



RETAIL CLIENT AGREEMENT

Regulatory Statement

There are two types of advice available from firms in respect of financial products and these are as follows:

Restricted Advice

This is provided through a firm that advises on a limited range of products or providers

Independent Advice

This is provided through a firm which advises on the financial products from ALL regulated companies in the marketplace

Your adviser is independent, which means that they will provide unbiased and unrestricted advice based upon a comprehensive and fair analysis of the regulated financial sector

Regulatory Introduction

Jenkins Financial Advisers Ltd. is authorised and regulated by the Financial Conduct Authority (FCA) to advise and to effect transactions in Pensions, Unit Trusts, Life Insurance, Collective Investments and Non-Investment Insurance Contracts.

The Financial Conduct Authority (FCA) regulates financial services in the UK and you can check our authorisation and permitted activities on the Financial Services Register by visiting the FCA's website www.fca.org.uk/firms/systems-reporting/register or by contacting the FCA on tel. 0800 111 6768.

Client Categorisation

Each client with whom the firm conducts business, is categorised in order to identify the level of regulatory protection to be applied. We provide our client with the highest level of regulatory protection and as such you will be classified as a Retail Client for investment purposes.

Client Relations

Jenkins Financial Advisers Ltd. is bound by the rules of the FCA and Professional Indemnity Insurance is maintained for the protection of Clients. When you have instructed us to arrange a specific contract or contracts, further advice will be offered at your request. Jenkins Financial Advisers Ltd. will be pleased to advise you at any time, should you ask us to do so, and will respond promptly to any such request.

Personal Interests

Jenkins Financial Advisers Ltd. offer independent financial advice, but occasions can arise where we, or one of our other customers, will have some form of interest in the business which we are transacting for you. If this happens, or we become aware that our interests or those of one of our customers conflict with your interests, we will inform you in writing and obtain your consent before we carry out your instructions.

Advice and Instructions

We prefer Clients to give their instructions in writing, to aid clarification and avoid possible misunderstandings. We will however, accept oral instructions provided they are subsequently confirmed in writing where we deem this appropriate. We may at our discretion, refuse to accept instructions although such discretion shall not be exercised unreasonably.

We will not be held accountable for advice which you have received from any other party, either prior to, or during, our adviser/client relationship, unless we specifically agree in writing with you that we will do so. We will however review the ongoing suitability of such policies to your circumstances, but only if requested to do so in writing by you. We do not offer legal advice with regard to any individual's contracts and circumstances.

Cancellation Rights

We will inform you of your statutory right to cancel a contract. The Distance Marketing Directive grants 30 days within which you may cancel a life or pension contract and 14 days for an investment contract. Should there be an occasion where no statutory rights are granted then this will be explained to you prior to any contract being concluded.

If you cancel a single premium contract, you may be required to pay for any loss you might reasonably incur in cancelling it which is caused by market movements. This means that, in certain circumstances, you might not get back the full amount you invested if you cancel the policy.

Data Protection

A record of all the information you provide to us will be held on file for a period of not less than six years. All Client records are confidential. We may however be required to transfer such data under routine processing, 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. *Full details as to our data protection terms are held within the notification of consent form which you will be provided with at outset.*

Client Monies

JENKINS FINANCIAL ADVISERS LTD. IS NOT AUTHORISED TO HANDLE CLIENTS' MONEY.

Cheques payable to Jenkins Financial Advisers Ltd or any cash payments cannot be accepted. All cheques must be payable to the Life Office, Investment Operator or relevant companies.

Remuneration

Jenkins Financial Advisers Ltd. can derive its income in two ways, these being from fees and/or commissions. Commissions are paid from companies with whom business is transacted on your behalf.

1. Charging a Fee. Fees will be charged in return for services or advice to be provided, these will need to be formally agreed prior to the provision of such services from Jenkins Financial Advisers Ltd. Any fee charged will take account of the nature and extent of the service provided (*see also: 'Client Reviews' in relation to ongoing adviser fees*).

2. Receiving Commission for certain classes of business: Jenkins Financial Advisers Ltd. will receive commission from Product Providers. Commissions due to Jenkins Financial Advisers Ltd. in respect of business transacted for a Client will be disclosed to the Client in writing.

Complaints

If you have a complaint in respect of the advice which you have received, or a product which you have bought from us, please write to, or contact the Compliance Officer at the address on the front of this document. A summary of our complaints handling procedures is available upon request. If you cannot settle your complaint with us, you may be entitled to refer the matter to the Financial Ombudsman Service for consideration at www.financial-ombudsman.org.uk or by contacting them on 0800 023 4 567.

Jenkins Financial Advisers Ltd will not hold itself liable in any respect, for advice which you have received, or products which you have bought from previous advisers or companies, whether these are suitable for your needs or otherwise; however we will be responsible for any changes which are implemented by us in respect of these products, where advice is also provided by us in respect of the changes.

If you make a valid claim against Jenkins Financial Advisers Ltd. in respect of any of the transactions we have arranged for you and we are unable to meet our liabilities in full, you may be entitled to redress from the Financial Services Compensation Scheme (FSCS). Details of the cover provided by the scheme are given in a leaflet which is available upon request. Further information is available from the Financial Conduct Authority and the Financial Services Compensation Scheme Ltd.

Registration of Investments

All investments are registered in the Client's name unless otherwise agreed in writing. All contract notes and documents of title in respect of your investments will be forwarded to you as soon as is practicable. Where a number of documents relating to a series of transactions are involved, they will normally be retained until the series is complete and then forwarded on to you.

Termination

The authority to act on your behalf may be terminated at any time without penalty, by either party giving seven days notice, in writing, to that effect to the other, but this is 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.

Should you wish to terminate any agreement for ongoing fee or servicing remuneration to ourselves, this can be done by directly contacting the company with whom your investment is held.

Force Majeure

Jenkins Financial Advisers Ltd shall not be deemed to be in breach of this agreement and shall not incur and liability to you, if there is any failure to perform its duties due to circumstances beyond its control.

Client Reviews

Jenkins Financial Advisers Ltd will carry out reviews for clients on the basis that they initiate such requests, unless otherwise agreed. Should you consent to the payment of an ongoing adviser fee in relation to any business which has been conducted, then you will be entitled to annual reviews of your investment or product at no additional cost, either in writing, or by way of an agreed visit if this is deemed appropriate.

These reviews can be tailored to your individual requirements, but will primarily outline the performance of your product(s) and determine or enact any changes as required, but only following further discussion and subsequent agreement with yourselves. Should your circumstances have changed, or your attitude to investment risk differ from that which was determined at the date of providing the original advice, you must make us aware of such changes, however this will not alter the basis of the original advice. You may also invite ad-hoc reviews in addition to any standard review, and wherever possible, such reviews will be incorporated within the existing ongoing adviser charge.

In relation to **ongoing adviser charges**, it is important to note that these are structured in order to be able to facilitate access to ongoing advice and service for you and are composed of elements which also include our firm's mandatory regulatory fees, compliance oversight, ongoing adviser training needs, the cost of providing ongoing reviews and adviser remuneration. The element which is specific to each area is contained within our 'breakdown of costs and services' document which is provided to you at outset and is available on our website: www.jenkinsfinancial.co.uk alongside our 'client agreement' and 'about our services and costs' documents; these may be updated from time to time, but any material changes will be notified to you at the earliest opportunity.

Should you require a more focused level of service, then this can be tailored to your needs and agreed between both parties and will be documented at outset accordingly.

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. Any person who is not party to this agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this agreement, however this does not affect any right or remedy of a third party which exists, or is available, apart from the terms of the Act.

Presented to

Signed by Date
For and on Behalf of Jenkins Financial Advisers Ltd.

Customer Privacy Notice

Why should you read this document?

During the course of dealing with us, we will ask you to provide us with detailed personal information relating to your existing circumstances, your financial situation and, in some cases, your health and family health history (**Your Personal Data**). This document is important as it allows us to explain to you what we will need to do with Your Personal Data, and the various rights you have in relation to Your Personal Data.

What do we mean by "Your Personal Data"?

Your Personal Data means any information that describes or relates to your personal circumstances. Your Personal Data may identify you directly, for example your name, address, date of birth, National Insurance number. Your Personal Data may also identify you indirectly, for example, your employment situation, your physical and mental health history, or any other information that could be associated with your cultural or social identity.

In the context of providing you with assistance in relation to your financial planning requirements, your Personal Data may include:

- Title, names, date of birth, gender, nationality, civil/marital status, contact details, addresses and documents that are necessary to verify your identity
- Employment and remuneration information, (including salary/bonus schemes/overtime/sick pay/other benefits), employment history
- Bank account details, tax information, loans and credit commitments, personal credit history, sources of income and expenditure, family circumstances and details of dependents
- Health status and history, details of treatment and prognosis, medical reports (further details are provided below specifically with regard to the processing we may undertake in relation to this type of information)
- Any pre-existing investment, pension, mortgage, finance and insurance products and the terms and conditions relating to these

The basis upon which our Firm will deal with Your Personal Data

When we speak with you about your investment, pension and insurance requirements, we do so on the basis that both parties are entering a contract for the supply of services.

In order to perform that contract, and to arrange the products you require, we have the right to use your Personal Data for the purposes detailed below.

Alternatively, either in the course of initial discussions with you or when the contract between us has come to an end for whatever reason, we have the right to use Your Personal Data provided it is in our legitimate business interest to do so and your rights are not affected. For example, we may need to respond to requests from pension, investment and insurance providers and also our Compliance Service Provider relating to the advice we have given to you, or to make contact with you to seek feedback on the service you received.

On occasion, we will use your Personal Data for contractual responsibilities we may owe our regulator The Financial Conduct Authority, or for wider compliance with any legal or regulatory obligation to which we might be subject. In such circumstances, we would be processing Your Personal Data in order to meet a legal, compliance or other regulatory obligation to which we are subject.

The basis upon which we will process certain parts of Your Personal Data

Where you ask us to assist you with for example your insurance needs, in particular life insurance and insurance that may assist you in the event of an accident or illness, we will ask you information about your ethnic origin, your health and medical history (**Your Special Data**). We will record and use Your Special Data in order to make enquiries of insurance providers in relation to insurance products that may meet your needs and to provide you with advice or guidance regarding the suitability of any product that may be available to you.

If you have parental responsibility for children under the age of 13, it is also very likely that we will record information on our systems that relates to those children and potentially, to their Special Data.

The arrangement of certain types of insurance may involve disclosure by you to us of information relating to historic or current criminal convictions or offences (together "**Criminal Disclosures**"). This is relevant to insurance related activities such as underwriting, claims and fraud management.

We will use special Data and any Criminal Disclosures in the same way as Your Personal Data generally, as set out in this Privacy Notice.

Information on Special Category Data and Criminal Disclosures must be capable of being exchanged freely between insurance intermediaries such as our Firm, and insurance providers, to enable customers to secure the important insurance protection that their needs require.

How do we collect Your Personal Data?

We will collect and record Your Personal Data from a variety of sources, but mainly directly from you. You will usually provide information during the course of our initial meetings or conversations to establish your circumstances and needs and preferences in relation to any investment, pension and insurance requirements and so you may provide information to us verbally and in writing, including email.

We may also obtain some information from third parties, for example, credit checks, information from your employer, and searches of information in the public domain such as the voters roll. If we use technology solutions to assist in the collection of Your Personal Data for example software that is able to verify your credit status.

We will only do this if we have consent from you for us or our nominated processor to access your information in this manner. With regards to electronic ID checks we would not require your consent but will inform you of how such software operates and the purpose for which it is used.

What happens to Your Personal Data when it is disclosed to us?

In the course of handling Your Personal Data, we will:

- Record and store Your Personal Data in our paper files, mobile devices and on our computer systems. This information can only be accessed by employees and consultants within our Firm and only when it is necessary to provide our service to you and to perform any administration tasks associated with or incidental to that service
- Submit Your Personal Data to Product Providers, including Insurance Product providers, both in paper form and on-line via a secure portal. The provision of this information to a third party is essential in allowing us to progress any enquiry or application made on your behalf and to deal with any additional questions or administrative issues that lenders and providers may raise.
- Use Your Personal Data for the purposes of responding to any queries you may have in relation to any investment, pension and insurance product which you may take out, or to inform you of any developments in relation to those products and/or policies of which we might become aware.

Sharing Your Personal Data

From time to time Your Personal Data will be shared with:

- Investment, pension, mortgage, finance and insurance product providers
- Third parties who we believe will be able to assist us with your enquiry or application, or who are able to support your needs as identified. These third parties will include but may not be limited to, our Compliance Advisers, Product specialists and providers of legal services such as estate planners (in each case where we believe this to be required due to your particular circumstances).

In each case, your Personal Data will only be shared for the purposes set out in this customer privacy notice, i.e. to progress your investment, pension, mortgage, finance and insurance enquiry and to provide you with our professional services.

Please note that this sharing of Your Personal Data does not entitle such third parties to send you marketing or promotional messages: it is shared to ensure we can adequately fulfil our responsibilities to you, and as otherwise set out in this Customer Privacy Notice.

We do not envisage that the performance by us of our service will involve Your Personal Data being transferred outside of the European Economic Area.

Security and retention of Your Personal Data

Your privacy is important to us and we will keep Your Personal Data secure in accordance with our legal responsibilities. We will take reasonable steps to safeguard Your Personal Data against it being accessed unlawfully or maliciously by a third party.

We also expect you to take reasonable steps to safeguard your own privacy when transferring information to us, such as not sending confidential information over unprotected email, ensuring email attachments are password protected or encrypted and only using secure methods of postage when original documentation is being sent to us.

Your Personal Data will be retained by us either electronically or in paper format for a minimum of six years, or in instances whereby we have legal right to such information we will retain records indefinitely.

Your rights in relation to Your Personal Data

You can:

- request copies of Your Personal Data that is under our control
- ask us to further explain how we use Your Personal Data
- ask us to correct, delete or require us to restrict or stop using Your Personal Data (details as to the extent to which we can do this will be provided at the time of any such request)
- ask us to send an electronic copy of Your Personal Data to another organisation should you wish
- change the basis of any consent you may have provided to enable us to market to you in the future (including withdrawing any consent in its entirety)

How to make contact with our Firm in relation to the use of Your Personal Data

If you have any questions or comments about this document; or wish to make contact in order to exercise any of your rights set out within it please contact:

Steven Jenkins - Director - Tel. 01724 735121 or e-mail steve@jenkinsfinancial.co.uk

If we feel we have a legal right not to deal with your request, or to action, it in different way to how you have requested, we will inform you of this at the time.

You should also make contact with us as soon as possible on you becoming aware of any unauthorised disclosure of Your Personal Data, so that we may investigate and fulfil our own regulatory obligations.

If you have any concerns or complaints as to how we have handled Your Personal Data you may lodge a complaint with the UK's data protection regulator, the ICO, who can be contacted through their website at <https://ico.org.uk/global/contact-us/> or by writing to Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF.

This is our standard **Fee Agreement** upon which we intend to rely. For your own benefit, we would ask that you consider these terms carefully before consenting to them with your signature. If you do not understand any of the information, please ask for further clarification from us.

Fee/Cost of Advice Agreement

You wish for Jenkins Financial Advisers Ltd to be remunerated by way of :

___ A specified cost in cash terms

___ An amount expressed as a percentage of any investment undertaken

Amount agreed ___% £___

Investments, Pensions and Savings

___ Payment of a fee ___ Payment by deduction prior to the investment ___ A Combination of the these

Non-investment Insurance contracts

___ Payment of a fee (£)

___ Jenkins Financial Advisers Ltd to receive commission from the product provider

___ A combination of commission and a fee

General Advice where no product is taken out

___ Payment of a fee (£)

Ongoing adviser fee (if consented to)

___ A specified cost in cash terms ___ An amount expressed as a percentage of any investment undertaken
(Amount %. Based upon a fund value of £ , this would be £ /yr)

Optional comments section on service received

How would you rate the service which you have received from us? (e.g. not satisfactory, satisfactory, very satisfactory)

How comfortable are you with the investment product recommended to you and the supporting information provided by us? (e.g. not comfortable, comfortable, very comfortable)

Do you have any comments which you would like to add or suggestions as to where we could improve our service to better meet your needs?

Signed

Signed

Name

Name Date

(Where the agreement has been emailed to you and verbally or otherwise consented to, this will be acknowledged in place of a signed copy.)