they remain appropriate to your ongoing needs. This is an evolving financial plan and an essential part of continually reviewing your arrangements to ensure that they continue to match the goals and objectives which you have at any given period throughout your financial planning lifetime.

However, this is an optional service and we will not automatically provide this to you. You will need to confirm whether you want this service, how you will pay for it and complete the client consent form at the end of this document.

As part of the ongoing service a meeting will take place at an agreed frequency, at least annually. We will assist you in the completion of the relevant application(s) and any additional information required for submission to the product provider. It is vitally important that you check all of the information you have provided is correct before you sign any documents.

As part of this service we will:

- Reassess your financial situation at that time
- Complete a new investment risk questionnaire
- Define your attitude to risk
- Appraise your existing investments to ensure alignment with your attitude to risk
- Consider your financial objectives and goals
- Discuss the investment performance
- Ensure the continued suitability of your current investments
- Identify any further financial objectives
- Issue a review report

By agreeing to ongoing service, this will ensure we are able to maintain up-to-date information about you.

If at some point in the future the financial plans you have in place no longer match your objectives, for example a change of investment fund is required or your investment portfolio needs realigning with your risk profit, or indeed there are new financial objectives to achieve, your adviser will recommence the Financial Advice Process and provide new recommendations. We will then monitor the processing of your application(s) through to policy issue and ensure you finally receive the related policy documentation.

At this stage there may be a charge incurred for the work carried out and these charges are covered later in the document.

If any further charges are to apply these will be confirmed before any work is undertaken.

By appointing an adviser, it is your intention to implement any changes, subject to your final approval through your adviser.

In addition you will be able to contact your adviser should you have any queries between meetings, as well as being offered the facility to activate your own personal secure 2plan wealth management Client Access Portal website. Here you can view your investment portfolio and where available, obtain real-time online valuations.

Should there be any changes to your personal or financial circumstances, please inform us as soon as possible.

For certain investment related products, the recommended product provider will issue you with an annual statement confirming the total amount of fees and charges that you will have paid over the previous year. This will be regardless of whether you have opted for our ongoing service or not. If you have opted to receive ongoing service, our fees facilitated by the provider will also be included.

## What Will You Have To Pay Us For Our Services?

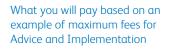
### Menu Of Payment Options

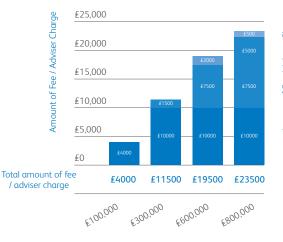
For the provision of our professional wealth management and advice services, you can choose how you want to pay for these services from a given menu of options which can be tailored to suit your needs. Prior to commencing any aspect of our work we need to agree with you the services you would like us to deliver and how you will pay for them. No charge will be made until it has been agreed with you. The payment options available to you vary according to the different product types. Where you receive advice with regard to an investment or pension product we will agree a fee, commonly known as an adviser charge. Alternatively for a protection product, we can either be paid a commission from the product provider or agree a fee. We will tell you if you have to pay VAT and if payable you will be sent an invoice on completion of the work done for any charges due.

The table below provides details of the maximum advice charges that could apply. It is our aim to offer a fair charging structure to all our clients and your adviser will discuss this with you in detail based on your advice needs and personal circumstances.

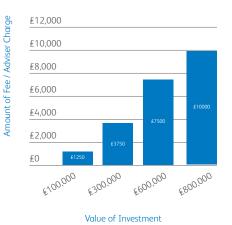
| Your Adviser Charge<br>Options             | STEP 1<br>Consultation  | STEP 2<br>Advice  |  | STEP 3<br>Implementation | STEP 4<br>Ongoing Service  |
|--|---|---|--|--------------------------|--|
| A percentage (%) of<br>the amount invested | Not applicable.   | Amount of<br>Investment<br>£0 > £250,000<br>£250,001 > £500,000<br>£750,001 > £1m<br>Over £1m*<br>Overall Maximum<br>Charge<br>*The above assumes the | Maximum<br>Percentage in each<br>threshold<br>4%<br>3%<br>2%<br>1%<br>0%<br>e maximum charge has | £7500<br>£5000<br>£2500  | We will charge you a<br>percentage of your total<br>funds under management.<br>This will be up to maximum<br>of 1.25% per annum.<br>These fees can be paid to<br>us by you or will be<br>deducted from your<br>investment by the product<br>provider and paid to 2plan<br>wealth management. |
| Hourly Rate                                | For wealth advice, we c   | harge up to £550 per hou  | r / up to ₤175 for admin   | istration.               |  |
|  | payment investment in<br>Inheritance Tax solutic<br>depending on your per | nto an Individual Savings<br>in recommendation could<br>isonal circumstances.<br>th a bespoke estimate of   | Account will typically tak<br>I take up to 20 hours. The   |                          | nplementation whereas an<br>e advice areas will also vary  |
| Fixed charge (£)                           | We will confirm the fee   | amount once we have so  | coped the task and amou  | unt of work required.    |  |

Should you decide to cancel or terminate this agreement part way through an agreed step, we may charge you for work undertaken.





What you will pay based on an example of maximum annual fees for Ongoing Service



In respect of Ongoing Service we will confirm whether the charge will commence immediately or after a specified month. If paying a percentage of funds under management, it will usually be paid monthly on the basis of 1/12th of the amount payable. Note: This amount will increase or decrease dependent on the underlying performance of the funds. For example if £100,000 is invested and an adviser charge of 1.25% has been agreed, if the fund grows to £110,000, then £1,375 will be payable. If the fund falls to £95,000 then £1187.50 will be payable.

The Amount Invested

## Settling Your Adviser Charge

### Options For Paying By Fee Or Adviser Charge

- 1 At the completion of each step the agreed payment will become due, and at termination of this agreement, a payment in respect of a partially completed step may become due. You can pay a fee directly to 2plan wealth management either by BACS/electronic banking, cheque or Direct Debit. We will supply you with details of 2plan wealth management's bank account upon request. If payment is made by cheque a receipt will always be provided unless VAT is chargeable in which case an invoice will be issued instead. We only accept cheques made payable to 2plan wealth management. If payable via a Direct Debit, you will receive advanced notification of any payments due in line with the Direct Debit Guarantee.
- 2 Alternatively, in some circumstances, the charge can be paid via the product provider. This way you still pay a fee but instead of paying 2plan wealth management directly, the fee you pay is deducted from your investment (see example opposite, which assumes a 4% Advice and Implementation fee based on a gross investment of  $\pounds100,000$ ). Remember that by asking us to take our charges from your plan, not only are you effectively reducing the value of your investment today but also reducing any future growth. For your additional security we do not handle your money in respect of premiums payable to product providers or insurance companies. In this case, we never accept a cheque made payable to 2plan wealth management. They should always be paid direct to the provider.

You should never make cheques payable directly to your adviser or pay any fees in cash.

### Paying By Installments Through Your Recommended Product (Regular Premium Business Only)

If you buy a financial product, you can choose to have your adviser charge deducted from the product through installments. Although you pay nothing to us up front, that does not mean that our service is free. You still pay us through deduction from the amount you pay into the product. These deductions will pay towards settling the adviser charge. These deductions will reduce the amount left for investment.

Based on a monthly premium plan, typically, if you choose to pay by installments over a 12-month period, these installments will be deducted from the premium you pay each month and will be allocated to settling the adviser charge. For example, if the total cost for advice is  $\pounds$ 1,000 payable over the first 12 months and the recommendation is to pay  $\pounds$ 350 per month into an Individual Savings Account then the effect of the charges is as follows:

| Month                        | Monthly contribution | Advice fee deducted | Actual amount avail-<br>able for investment |
|------------------------------|----------------------|---------------------|---|
| 1-12 (inclusive)             | £350                 | £83.33              | £266.67                                     |
| Total at the end of year one | £4,200               | £1,000              | £3,200                                      |

### Facilitation Of Adviser Charge Via Your Product Provider

| Client gross investment |          |
|-------------------------|----------|
| (Investment and Fee)    | £100,000 |
|                         |          |
| Funds received by       |          |
| the Product Provider    | £100,000 |
|                         |          |
| Fee payment deducted    |          |
| by Product Provider     |          |
| and paid to 2plan       |          |
| wealth management       | £4,000   |
| Client net investment   | 505 000  |
| Client net investment   | £96,000  |

### Keeping Up Your Payments

If you fail to keep up your installment payments before the adviser charge has been paid then we will ask you to pay the amount that is outstanding. If the recommended product is cancelled before any installments have been paid, then we will ask you for the full amount of the agreed adviser charge to be paid.

### Paying By Commission (Non-Investment Insurance only)

If you buy a non-investment insurance product, we will normally receive commission from the product provider. Although you pay nothing to us up front, this does not mean our service is free. You still pay us indirectly through product charges. Product charges pay for the product provider's own costs and any commission. We will tell you how much the actual amount of commission will be before you complete any application forms, but you may ask for this information earlier. You will receive a quotation which will tell you about any other fees relating to any particular insurance policy.

## Your Commitment

We will need you to ensure that we are notified of all relevant aspects of your personal and financial circumstances and are informed as soon as practicable of any changes to your financial prospects or circumstances. We need you to read any reports supplied. We need you to formally approve and sign the client consent form. We need you to send any requested information back as swiftly as possible to enable us to provide a superior service and produce reports or provide advice in an accurate and timely manner. We may also need your authority to speak with your other professional advisers such as your accountant or solicitor where required.

## Policy Documents & Contract Notes

In most cases, your provider will issue all documents showing ownership of your plans/contracts to your home address. Should we receive these documents, we will forward all documents to you as soon as practically possible.

## Material Interests

There could be an occasion where a material interest or conflict of interest may or does arise. If this happens, or we become aware that our interests or those of one of our other clients conflicts with your interests, we will inform you in writing and obtain your consent before we carry out your instructions. There may be occasions when we will be unable to act for one of the parties.

For more information, please visit our website or ask us for a copy of our conflicts of interest policy which we will be happy to supply.

## Identity Verification

As part of our advice process we are required to obtain evidence of your identity. In order to complete this we may perform an electronic identity check and keep this record on your file.

## Other Benefits We May Receive

We advise on a range of products from a range of firms. Some of these firms provide us with training which enables the enhancement of our services to you.

## Termination Of Authority

You or we may terminate our authority to act on your behalf at any time, without penalty. Notice of this termination must be given in writing and will take effect from the date of receipt. Termination is without prejudice to any transactions already initiated which will be completed according to these terms of business unless otherwise agreed in writing. You will be liable to pay for any transactions made prior to termination and any charges which may be outstanding.

## Cancelling Your Ongoing Service

If you feel you no longer require ongoing service then you can write to 2plan wealth management Ltd, 3rd Floor, Bridgewater Place, Water Lane, Leeds, LS11 5BZ and tell 2plan this. We will then inform Miller James Financial Planning Limited adviser and cancel any ongoing charges. Under these circumstances, if we then later receive a payment for this service (for example, because there is some difficulty in stopping the payment from being deducted from the investment), we will refund the payment to you and endeavour to do this within 14 days of receiving the payment.

# Investment Objectives & Restrictions

Following the issue of this agreement, any subsequent advice or recommendation offered to you will be based on 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. Details of your stated investment objectives will be included within the suitability report we will issue to you to confirm our recommendations. Unless confirmed in writing to the contrary, we will assume that you do not wish to place any restrictions on the advice we give you.

## Recording Of Your Instructions

All written and email instructions received will be saved in line with our record keeping requirements. Where there are conversations relating to investment transactions, either face to face, telephone or web enabled, these will be documented in written format and saved on file. These written notes will capture the material context of these conversations. You are able to request copies of these written notes and these will be supplied to you.

## Data Protection

Miller James Financial Planning Limited and your financial adviser need to collect and use your personal data in relation to health conditions, dependent upon the type of advice provided. We recognise that the lawful and correct treatment of personal data is very important to provide accurate financial advice and to maintain your confidence in ourselves.

When we handle, process and store your information, it will only be used for the purpose for which it was collected and the fulfilment of any services as a result of our financial advice. We conform with the relevant data protection legislation in force. If your consent has been obtained to use your data for any other purpose it can be withdrawn at any time by writing to Miller James Financial Planning Limited, 2 The Long Yard Ermin Street Shefford Woodlands Berkshire RG17 7EH or emailing to info@millerjamesfinancialplanning.co.uk. A form of profiling (which will give us a clear view of your circumstances) may be used as part of the advice process. Where this is done, you will be shown its recommendations and you will be provided with the opportunity to review and amend its output.

Where certain business services are provided by third parties to assist in the fulfilment of the advice provided, circumstances may warrant the disclosure of more than just your basic contact information. On such occasions your personal information held by Miller James Financial Planning Limited may be disclosed

on a confidential basis in accordance with

the necessary legislation in force at that point in time. We will ensure that third parties we use agree that our data is managed with the same level of protection as at Miller James Financial Planning Limited.

These services may include evidence to confirm your identity and rules on anti-money laundering. Your details may be available to third parties where required by law, court order or regulation. This may include police or security services and we may check your information with fraud prevention agencies to prevent or detect fraud. If false or inaccurate details were supplied and we suspect fraud, this will be recorded.

Your data will be stored within the UK and records of our business transactions will be kept for at least six years. You have the right to access, transfer, rectify, erase, restrict and object to the processing of your personal data subject to the provisions of relevant legislation. Whilst we will endeavour to keep your information up to date, we cannot be held responsible for information becoming inaccurate due to your change of circumstances if you fail to inform us of those changes. Should you decide to contact Miller James Financial Planning Limited via email, please ensure that you do not provide any confidential information as there could be a risk of interception using an unsecure address.

If you wish to obtain details of your personal information or make a complaint in relation to your personal data, you can write to us at any time. Please address any correspondence to: Data Protection Officer, Miller James Financial Planning Limited, 2 The Long Yard Ermin Street Shefford Woodlands Berkshire RG17 7EH. In addition, you can make a complaint to the Information Commissioners Office, contact details can be found at www.ico.org.uk.

We reserve the right to amend our policy as above at our discretion or where regulation and law necessitate. The latest version of this policy will be available at

www.millerjamesfinancialplanning.co.uk.

## Client Consent

### Investment, Savings & Retirement Planning

Advice reference:

| Having understood our Financial Advice Process, you confirm that it is your intention to proceed with the purchase of a financial product(s) providing the advice and recommendation(s) meets your needs. However, you understand that you are | Client 1 |
|--|----------|
| not under any obligation to purchase the product(s) recommended.   | Client 2 |
| Our main line of business is providing advice on where to invest your money. We can also provide advice on savings accounts such as bank or building society products and we would charge appropriate fees for this.                           | Client 1 |
| Please tick this box if you would like us to discount these products from our research process.  | Client 2 |

#### Payment by Adviser Charge. The following confirms the agreed fees for each step of our Financial Advice Process.

|   |               | STEP 1<br>Consultation | STEP 2<br>Advice | STEP 3<br>Implementation | STEP 4<br>Ongoing Service                              |
|---|---------------|------------------------|------------------|--------------------------|--|
| Not required  |               |                        |                  |                          |  |
| At our cost   |               |                        |                  |                          |  |
| A percentage of the gross<br>amount invested / ongoing<br>value of investment                                   |               | %                      | %                | %                        |  |
| Actual cash a   | mount         |                        | £                | £                        | £  |
| Hourly rate   | No. of hours  |                        |                  |                          |  |
| £   | Total cost    | £                      | £                | £                        | £  |
|   | Not to exceed | £                      | £                | £                        | £  |
| Fixed charge  |               | £                      | £                | £                        | £  |
| Payable direct from the clien   |               |                        |                  |                          |  |
| Facilitated by the product<br>provider or payable directly<br>from the client, if conclusion<br>is advice only. |               |                        |                  |                          |  |
| Frequency of payments   |               |                        |                  |                          | Ongoing payment to<br>start immediately<br>or on month |

### **Ongoing Service**

Reassess your financial situation at that time; complete a new investment risk questionnaire; define your attitude to risk; appraise your existing investments to ensure alignment with your attitude to risk; consider your financial objectives and goals; discuss the investment performance; ensure the continued suitability of your current investments; identify any further financial objectives: confirm your annual fees; issue a suitability report. In addition provide ongoing advice and implementation (available if you are transferring the servicing of existing policies to your adviser). 2plan wealth management will also attempt to obtain a weekly valuation of your investment and pension funds where available.

Please tick to confirm ongoing service is required and insert your email address.

| How It's Delivered |           |                     | How Often    |           |           |          |
|--------------------|-----------|---------------------|--------------|-----------|-----------|----------|
| Face to Face       | Telephone | Web-enabled meeting | Email/Postal | Quarterly | 6 Monthly | Annually |

### Non-Investment Insurance

We can be paid by fee, commission or a combination of both. You have a choice about how to pay. Please confirm below:

| Payment by fee                          | Insert amount of agreed fee                           | £ |
|---|---|---|
| Payment by commission. The amount to be | confirmed by your adviser if a product is recommended |   |
| Combination of fees and commission      | Insert amount of agreed fee                           | £ |

#### Communication via a secure website

2plan wealth management, their group companies and your financial adviser may communicate by sending you a link to our Client Access Portal. This enables communications to be delivered efficiently and safely whilst reducing paperwork.

## Would you like to receive information from 2plan wealth management, their group companies and your financial adviser?

2plan wealth management, their group companies and your financial adviser believe it is important to keep in touch with you and would like to occasionally send you information about products, services, news and events.

Yes, I would like to receive information as described above. Please tick all boxes which apply:

| Client 1: | By Post | By Email |  |
|-----------|---------|----------|--|
| Client 2: | By Post | By Email |  |

If at any point you wish to withdraw your consent, please email admin@2plan.com or write to us at 2plan wealth management Ltd, 3rd Floor, Bridgewater Place, Water Lane, Leeds, LS11 5BZ.

### PARTIES

2plan wealth management Ltd (company registration number 05998270) AND 3rd Floor, Bridgewater Place, Water Lane, Leeds, LS11 5BZ (the "Company"); AND

Name of Client 1

Name of Client 2

Address

Client 1 Signature

Client 2 Signature

Date signed

| AND             |         |  |  |  |  |  |  |  |
|-----------------|---------|--|--|--|--|--|--|--|
| Adviser Company |         |  |  |  |  |  |  |  |
|                 |         |  |  |  |  |  |  |  |
| Signatı         | ure     |  |  |  |  |  |  |  |
|                 |         |  |  |  |  |  |  |  |
| Date o          | f issue |  |  |  |  |  |  |  |
|                 |         |  |  |  |  |  |  |  |

## Adviser Charge Agreement Terms And Conditions

Any agreements are made between all parties:

- 1. The terms of business of this Personal Client Agreement will come into effect from the date of issue.
- 2. In consideration for providing the service of a financial adviser the client will pay a fee to 2plan wealth management Ltd as above. The client indicates the agreed options when signing this agreement. Should you decide to cancel or terminate this agreement part way through an agreed step, we may charge you for work undertaken.
- 3. Where appropriate, expenses, disbursements and Value Added Tax will be added to the charge.
- 4. All payments shall be made payable to 2plan wealth management Ltd.
- 5. Where VAT is payable an invoice will be issued by 2plan wealth management Ltd.
- 6. Should any payment remain outstanding beyond 28 days, 2plan wealth management Ltd reserves the right to charge interest at 3% over the base rate of The Bank of England for any period in excess of 28 days that the payment remains outstanding.
- Where it becomes evident that an overpayment has been made in relation to this agreement, 2plan wealth management Ltd will endeavour to repay funds back to you within 14 days of discovering the overpayment.
- 8. You authorise 2plan wealth management Ltd to liaise with your other professional advisers in exchanging relevant personal information pertinent to your financial planning requirements and to rely on any such information provided.
- 9. We may change the Terms, including our fees and charges, from time to time in whole or in part either with immediate effect, by your written agreement with your financial adviser or by 2plan wealth management notifying you of any changes in writing and providing you with 30 days' notice. If you feel you no longer require any ongoing service then you can write to us at the address above and tell us this. We will then inform your financial adviser and cancel any ongoing charges.

#### Adviser Copy

## Client Consent Investment, Savings & Retirement Planning

Advice reference:

| Having understood our Financial Advice Process, you confirm that it is your intention to proceed with the purchase of a financial product(s) providing the advice and recommendation(s) meets your needs. However, you understand that you are not under any obligation to purchase the product(s) recommended.      | Client 1<br>Client 2 |  |
|--|----------------------|--|
| Our main line of business is providing advice on where to invest your money. We can also provide advice on savings accounts such as bank or building society products and we would charge appropriate fees for this. Please tick this box if you would like us to discount these products from our research process. | Client 1<br>Client 2 |  |

#### Payment by Adviser Charge. The following confirms the agreed fees for each step of our Financial Advice Process.

|   |               | STEP 1<br>Consultation | STEP 2<br>Advice |   | STEP 3<br>Implementation |   | STEP 4<br>Ongoing Service                              |   |
|---|---------------|------------------------|------------------|---|--------------------------|---|--|---|
| Not required  |               |                        |                  |   |                          |   |  |   |
| At our cost   |               |                        |                  |   |                          |   |  |   |
| A percentage of the gross<br>amount invested / ongoing<br>value of investment                                   |               |                        |                  | % | 9                        | 6 |  | % |
| Actual cash a   | mount         |                        | £                |   | £                        |   | £  |   |
| Hourly rate   | No. of hours  |                        |                  |   |                          |   |  |   |
| £   | Total cost    | £                      | £                |   | £                        |   | £  |   |
|   | Not to exceed | £                      | £                |   | £                        |   | £  |   |
| Fixed charge  |               | £                      | £                |   | £                        |   | £  |   |
| Payable direct from the clien   |               |                        |                  |   |                          |   |  |   |
| Facilitated by the product<br>provider or payable directly<br>from the client, if conclusion<br>is advice only. |               |                        |                  |   |                          |   |  |   |
| Frequency of payments   |               |                        |                  |   |                          |   | Ongoing payment to<br>start immediately<br>or on month |   |

### **Ongoing Service**

Reassess your financial situation at that time; complete a new investment risk questionnaire; define your attitude to risk; appraise your existing investments to ensure alignment with your attitude to risk; consider your financial objectives and goals; discuss the investment performance; ensure the continued suitability of your current investments; identify any further financial objectives: confirm your annual fees; issue a suitability report. In addition provide ongoing advice and implementation (available if you are transferring the servicing of existing policies to your adviser). 2plan wealth management will also attempt to obtain a weekly valuation of your investment and pension funds where available. Please tick to confirm ongoing service is required and insert your email address.

 Client 1
 Email

 Client 2
 Email

How Often
Face to Face Telephone Web-enabled Email/Postal Quarterly 6 Monthly Annually

### Non-Investment Insurance

We can be paid by fee, commission or a combination of both. You have a choice about how to pay. Please confirm below:

meeting

| Payment by fee  | Insert amount of agreed fee | £ |  |  |  |
|---|-----------------------------|---|--|--|--|
| Payment by commission. The amount to be confirmed by your adviser if a product is recommended |                             |   |  |  |  |
| Combination of fees and commission  | Insert amount of agreed fee | £ |  |  |  |

#### Communication via a secure website

2plan wealth management, their group companies and your financial adviser may communicate by sending you a link to our Client Access Portal. This enables communications to be delivered efficiently and safely whilst reducing paperwork.

## Would you like to receive information from 2plan wealth management, their group companies and your financial adviser?

2plan wealth management, their group companies and your financial adviser believe it is important to keep in touch with you and would like to occasionally send you information about products, services, news and events.

Yes, I would like to receive information as described above. Please tick all boxes which apply:

| Client 1: | By Post | By Email |  |
|-----------|---------|----------|--|
| Client 2: | By Post | By Email |  |

If at any point you wish to withdraw your consent, please email admin@2plan.com or write to us at 2plan wealth management Ltd, 3rd Floor, Bridgewater Place, Water Lane, Leeds, LS11 5BZ.

### PARTIES

2plan wealth management Ltd (company registration number 05998270) AND 3rd Floor, Bridgewater Place, Water Lane, Leeds, LS11 5BZ (the "Company"); AND

Name of Client 1

Name of Client 2

Address

Client 1 Signature

Client 2 Signature

Date signed

| AND     |         |  |         |  |  |  |  |
|---------|---------|--|---------|--|--|--|--|
| Adviser |         |  | Company |  |  |  |  |
|         |         |  |         |  |  |  |  |
| Signatı | ure     |  |         |  |  |  |  |
|         |         |  |         |  |  |  |  |
| Date o  | f issue |  |         |  |  |  |  |
|         |         |  |         |  |  |  |  |

## Adviser Charge Agreement Terms And Conditions

Any agreements are made between all parties:

- 1. The terms of business of this Personal Client Agreement will come into effect from the date of issue.
- 2. In consideration for providing the service of a financial adviser the client will pay a fee to 2plan wealth management Ltd as above. The client indicates the agreed options when signing this agreement. Should you decide to cancel or terminate this agreement part way through an agreed step, we may charge you for work undertaken.
- 3. Where appropriate, expenses, disbursements and Value Added Tax will be added to the charge.
- 4. All payments shall be made payable to 2plan wealth management Ltd.
- 5. Where VAT is payable an invoice will be issued by 2plan wealth management Ltd.
- 6. Should any payment remain outstanding beyond 28 days, 2plan wealth management Ltd reserves the right to charge interest at 3% over the base rate of The Bank of England for any period in excess of 28 days that the payment remains outstanding.
- Where it becomes evident that an overpayment has been made in relation to this agreement, 2plan wealth management Ltd will endeavour to repay funds back to you within 14 days of discovering the overpayment.
- 8. You authorise 2plan wealth management Ltd to liaise with your other professional advisers in exchanging relevant personal information pertinent to your financial planning requirements and to rely on any such information provided.
- 9. We may change the Terms, including our fees and charges, from time to time in whole or in part either with immediate effect, by your written agreement with your financial adviser or by 2plan wealth management notifying you of any changes in writing and providing you with 30 days' notice. If you feel you no longer require any ongoing service then you can write to us at the address above and tell us this. We will then inform your financial adviser and cancel any ongoing charges.





www.millerjamesfinancialplanning.co.uk

Miller James Financial Planning Limited is an appointed representative of 2plan wealth management Ltd which is authorised and regulated by the Financial Conduct Authority (FCA).

Miller James Financial Planning Limited's registered address is Delta 606 Welton Road Delta Office Park Swindon SN5 7XF. Telephone number 01488 253189.

2plan wealth management Ltd is a wholly owned subsidiary of Openwork Holdings Ltd. 2plan wealth management Ltd is authorised and regulated by the Financial Conduct Authority. It is entered on the FCA register (www.fca.org.uk) under reference 461598. Registered office: 2plan wealth management Ltd, 3rd Floor, Bridgewater Place, Water Lane, Leeds, LS11 5BZ. Registered in England and Wales Number: 05998270

© 2plan wealth management Ltd. All rights reserved