

Retail Client Agreement

This agreement is issued on behalf of Charlwood Leigh Limited of Cameron House, Church Street, Leatherhead KT22 8EQ who can be contacted on 01372 374444 or by e-mailing nbarker@cleigh.com.

Authorisation

Charlwood Leigh Limited is Authorised and Regulated by the Financial Conduct Authority. The Financial Conduct Authority regulates the financial services industry in the UK and their address is 12 Endeavour Square, Stratford, London E20 1JN. You can check this on the FCA's Register by visiting <https://register.fca.org.uk/> FCA No. 145143 or by contacting the FCA on 0800 111 6768.

Client Categorisation

Each client with whom the firm does business is categorised to identify the level of regulatory protection to be applied. We believe in providing our clients with the highest level of regulatory protection available and we propose to classify you as a 'Retail Client' for Investment purposes.

Communications

We will communicate with you in English both verbally and written for the sending and receipt of orders.

Services to be provided

With regards to investments that we have arranged for you, these will not be kept under review (unless otherwise agreed) but we will advise you upon your request, subject to an agreed fee. However, we may contact you in the future by means of an unsolicited promotion should we wish to contact you to discuss the relative merits of an investment or service which we feel may be of interest to you.

On issue of this letter any subsequent advice or recommendation offered to you will be based upon your stated investment objectives, acceptable level of risk and any restrictions you wish to place on the type of investments or policies you are willing to consider. We will issue you a suitability letter to confirm our recommendation.

Charlwood Leigh Limited **does not handle clients' money**. We never handle cash or accept a cheque made out to us unless the cheque is in settlement of fees or disbursements for which we have sent you an invoice.

We will also make arrangements for all your investments to be registered in your name unless you instruct us otherwise in writing. We will forward you all documents showing ownership of your investments as soon as is practicable after we receive them. Where a number of documents are due involving a series of transactions, we normally hold each document until the series is complete, then forward them to you.

Restrictions

Unless advised to the contrary, we will assume that you wish to place no restrictions on the types of investment we may recommend and in which you may subsequently invest. We will assume that you wish to place no restrictions on the markets in which transactions are to be executed.

Advice and Instructions

Any advice given to you by us shall be in writing. We require our clients to give us instructions in writing, to aid clarification and avoid future misunderstandings. We will not accept oral instructions. We may, at our discretion, refuse to accept instructions although such discretion shall not be exercised unreasonably. We will record all transactions on our files which, along with copies of relevant documentation, will be retained by us for a period of not less than six years. You have a right to inspect copies of contract notes, vouchers and entries in our books or computerised records relating to your transactions. We reserve the right to withhold copies of these records if information to other parties would be disclosed.

On-going Adviser Fee

In addition to any initial adviser fee paid, Charlwood Leigh Limited may also receive a nominal on-going fee from a product provider. This fee is generally 0.5% to 0.75% of the fund value and is used to assist in covering the back-office administration costs, such as providing valuations and changing addresses as well as your consultant providing on-going advice on the investment. As an example, a NISA valued at £15,000 would pay £75 over a 12-month period. If at some future time you feel that you no longer require our services you have the right to cancel the on-going Adviser Fee.

Material Interest

We will act honestly, fairly and professionally. Occasionally situations may arise where we or one of our other clients have some form of interest in business transacted for you. If this occurs or we become aware that our interests or those of one of our other clients conflict with your interests, we will write to you and obtain your consent before we carry out your instructions, and detail the steps we will take to ensure fair treatment. In accordance with the rules of our regulator, The Financial Conduct Authority, we are prohibited from accepting any payment of commission or other non-monetary benefits from a product provider, for investment business.

Rights to Cancel

We will inform you of your statutory right to cancel. The Distance Marketing Directive normally grants you 30 days in which you may cancel a life or pension contract, or 14 days for an investment. However there will be occasions where no statutory rights are granted and this will be explained before any contract is concluded.

Complaints

If you wish to register a complaint, please write to Mr N Barker at Charlwood Leigh Limited, Cameron House, Church Street, Leatherhead KT22 8EQ, telephone 01372 374444. A summary of our internal complaints handling procedures for the reasonable and prompt handling of complaints is available on request. If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service.

Law

This Retail Client Agreement is 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 a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

Force Majeure

Charlwood Leigh Limited shall not be in breach of this Agreement and shall not incur any liability to you if there is any failure to perform its duties due to any circumstances reasonably beyond its control.

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 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.

Declaration/Client consent

I have read and understood the terms laid out in this agreement and the related 'Key facts' documents and have chosen for Charlwood Leigh Limited to be remunerated by;

- Payment of a fee.
- Payment via Product Provider
- Payment by a combination of the two above. An initial invoiced fee for the advice & implementation followed by a deduction from the product for the payment of the on-going service.

Pure Protection Only

- Payment of a fee.
- Charlwood Leigh Limited to be paid by commission from the provider.

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 hereby authorise the transfer of information, as described above on a confidential basis when warranted between such third parties. I agree that these Terms will come into effect from the date of issue.

Client Name(s) _____

Client Signature(s) _____

Date of Issue _____

November 2018