



HOW OUR SERVICE WORKS FOR YOU

This document is aimed at providing you with an overview of our firm and to introduce you to our service in more detail.

After you have read this document you will need to select the service and remuneration package that best suits your needs.

We will discuss this with you so that you fully understand what is offered and how it will benefit you.

Should you have any questions regarding any element of this, please do not hesitate to ask us.



Opal Financial Management is an Appointed Representative of Sense Network Limited, which is authorised and regulated by the Financial Conduct Authority, the independent watchdog that regulates financial services.



CONTENTS

INTRODUCTION

OUR SERVICES

FINANCIAL REVIEW PROCESS

THE COST OF OUR SERVICES

OUR OBLIGATIONS

YOUR OBLIGATIONS

CANCELLATION OF AGREEMENT

HOW YOU ARE PROTECTED

WHO WE ARE

Opal Financial Management Ltd is a national financial planning firm, consisting of Independent Financial Advisers (IFAs), mortgage and protection specialists. It is focussed on helping individuals and businesses understand and plan for their financial future.

We pride ourselves on our independent status, which is the key foundation of our business. This ensures we can advise on financial products across the whole of the market.

We do not act on behalf of any product provider, bank or insurance company, but solely in the best interests of our clients at all times.

We are passionate about providing the best customer experience. All Opal Financial Management advisers pride themselves in building lasting, professional relationships in order to become the customers' trusted financial adviser.

WHAT WE DO

We are committed to providing independent advice and constructing financial solutions using products from the whole of the market. Financial advice is provided exclusively by qualified and experienced practitioners and is regulated by the Financial Conduct Authority.

We offer an initial discussion (at our cost and without charge) when we will describe our services more fully and explain the payment options. Following our initial discussion, if the decision is to go ahead there is a cost for our advice and services.

OUR MISSION STATEMENT

We believe that Treating Customers Fairly is about delivering a fair outcome to our clients whilst offering a first class business service.

It is embedded in our culture, and our customers can be assured of this as:

- We are open about the way we carry out our business and how we are remunerated
- We welcome customer feedback on a regular basis
- We encourage all our staff to continue with their professional development
- Our business is about our customers, and we are always conscious of this

We look at all areas of our business on a regular basis to ensure that:

- Customers can be confident that they are dealing with a firm where the fair treatment of customers is central to our firm's culture
- We consider our customers when promoting new services and products and ensure that they are relevant to them
- Our customers are provided with clear information and we keep them informed before, during, and after the point of sale
- Where advice is provided, we take time to understand our customers' situation and ensure that our advice is suitable and appropriate
- We meet our customers' expectations, providing them with a level of service and products that are of an acceptable standard
- We will ensure that our customers can switch providers, change products, surrender policies and make any complaints without any undue barriers



INTRODUCTION

This Client Agreement sets out the terms under which our services are to be provided, including details of the specific services and a summary of our charges for those services.

We are focussed on helping individuals and businesses understand and plan for their financial future. We are an intermediary business which means we do not sell our own products and therefore act on your behalf. We offer you an initial discussion (without charge) at which we will describe our services more fully and explain the payment options. Following our initial discussion, should you decide to work with us there is a cost for our advice and services.

We recommend products and provide services as follows:

Investments

- We offer independent investment advice. This means that we consider a wide range of financial strategies and products. We are constantly reviewing the market to ensure that the services and products we offer are appropriate for our clients.

- Where we recommend particular investment strategies and products to you, these will be selected based on your personal circumstances, financial goals and objectives. We'll consider a number of factors, including the services you need, the cost of investing, how much risk you are prepared to accept in an investment product and how much of a drop in its value you could withstand. Where appropriate we may use an Investment Platform to administer your investments.

- We provide advice on a variety of investments and have access to solutions which would meet the needs to all different client types. However in the majority of instances our core recommended solutions are

Individual Savings Accounts 'ISAs', Collective investments and Retirement solutions.

- As we believe your investment should be fully diversified our core investment strategy is based on Multi-asset funds, Passive portfolios, Active portfolios and Outsourced Investment solutions that are aligned to an asset allocation model which also takes your investment time horizon into account. We can however advise on specialist investment solutions where appropriate to your circumstances.

- Please note that we don't usually provide advice in relation to directly held individual shares, options, futures and other derivative contracts. We don't provide advice on them as we believe that they are unlikely to be suitable for the majority of our clients however we will provide generic advice where applicable. If you need individual advice we recommend you refer to a stockbroker.

Non-investment protection contracts:

- Where we provide advice on protection contracts including life insurance, critical illness and income protection this will be based on a fair and personal analysis of the market.

Non-investment insurance contracts:

- Where we provide advice on insurance contracts including buildings and contents and accident sickness and unemployment (ASU) cover we offer products from the whole of the market.

Mortgages:

- Where we propose to advise you on a regulated mortgage we will provide you with a separate Mortgage Services document detailing the services we offer and the costs of those services.

OUR SERVICES



Financial Review Process

As a financial planning business, we are focussed on helping you understand and plan for your financial future. By working with you we aim to have a full understanding of your current financial position, your objectives and identified needs.

This enables us to provide suitable solutions for your needs, providing you with clear financial direction aimed at maximising the opportunities for achieving your objectives.

In practical terms, please refer to our review process below.

Our Service

We offer both initial and **ongoing** services. Any products we have arranged for you will only be kept under review as part of an agreed ongoing service for which you agree to pay. Our ongoing services are optional, however where you agree to purchase an ongoing service, unless otherwise agreed, the ongoing service will be provided as a follow up to the initial service.

Any advice or recommendation that we offer to you, will only be given after we have assessed your needs and considered your financial objectives and attitude to any risks that may be involved. We will also take into account any restrictions that you wish to place on the type of products you would be willing to consider.

In some circumstances we may provide you with a non-advised service where you will not receive advice or a recommendation from us. Where this is the case we will provide details of our non-advised services and charges separately.

Commencement

This agreement shall commence on the date of signature and shall remain in force until terminated in accordance with the Cancellation section.

PHASE 1: Consultation

Your Opal Financial Management adviser will provide information about how we would like to work with you, the

services we can provide and the costs of those services. The adviser will discuss your financial objectives and goals in order to understand your financial planning priorities and timelines for achieving them.

We will assess your attitude to investment risk in order to help us to understand how much risk you are willing to take with your capital. To achieve this we will ask you to complete our psychometric questionnaire, consisting of a variety of questions in order to establish your personal risk profile.

Throughout the fact-finding process we will gather personal and financial information from you, so we can formulate our advice and recommendations. This will include details about your current financial arrangements, policies and any commitments. We cannot guarantee that we can meet all your financial objectives and goals but we can work with you to prioritise these and help achieve them.

As part of the Financial Advice Process, your adviser will agree what services you would like and to how you pay for them. We will not make a charge for any work without your prior agreement.

Before we proceed with any work that may incur a charge, please ensure that you are clear about the services you would like us to provide and how you will pay for them. You can agree that we should not exceed a specified budget limit without first consulting with you and receiving your written commitment to proceed further.

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

Unless otherwise stated, the Consultation stage will be carried out at our cost and free of charge.

PHASE 2: Advice

Your adviser will be able to provide financial advice and, where appropriate, begin the process of selecting the investments, product wrappers and product providers most suitable to your circumstances once the Consultation stage has been completed.

PHASE 1 Consultation

- First meeting to discuss your needs & agree our fees
- Fact find, gather information and understand your financial situation
- Establish your risk profile, your goals and objectives
- Agree our services, fees and method of remuneration

Meeting fee of charge - at our cost

PHASE 2 Advice

- Analyse requirements
- Research whole of market
- Prepare personalised solution and report
- Review our report on your investment strategy

Meeting is free of charge - at our cost



As part of the Advice process, 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 the options available to meet your financial objectives.

There are many products and investment styles available and as Independent Financial Advisers we will base our research on providers and products across the whole of the market.

You will be given the opportunity to prioritise your own financial planning objectives and, 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 areas of financial planning and will only advise you on the areas you have asked us to address. Consequently, our advice may have been different if we had conducted a full review or considered other areas of financial planning at the same time.

There may be a charge incurred for the work carried out at this stage. These charges are covered later in the document.

PHASE 3: Implementation

Once the recommendations have been agreed with you, based on the areas of advice identified that meet your needs and objectives, the Implementation stage can be put in place.

Your Adviser will assist you in the completion of the application(s) and any additional documentation required for submission to the product provider. It is very important you check all the information you have provided is correct prior to signing any documents. We will then monitor the processing of your application(s) through to the issuing of the policy. We will then ensure you receive all relevant policy documentation.

Unless otherwise stated, the Implementation stage will be carried out at our cost and free of charge.

PHASE 4: Ongoing Service

Our aim is to build long-lasting trusted business relationships with all of our clients. This involves recommendations being clearly explained with an ongoing service process put in place to review plans and ensure that they remain relevant to your ongoing needs.

This is an evolving process and an essential part of continually reviewing your arrangements to ensure they continue to match the goals and objectives at any given period throughout a clients' lifetime. This is however, an optional service and we will not automatically provide this. You will need to confirm whether you want this service, which service level you would like to adopt and complete the client consent form at the end of this document.

If you opt for this service we will agree an appropriate service schedule as outlined later in this document under our Ongoing Services section. A range of options are available which can be discussed with your adviser and can be chosen to meet your specific needs.

In accordance with this service, we will reassess your financial situation at that time and attitude to risk; appraise existing investments and services; and reconsider your financial objectives and goals. If at this point, the financial plans you have in place no longer match your objectives, your adviser will recommence the Financial Advice Process and provide new recommendations. If further charges by us are to apply, these will be confirmed before any further work is undertaken.

In addition, you may contact your adviser between meetings should you have any queries. You will also be offered the facility to activate your own personal secure, on-line investment portal where you can obtain up to date valuations of the plans that you hold under review with us.



PHASE 3 Implementation

- Agree on proposed solution
- Apply to product provider
- Complete application and documentation
- Implement solution

Payment due on set up of product as % of funds invested

PHASE 4 Ongoing Service

- Assess requirement for continued service
- If selected, ongoing access to your adviser
- Update Fact Find and complete new Risk Assessment
- Advise on options available

Payment % of investment value per annum and minimum fees depending on service selected



FINANCIAL PLANNING AND HOW WE CHARGE FOR IT

For any aspect of our financial planning all actual charges and fees will be fully disclosed to you. We will not charge you until we have discussed your payment options and agreed with you how we are to be paid. We will also let you know if there are any other costs that might arise in connection with the services we provide to you.

Our charges/fees will be VAT exempt unless the work we provide for you only involves advice and/or preparing a report, in which case VAT may be applicable. We will always tell you if you have to pay VAT before we undertake any work for you. Charges for the ongoing service will not be liable to VAT (unless the initial service was liable to VAT) where both the initial and ongoing services are part of the same package.



INVESTMENT PLANNING



Our charges relating to new work e.g. client take-on, new investments and one-off reviews are based on a tiered charging structure based on the percentage of any funds invested / transferred. These charges are applied as follows:

- 3.0% on the first £200,000 of your investment (subject to a minimum fee of £750)
- 2.0% on the next £800,000
- 1.0% on any amount over £1,000,000.

Adviser Charges	PHASE 1 Consultation	PHASE 2 Advice	PHASE 3 Implementation	PHASE 4 Ongoing Service
We will typically charge a percentage of the amount invested, as shown in the following columns.	Not applicable.	This will typically be 3.0% of the investment amount. See payment options below.	We implement our recommendations ourselves, at our cost, so that we remain responsible for our advice at every stage.	We will charge you a percentage of funds under management. See options available under the 'Ongoing Services' section.

Paying for our services on a hourly rate

We usually charge based on a percentage of assets for initial work and where we are providing an ongoing advisory and wealth management service. We may charge hourly rates where we are requested to produce one off pieces of work, for additional review meetings or additional non-inclusive services. Where we use or refer to hourly rate fees the current rates used are typically £300 per hour.

You may ask us for an estimate of how much in total we might charge. You may also ask us not to exceed a given amount without checking with you first.

Our charges are payable on completion of our work and must be settled within 28 business days.

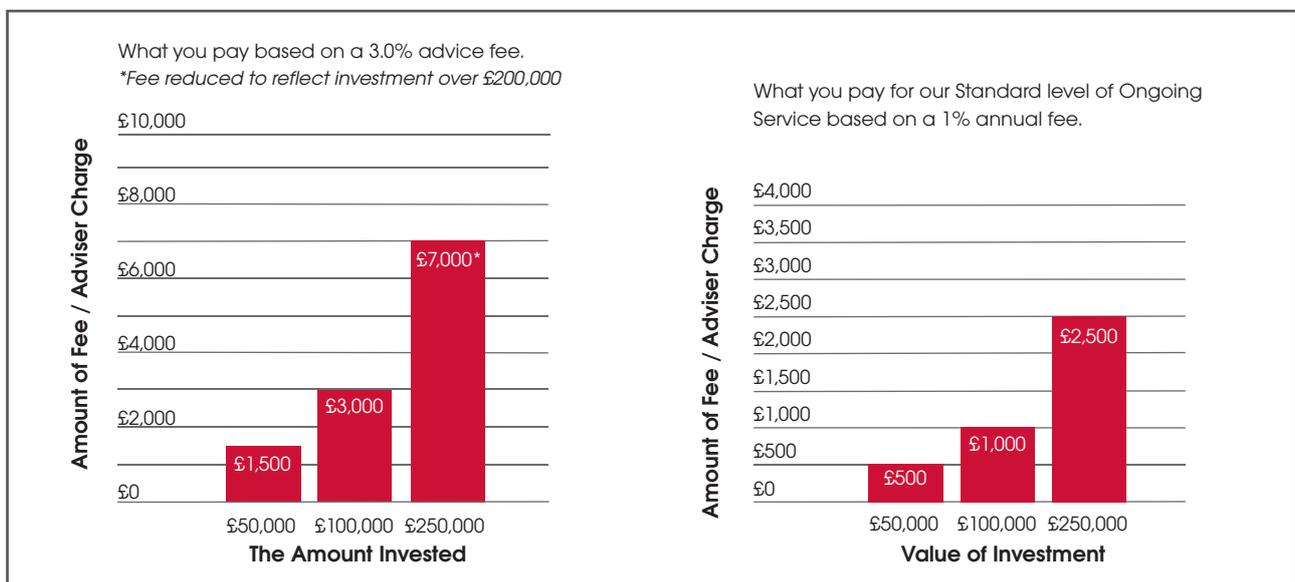
Payment can be made either by:

1. Cheque or Bank Transfer
2. You may pay our charges via deductions from the

financial product(s) that you might invest in, where the product/platform provider allows this. Please note that if you choose to pay by deduction from a financial product this will reduce the amount left for investment and may, depending on your circumstances, have other consequences. Although you may pay nothing to us up front that does not mean that our service is free. You still pay us indirectly through deductions from the amount you pay into your product.

3. If your investments are held on a platform (a platform is an online investment administration service) you may choose to pay our charges out of the funds held within the platform cash account (where the platform provider offers this facility).

If you select option 2 or 3 we will discuss in full with you how it works and the implications of using this payment method with you prior to putting it in place.



ONGOING SERVICES



The ongoing suitability of any products we have arranged for you will only be kept under review as part of an agreed ongoing service for which you agree to pay. Any ongoing service will be agreed with you and confirmed in our service agreement.

We can offer you two levels of on-going service designed to provide periodic suitability reviews to ensure that recommended products remain relevant to your circumstances. Where we have agreed to undertake a periodic suitability review this will be done on at least an annual basis.

	Transactional		Advisory		Wealth Management	
Description	If you are not interested in having any continued contact from our adviser in relation to on-going appropriateness or performance but want to retain the option of contact at your own request.		This is our 'light touch' service which includes a face to face meeting with your adviser once a year to review and update your financial plan.		If you want more regular contact with your adviser, this service includes a six monthly meeting with your adviser to review and update your financial plan.	
	%	£	%	£	%	£
Annual Charges	N/A	N/A	0.75% of the funds under management	For a fund of £100,000 you would be charged a fee of £750 per year.	1.0% of the funds under management	For a fund of £100,000 you would be charged a fee of £1000 per year.
Minimum Annual Charge	N/A		£500 per year		£750 per year	
Quarterly Portfolio rebalance	On request at additional charge of 0.2% of the value of your fund For a fund of £100,000 you would be charged an additional fee of £200.		On request at additional charge of 0.2% of the value of your fund For a fund of £100,000 you would be charged an additional fee of £200.		Included	
Telephone Access to Adviser	Not Included		Included		Included	
Portfolio Valuation	Not included		Via Online Portal		Quarterly with Portfolio Management Service	
e-Newsletter	Not included		Included		Included	
Portfolio Rebalance	Not included		Annually		Annual or Quarterly with Portfolio Management Service	
Suitability Review	Additional charge		Annual included		6 Monthly	
ISA Utilisation	Additional charge		Additional charge		Included	
Estate Planning Analysis	Additional charge		Additional charge		Included	
Online Access	Not included		Included		Included	

Charges and Costs

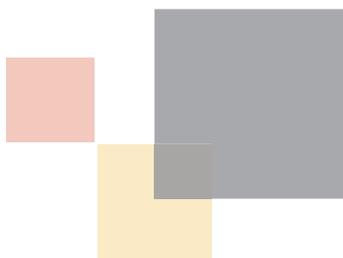
- The percentage charge of our ongoing service may be reduced for larger funds under management (funds in excess of £500,000).
- The amount of our annual ongoing charges may increase as the size of your fund grows.
- Charges for addition services will be based on our hourly rate.

Paying our ongoing charges

Payment of ongoing charges can be made either by:

1. A regular fee, paid by standing order
2. By deduction from your investment(s) on a monthly, quarterly, six-monthly or annual basis, where the product / platform provider is able to offer this facility

Ongoing services can be cancelled at any time by simply informing us in writing but please note that we reserve the right to charge you for services provided prior to cancellation.



DESCRIPTION OF SERVICE ELEMENTS

Telephone Access to Adviser

When you require support /guidance you may contact us. Where we are not available at the time of your call, we will contact you back within the next 24 hours, subject to normal working hours.

Portfolio Valuation

This provides a consolidated snap shot of your current position.

Newsletter

On a regular basis we issue a newsletter highlighting current events in the field of financial services which we deem to be of relevance to our clients. To reduce the amount of paper being issued, this may be distributed by email or via your Opal Client Portal.

Portfolio management service

Your valuation will be divided, based upon the underlying assets, and the allocation of these will be assessed against your recorded objectives and attitude to risk. Suggestions on any rebalancing action to be taken, for example to rebalance the portfolio, will be made.

Suitability Review

A review of your current financial situation, attitude to risk and capacity for loss and a review of the continued suitability of your investments. A suitability report will be issued summarising our recommendations.

ISA Utilisation

Utilising your ISA allowances from existing holdings – transferring assets from taxed holdings to tax-privileged holdings to make use of your annual allowance as it arises (where suitable and appropriate).

Estate Planning

Regular review of your financial situation to assess potential inheritance tax liability.

The Financial Conduct Authority does not regulate Estate Planning Advice.

Online Access

We will provide you with secure internet access to view your personal portfolio information.



Other charges

Depending on the services we provide, there may be costs and charges (including taxes), not charged by us, but related to the financial products and services we arrange for you. These charges may be one-off charges (payable up front) or charges payable on an ongoing basis. For example:

- Service costs: If your investments are held on a platform (an online investment administration service) or held with a Descetionary Fund Manager (DFM), the platform provider / DFM will make a charge for administering / managing your investments.
- Investment costs: These are the costs relating to the manufacturing and managing of your investments – for example, fees charged by the investment fund manager, costs relating to investment transactions.

We'll always disclose any third party costs as part of making our recommendations.

Before we provide you with our advice we will add together all the costs and charges payable so that you are able to understand the overall costs of our services and recommendations. This is referred to as aggregated costs and charges information.



PROTECTION PLANNING

Our advised protection planning services are suitable if you are looking for the best way to protect you, your family or your business through products such as critical illness cover, health insurance and life cover. We advise on non-investment protection products e.g. term assurance, income protection and critical illness, from a range of insurers.

You can pay for our advised protection services by commission (where this is available) from the product provider. Where we are paid by commission we will tell you the amount before we carry out any business for you. Although you may pay nothing to us up front that does not mean that our service is free. You still pay us indirectly through deductions from the amount you pay into your product.

In respect of any regular premium policy which we have arranged for you, should you subsequently cease to pay premiums on the policy and in consequence we are obliged to refund the commission that has been paid to us, we reserve the right to charge you a fee representing the amount we have to repay, for a period of up to four years after commencement of the policy. We will confirm the

exact amount that will need to be repaid by you and the timescale over which it will need to be repaid in the suitability report we will send you when a recommendation is made. We will not charge any such fee if you exercise your right to cancel in accordance with any cancellation notice sent to you by the life insurance company.

Mortgage advice

Our mortgage services are designed to provide you with the best mortgage solution for your needs. We advise on mortgage products, this means that we will make a recommendation for you after we have assessed your needs.

We offer a comprehensive range of mortgages from across the market, but not deals that you can only obtain by going direct to a lender. We offer mortgages in the non-business and business markets and first charge and second charge loans in both markets.

Where we propose to advise on a regulated mortgage we will provide a separate Mortgage Service document detailing the services we offer and the costs of those services.

CANCELLATION

Termination of this Agreement

You or we may terminate this agreement and 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 this agreement unless otherwise agreed in writing. You will be liable to pay for any transactions made prior to termination and any fees outstanding, if applicable.

Ongoing services can be cancelled at any time by simply informing us in writing but please note that we reserve the right to charge you for services provided prior to cancellation.

Product cancellation rights

Full details of the products we recommend to you including, for example, the minimum duration of the product, information on your right to cancel or whether no right to cancel exists, and any other early termination rights and penalties, will be covered in the relevant product disclosure information you will receive before the conclusion of any contract.

In most cases you can exercise a right to cancel by withdrawing from the contract. In general terms you will normally have a **30 day cancellation period** for a life,

protection, payment protection or pension policy and a **14 day cancellation period** for all other policies. Please note that there is **no right** to cancel a mortgage contract once the mortgage transaction has been concluded.

Instructions for exercising the right to cancel, if applicable, will be contained in the relevant product disclosure information which will be provided to you.

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.

In respect of any regular premium policy which we have arranged for you, should you subsequently cease to pay premiums on the policy and in consequence we are obliged to refund the commission that has been paid to us, we reserve the right to charge you a fee representing the amount we have to repay, for a period of up to four years after commencement of the policy. We will confirm the exact amount that will need to be repaid by you and the timescale over which it will need to be repaid in the suitability report we will send you when a recommendation is made. We will not charge any such fee if you exercise your right to cancel in accordance with any cancellation notice sent to you by the life insurance company.

OUR OBLIGATIONS



Recommendations

We will confirm to you in writing the basis of our recommendations along with details of any special risks associated with the products recommended. Before making any recommendations we'll carry out a suitability assessment so that we are able to act in your best interests.

Where we agree to provide you with a service that includes an ongoing review of the suitability of the investments we have recommended, we'll carry out this review at least annually. To do this we will need to make contact with you to assess whether the information we hold about you remains accurate and up to date. We'll issue you with a report setting out the results of our assessment and, if relevant, any updated recommendations.

Best execution

Where we send investment applications on your behalf to third parties (e.g. to put an investment into force), we'll take all sufficient steps to ensure that we obtain the best possible result for you. This is referred to as 'best execution'.

We have a best execution policy. If you want to see a copy of it please ask us.

Anti-money laundering

We are required by the anti-money laundering regulations to verify the identity of our clients, to obtain information as to the purpose and nature of the business which we conduct on their behalf, and to ensure that the information we hold is up-to-date. For this purpose we may use electronic identity verification systems and we may conduct these checks from time to time throughout our relationship, not just at the beginning.

Conflict of interests

Although we'll always try to act in your best interests there may be situations where we or one of our other clients has some form of interest in the business being transacted for you. If this happens or we become aware that our interests

or those of one of our other clients conflict with your own interests, we'll write to you and ask for your consent to proceed before we carry out any business for you. We'll also let you know the steps we'll take to make sure you are treated fairly.

We have a conflicts of interest policy. If you want to see a copy of it please ask us.

Other benefits we may receive

Although we'll always try to act in your best interests there may be situations where we or one of our other clients has some form of interest in the business being transacted for you. If this happens or we become aware that our interests or those of one of our other clients conflict with your own interests, we'll write to you and ask for your consent to proceed before we carry out any business for you. We'll also let you know the steps we'll take to make sure you are treated fairly.

We have a conflicts of interest policy. If you want to see a copy of it please ask us.

Business Support

We obtain professional support services from Sense Network Ltd who provide us with regulatory and business advice. Sense Network receive payments from product providers to cover the costs of including articles and other educational material in its communications to us. These are designed to be educational in nature and will therefore ultimately benefit you. These payments represent the costs of publishing these materials from which Sense Network does not make a profit.

Communicating with you

We may communicate with you by telephone, post, e-mail or in person. In certain circumstances, we may ask you to confirm any instructions in writing prior to implementation. All our communications with you will be in English.

YOUR OBLIGATIONS

Our advice will be based on the information that you give so it's important that you provide us with accurate and up to date information when we request details about your circumstances and objectives. This will allow us to provide you with suitable advice. If the information you provide is inaccurate or if you limit the information provided this could affect the suitability of the advice we give.

Under the FCA rules, we are required to consider whether it is in your best interests for us to act for you if you refuse to provide us with what we believe to be the necessary

information. We therefore reserve the right to decline to act for you if we believe you have not provided us with the requisite information.

As we are required by anti-money laundering legislation to know who we are dealing with, it would be helpful if you could bring to the meeting evidence of your identity and address. This would normally include either your passport or driving licence and a utility bill in your name. If these documents are not available please speak to the Adviser who will confirm what alternatives would be acceptable.

HOW YOU ARE PROTECTED



Opal Financial Management Limited is an appointed representative of Sense Network Limited, Brookdale Centre, Manchester Road, Knutsford, Cheshire, WA16 0SR which is authorised and regulated by the Financial Conduct Authority, 25 The North Colonnade, Canary Wharf, London E14 5HS.

The Financial Conduct Authority 'FCA does not regulate all forms of financial advice, including for example, advice on bank deposits, Auto-Enrolment pension schemes and tax avoidance schemes.

Sense Network Ltd's Financial Services Register number is 465124. Our Financial Services Register number is 602945. Sense Network Ltd's permitted business is advising on and arranging pensions, savings and investment products, non-investment insurance contracts and mortgages. You can check this 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 0800 111 6768.

Opal Financial Management Limited is an agent of Sense Network in respect of advice which is regulated by the FCA. Opal Financial Management Limited is not an agent for Sense in respect of advice not regulated by the FCA.

Sense Network will not be liable for any losses that may arise from advice in relation to non-regulated advice. In some circumstances, these may also mean that you will not have recourse to statutory protection schemes such as the FSCS or the FOS.

Unless we notify you in writing to the contrary, we will be treating you as a **retail client**. This means that you are afforded the highest level of protection under the regulatory system and should have the right to take any complaint to the Financial Ombudsman Service.

Complaints

If you are dissatisfied with a recommendation we have made you are entitled to make a complaint. We have a complaints procedure that is available on request. If you wish to register a complaint, please contact us:

- **In writing:** The Compliance Director, Sense Network Limited, Brookdale Centre, Manchester Road, Knutsford, Cheshire, WA16 0SR.
- **By phone:** Telephone 01565 658 840
- **By e-mail:** complaints@sense-network.co.uk

Please be assured we treat complaints seriously. For your further protection if you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service ('FOS'). Full details of the FOS can be found on its website at www.financial-ombudsman.org.uk.

If your complaint relates to products or services you have bought from us online, or by other electronic means such as by email, you may refer your complaint to the online dispute resolution (ODR) platform at:
<http://ec.europa.eu/odr>.

Financial Services Compensation Scheme

We are also covered by the Financial Services Compensation Scheme ('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.

- **Investments:** most types of investment business are covered for up to a maximum of £50,000.
- **Insurance:** advising and arranging is covered for 100% of the claim, without any upper limit.
- **Mortgages:** advising and arranging is covered up to a maximum limit of £50,000.

We may also, on occasion, advise on other financial products which are not regulated by the Financial Conduct Authority (FCA). The Financial Services Compensation Scheme does not apply to any of these products.

Further information about compensation scheme arrangements is available from the FSCS at:
www.fscs.org.uk/consumer

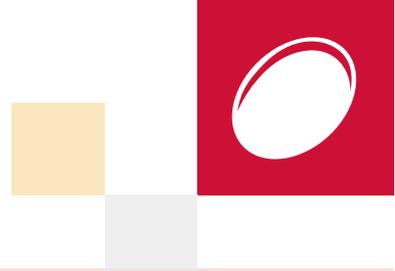
Client money

We are not permitted to handle client money and we cannot accept a cheque made out to us or a similarly named account or Sense Network (unless it is in respect of an item for which we have sent you an invoice) or handle cash.

Please note that Sense will not be liable for any losses which you may sustain by your failure to observe this important protection.



GENERAL INFORMATION



INVESTMENT RELATED

Documentation

We will endeavour to make arrangements for all your investments to be registered in your name unless you first instruct us otherwise in writing. All policy documents will be forwarded to you as soon as practicable after we receive them. If there are a number of documents relating to a series of transactions, we will normally hold each document until the series is complete and then forward them to you.

Investment Performance & Risks

Please be aware that investments can fall, as well as rise, and that you may not get back the full amount invested. The price of investments we may recommend may depend on fluctuations in the financial markets, or other economic factors, which are outside our control. Past performance is not necessarily a guide to future performance.

Specific warnings relevant to the investments, investment strategies or other products we recommend will be confirmed to you in your suitability report. Under the terms of this agreement, we may, if appropriate, advise you on investments which are not readily realisable. We would draw your attention to the risks associated with these investments as there is a restricted market for them. In some circumstances it may therefore not be possible to deal in the investment or obtain reliable information about its value.

Unregulated financial products

Our services may also include advice on investments relating to, or executing transactions in unregulated financial products including non-mainstream pooled investments (NMPI) such as unregulated collective investment schemes (UCIS). Accordingly, you should carefully consider whether such investments are suitable for you in light of your personal circumstances and the financial resources available to you.

MORTGAGE RELATED

Direct mortgage deals

We advise on mortgage products from the whole of the market. This means that we source the recommended mortgage from the range of mortgages available to "intermediary" firms. Certain lenders may offer products directly to the public, rather than via an intermediary firm, with more favourable terms. Accordingly our

recommendation to you will be based on the most suitable mortgage product incorporated within the range available to intermediary firms.

If there is a particular mortgage product that you are aware of which is available directly from a lender that you wish us to review and comment on, we are happy to do so. We may charge you a fee for providing advice in relation to this but would agree this with you at the time.

INSURANCE RELATED

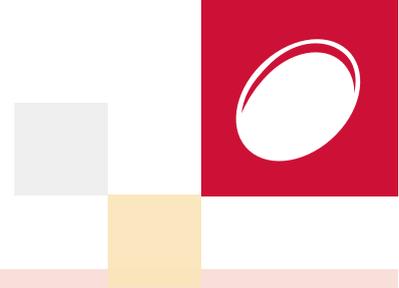
Providing information to your insurer

Your insurance / protection cover is based upon the information you provide to the insurance company. Where you are buying insurance as an individual, this means that you must take 'reasonable care' to answer all questions asked by the insurer fully and accurately. For general insurance policies such as car insurance or liability insurance, once cover has been arranged, you must immediately notify the insurers or us of any changes to the information that you have already

provided. Failure to provide accurate and up to date information may invalidate your insurance cover and mean that a claim may not be paid.

All other clients (e.g. commercial clients) must still disclose all 'material facts' (any information that may influence the insurer's decision over cover or terms) prior to inception and throughout the period of the policy. Again, failure to disclose material information may invalidate your insurance cover and could mean that a claim may not be paid.

GENERAL INFORMATION



LEGAL AND TAXATION

Jurisdiction

This agreement is governed by and should be interpreted in accordance with English law and you agree to submit to the non-exclusive jurisdiction of the English Courts.

Legal and accounting advice

Neither our firm nor our employees are qualified to render legal or accounting advice or to prepare any legal or accounting documents. It is hereby understood and agreed that the onus is on you, the client, to refer to a solicitor or accountant any point of law or accountancy that may arise during the course of discussions with us.

VAT

No VAT will generally be payable where you pass the "gateway test". This is effectively the point where intermediation (completing and placing your business with an appropriate provider) takes place to set up the solutions

to deliver your goals. There are six stages to intermediation. If only the first four stages are completed then it is deemed that you have not completed the "gateway test" and VAT will be payable.

The stages are:

1. Gather information about the customer (fact find)
2. Carry out research to find suitable investment options
3. Provide the customer with reports, financial health checks, forecasts
4. Recommend specific investment products to the customer, including the prices at which these can be arranged

Gateway Test:

5. Act between the product provider (s) and the customer with a view to arranging the sale of the Retail Investment Products agreed with the customer.
6. And, where applicable i.e. where the customer agrees to an on-going review service monitor the customers on-going position to ensure that the products continue to meet the requirements of the customer.

CONFIRMATION

This is our standard client agreement upon which we intend to rely. For your own benefit and protection you should read these terms carefully before signing them. If you do not understand any point please ask for further information.

I/We acknowledge that the client agreement will come into effect from the date of issue.

Date of issue:	<input type="text"/>
Client name(s)	<input type="text"/>
Client signatures(s)	<input type="text"/>
Date:	<input type="text"/>

Protecting your personal information

- To provide our services properly we'll need to collect information about your personal and financial circumstances. We take your privacy seriously and will only use your personal information to deliver our services.
- Processing of your personal data is necessary for the performance of our contract for services with you. Generally this is the lawful basis on which we intend to rely for the processing of your data. (Please see the reference to special categories of data below). Our policy is to gather and process only that personal data which is necessary for us to conduct our services appropriately with you.
- We adopt a transparent approach to the processing of your personal data. Sometimes, we may need to pass your personal information to other organisations. If you apply to take out a financial product or service we'll need to pass certain personal details to the product or service provider.
- We may engage the services of third party providers of professional services in order to enhance the service we provide to you. These parties may also need to process your personal data in the performance of their contract with us. Your

CONFIRMATION



personal information may be transferred electronically (e.g. by email or over the internet) and we, or any relevant third party, may contact you in future by what we believe to be the most appropriate means of communication at the time (e.g. telephone/ email /letter etc.).

- The organisations to whom we may pass your details also have their own obligations to deal with your personal information appropriately. Sometimes a product or service may be administered from a country outside Europe. If this is the case, the firm must put a contract in place to ensure that your information is adequately protected.
- We will issue you with our Privacy Notice. This is a separate document which provides more information about the nature of our personal data processing activities and includes details of our retention and deletion policies as well as your rights of access to the personal information that we hold on you.
- As part of this agreement we'll ask you to consent to the transfer of personal information in accordance with the protections outlined above.
- Special categories of personal data: there are certain categories of personal data that are sensitive by nature. The categories include: data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership and data concerning health. Depending on the nature of the products and services that you engage us for we may need to obtain your sensitive personal data particularly in relation to health. Our policy is that should we require any special category of personal data we will only gather this with your explicit consent.
- If you are concerned about any aspect of our privacy arrangements please speak to us.

Consent - Sensitive personal data

The primary basis on which we intend to process your personal data is for the performance of our contract with you. In the case where we need to process special category (sensitive) data as described above we require your consent by indicating your agreement to the following statement:

I / We consent to the processing of sensitive personal data as far as it is necessary for the services I / We require from Opal Financial Management Limited:

Client name(s)	<input type="text"/>
Client signatures(s)	<input type="text"/>
Date:	<input type="text"/>

Please note that you may withdraw this consent at any time by notifying us at our main business address.

We may also engage the services of third party providers of professional services in order to enhance the service we provide to you. These parties may also need to process your personal data in the performance of their contract with us. If you wish to know the names of these third parties please contact us for further information.

Consent - Marketing

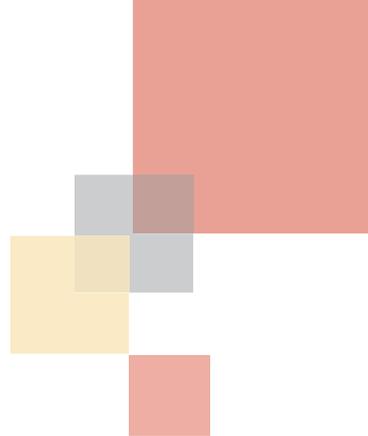
From time to time we may wish to contact you to offer additional products or services which may be of interest to you. In order to do this we require your consent by agreeing to one or all of the options:

I / we consent to be contacted for marketing purposes by:

Email: Telephone: Text message: Post: Other:

Client name(s)	<input type="text"/>
Client signatures(s)	<input type="text"/>
Date:	<input type="text"/>

Please note that you may withdraw this consent at any time by notifying us at our main business address.



01258 821529



advice@opalfinancialmanagement.co.uk



www.opalfinancialmanagement.co.uk



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Opal Financial Management Limited is an appointed representative of Sense Network Limited, which is authorised and regulated by the Financial Conduct Authority.

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Registered in England, no: 854472

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