



Services Agreement

Financial Planning and
Wealth Management Services

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Kelsall Steele Investment Services Ltd is a boutique provider of professional, informed and impartial financial advice. We specialise in helping clients to define their desired lifestyle, then create a plan to ensure they achieve it.

Our financial planners listen. They genuinely understand what is important to you, then organise your financial resources and take away the complexity, giving you peace of mind your future is taken care of.

About you. About Us.

About You

You are a successful private client, business owner, Trust or charity and want to work with a professional adviser who will take the time to understand your individual needs, goals and objectives. Above all you would like someone to help you focus on what really matters. You know the value of good advice and appreciate an honest and ongoing relationship. Either visiting our office in Cornwall or inviting us to your home or offices, you appreciate that we understand your busy lifestyle and will work with you wherever it is convenient.

About Us

Based in Cornwall, Kelsall Steele Investment Services Ltd is a dynamic, award winning wealth management firm with the strength and support of one of the most well respected professional practices in the region.

Established over fifteen years ago to deliver independent financial planning and investment management to complement the accountancy services provided by Kelsall Steele, our firm currently advises on clients investments in excess of £75m.

Today, our ambitious team includes dedicated Financial Planners, paraplanner and administration team, committed to remaining at the forefront of solution design - helping successful individuals and businesses to achieve everything that is important to them.

Range of services.

We work in partnership with you to help you to achieve financial independence; to protect it throughout your life and pass it on to future generations.

Whatever stage in your life or business, our range of services can be tailored to meet your needs.

Private Client Services

- » Investment planning
- » Pensions and retirement planning
- » Tax and Trust planning
- » Financial Life Planning
- » Inheritance tax mitigation
- » Life assurance and protection
- » Critical illness
- » Income protection

Corporate Services

- » Group Pension Schemes
- » Corporate Pension Planning
- » Death in Service
- » Group Income Protection
- » Private Medical Insurance
- » Critical Illness
- » Key Person Insurance
- » Corporate Wrap Services

Trusts and Charities

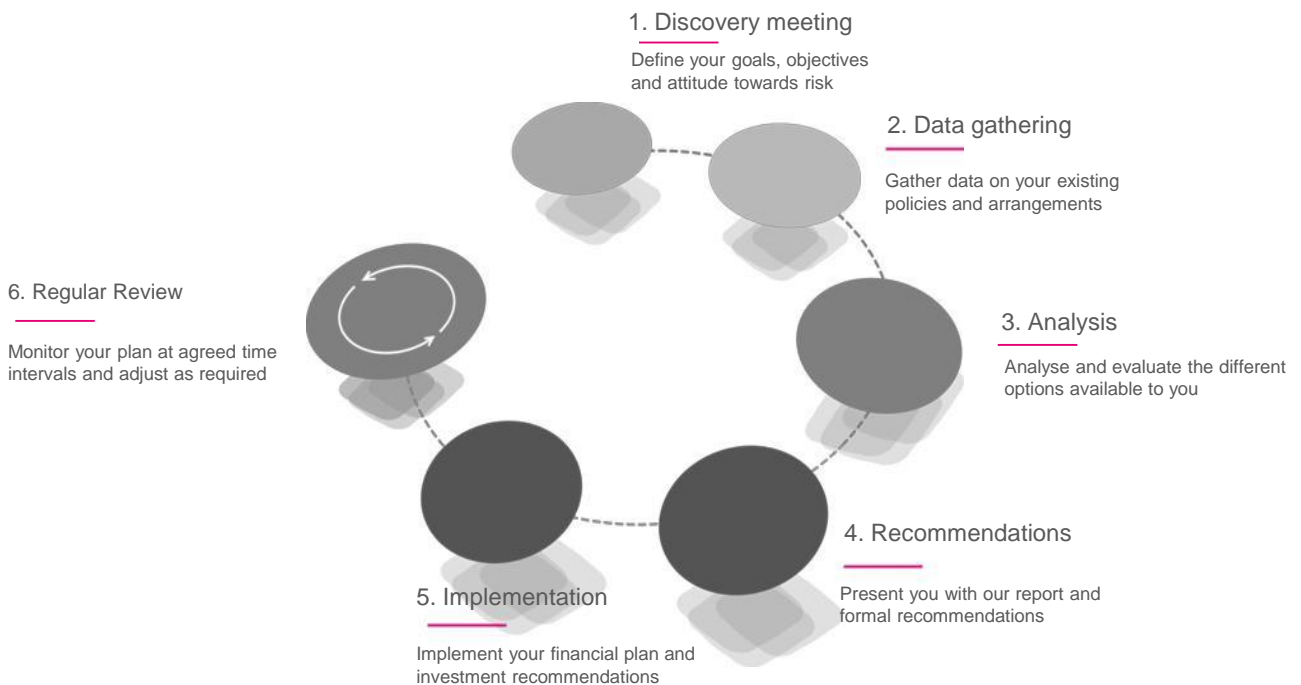
- » Establishment of Trusts
Trust and Charity
- » Investment

The Financial Conduct Authority does not regulate taxation and trust advice.

Structured advice process.

We believe that there are no standard solutions to meet your financial planning or investment management needs, as no two people or businesses have identical financial situations.

Our structured process enables us to fully understand your current situation, outlook, needs and financial goals. We then explore the range of available options and build a plan that is focused entirely on you.



Service customised to your needs.

Description	Financial Planning
Initial meeting without charge (to understand your needs and ensure we can service them)	✓
Analysis of existing policies and arrangements	✓
Goal setting and financial planning	✓
Response (calls answered within timeframe)	24hrs
Product recommendation and implementation	✓
Investment offering	Diversified Portfolio / Discretionary management
Thematic satellite investments	x
Investment communications	Quarterly
Rebalancing	Dynamic**
Wealth Management Newsletter	Quarterly
Retirement income forecasting service	✓
Shortfall analysis	✓
Unlimited telephone access	✓
Annual in-person review	✓
Full Lifestyle Financial Plan	✓
Taxation planning (including Inheritance Tax)	✓
Working with other professional advisers	✓
Cash management	✓
Charitable foundations	✓

*Additional services are available, subject to extra cost (e.g. cash-flow modelling)

**Dynamic rebalancing refers to the process whereby your portfolio is rebalanced automatically, to ensure it remains aligned to your agreed risk profile through time.

The Financial Conduct Authority does not regulate taxation and trust advice.

Streamlined investment process.

Our streamlined investment process is designed to manage risk and deliver returns aligned to your objectives.

1. Personal risk profiling

- › Your attitude towards investment risk and capacity for financial loss is established using our confidential Risk Profiling Questionnaire.
- › This structured questionnaire is provided in partnership with Morningstar, who have created a customised questionnaire and scoring system designed to evaluate the risk tolerance of individual investors.
- › Through a detailed analysis of your responses, we will generate a Risk Profile, which we will discuss and agree with you.



- › ***The value of your investment can go down as well as up and you may get back less than the amount invested.***

2. Strategic asset allocation

- › Once we agree your Risk Profile, we select a suitable strategic asset allocation, designed to meet your risk/return criteria.
- › The asset allocation (mix of investments including equity, fixed income, property and cash) we define is linked to the amount of risk you can tolerate and are prepared to accept.
- › Ibbotson is a leading research house in the UK is responsible for setting the asset allocation for our model portfolios.



a Morningstar company

3. Investment strategy

- › Once we define your asset allocation, we implement your portfolio using one of our chosen investment partners. Each partner has been selected based on their ability to deliver an investment strategy aligned to your needs - using an active, passive, or discretionary approach.

- › Active Managers



- › Passive Manager



Why work with us?

Our commitment to delivering unrivalled bespoke financial planning.

Unbiased, professional advice

We are an independent firm and value creative thinking, technical expertise, and working alongside other professionals to deliver advice genuinely aligned to your needs.

Risk management

We understand the need to balance risk and return. We recognise that whilst clients find it important to have a return on their investment, we don't agree with exposing you to unnecessary risk.

Ongoing, proactive service

After we deliver our recommendations we provide regular review meetings to ensure you remain on track. We appreciate that things can and will change over time. That's why we work in genuine partnership, proactively recommending modifications and adapting your plan.

Technology enabled

Technology underpins the delivery of our services. Secure online access to your portfolio will provide a single view of your investments, whenever or wherever you are.

Paying for our services.

We charge fees for the advice and services we provide. These can be settled in person (via cheque), taken from your investments (with prior agreement), or a combination of both.

Discovery meeting

We offer a without charge initial meeting. If you elect to proceed, work will commence on data gathering and plan preparation.

Initial Services Analysis, Research and Implementation

To analyse your existing policies and arrangements, research and recommend appropriate solutions, we may charge an advice fee. The actual fee paid will depend on the complexity of the work undertaken and will be confirmed to you in our fee agreement prior to any work being undertaken.

If you implement the agreed recommendations, this advice fee will be offset by our Implementation Fee.

Our Implementation Fee to set-up your account will be charged at up to 3% of the funds invested. This is determined based on the amount of work involved and agreed before we commence work. It is then invoiced directly or taken from your initial investment amount.

Ongoing Management Service

For ongoing servicing, all clients are charged an Annual Service Fee. This is typically charged at 1% and taken from your investments, so service tax does not apply.

To ensure that you are fully aware of what our advice costs are and how and when you are going to be asked to pay, we will always confirm our fees verbally and in writing to you.

Your terms & conditions.

Advice Services

This agreement is issued on behalf of Kelsall Steele Investment Services Limited which is authorised and regulated by the Financial Conduct Authority. FCA Number 185507. You can check this on the FCA's Register by visiting <https://register.fca.org.uk/> or by contacting them on 0800 111 6768.

Our Commitment to You

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

Kelsall Steele Investment Services Limited takes all our regulatory responsibilities very seriously and we ensure that all our staff are required to demonstrate their competence to undertake their role and our business is structured in a manner that is designed to meet in full all the requirements set by our regulator, the Financial Conduct Authority, and under European Securities and Market Authority Rules.

Client Classification

Investment

Kelsall Steele Investment Services Limited classifies all clients as 'retail clients' for investment 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. Please note that should you wish to be considered as a different category of consumer for investment business, such as a professional client or eligible counterparty you must inform us in writing

We will provide you with a new client agreement and you may lose a number of protections which will be outlined in that new agreement.

Non-investment and General Insurance

Kelsall Steele Investment Services Limited classifies all clients as 'consumers' for non-investment insurance business, which means you are afforded all protections under the rules of the Financial Conduct Authority (FCA).

Should we need to classify you differently we will discuss this with you, however, you should be aware that you may lose a number of regulatory protections which will be outlined in a revised agreement.

Methods of Communication

Unless you advise us otherwise, we will communicate with you via the following methods: in person, email, phone, letter, fax.

Investment and Non-Investment Insurance Services

Kelsall Steele Investment Services Limited is permitted to advise on and arrange (bring about) deals in investments and non-investment insurance contracts.

The firm does not handle clients' money. We never accept a cheque made out to us (unless it is a cheque in settlement of charges or disbursements for which we have sent you an invoice) or handle cash.

Scope of Advice, Investment and Pension

Independent Advice

We will only provide advice and make a recommendation to you having fully assessed your financial needs and objectives.

This means that we will spend some time discussing with you: what you want to achieve financially and see if the advice and services that we offer are going to be appropriate to address them.

It is important to us that you fully understand how we go about doing this, so please do ask us for more detail if anything is unclear to you.

Our Investment proposition

We have constructed an investment proposition that has been designed over time to meet many of our client's needs. Often our clients share common characteristics in terms of their financial circumstances and financial objectives. Where our investment proposition is not going to be suitable to meet your needs, we will look outside of this to find a bespoke solution that will.

We have close relationships with certain parties used within this proposition, which we describe below.

IMPORTANT INFORMATION ABOUT KELSALL STEELE INVESTMENT SERVICES LIMITED & TATTON ASSET MANAGEMENT PLC ("TAM")

If we think that it would be in your interests, we will:

- Invest, or recommend that you invest, in the products manufactured by Tatton Investment Management Ltd, Tatton Onshore Tax Strategies Ltd, Tatton Oak Ltd, Paradigm Partners Ltd and any other firm that TAM may acquire in the future that offers relevant products and/or services.
- Use, or recommend that you use, the services of Tatton Investment Management Ltd, Tatton Onshore Tax Strategies Ltd, Tatton Oak Ltd, Paradigm Partners Ltd and any other firm that TAM may acquire in the future that offers relevant products and/or services.

Tatton Investment Management Ltd, Tatton Onshore Tax Strategies Ltd, Tatton Oak Ltd, Paradigm Partner Ltd (the "Companies") are wholly owned subsidiaries of Tatton Asset Management Plc.

Kelsall Steele Investment Services Limited owns 70,381 of the shares issued by Tatton Asset Management Plc which is considered to be a minority shareholding. The value of these shares depends, at least in part, on how profitable the Companies are, and how profitable they are expected to be.

Tatton Asset Management's shareholders may also receive a dividend payment from TAM once or twice a year. How likely it is that a dividend will be paid, and how big that payment will be, also depends, at least in part, on how profitable the Companies have been.

We have systems and controls in place to make sure that our shares in TAM do not create any possible disadvantage for you.

IMPORTANT INFORMATION ABOUT KELSALL STEELE INVESTMENT SERVICES LIMITED & Amber Financial Investments Limited ("Amber")

If we think that it would be in your interests, we will:

- Invest, or recommend that you invest, in products held on the Amber platform.
- Use, or recommend that you use, the services of the Amber platform and any other firm that Amber may acquire in the future that offers relevant products and/or services.

Amber Financial Investments Limited is registered in England and Wales Company no: 7630847 and is authorised and regulated by the Financial Conduct Authority, firm reference number 557354.

Kelsall Steele Investment Services Limited owns 4,800 of the shares issued by Amber IFA Company Limited which is considered to be a minority shareholding. Amber IFA Company Limited is an investor in Amber Financial Investments Limited. The value of these shares depends, at least in part, on how profitable the Company is, and how profitable they are expected to be. There are no voting or dividend rights attached to the shares, in Amber Financial Investments Limited.

We have systems and controls in place to make sure that our shares in Amber IFA Company Limited do not create any possible disadvantage for you.

It is important to note that we have chosen to work with these parties because they offer products that are from across the whole of market and are not selected unless they meet a rigorous selection process.

Financial Products

In respect of the financial products that we use, we do not restrict ourselves to certain types of products. We will look across a range of products which are called Retail Investment Products; we will also look at structured products as well. We use research tools to select these products using criteria set to meet your needs and will not use pre-determined lists or only a small range of preferred providers. We aim to find the right product to meet your needs on each and every occasion.

Product Providers

In respect of the product providers that we use: we do not restrict our advice to certain companies. Instead, we use research tools to help us find the company that provides the right products to meet your needs.

Non-investment Insurance

We offer products from a range of insurers on the basis of a fair analysis of the market, for example; for Term Assurance, Critical Illness and Income protection policies.

We will only provide advice and make a recommendation to you having fully assessed your financial needs and objectives.

Conflicts of Interest

We have a legal and regulatory obligation to take all appropriate steps to identify and to prevent or manage conflicts of interest from arising. In the event of any of our business interests or activities creating a potential conflict of interest we will ensure that we take all appropriate steps to manage the potential conflict by maintaining robust systems, controls and staff training. In the unlikely event that we are unable to prevent the potential conflict, we will fully disclose to you, the general nature and/or sources of conflicts of interest and the steps taken to mitigate those risks.

Best Execution

It is our policy to transact your business in order to achieve the best possible results in terms of the:

- Price of products, providers and services
- Cost of advice
- Speed
- Size and Nature of the transaction
- Effectiveness of the Platform/ Provider/ Service Provider

Accounting to You

We will forward to you all documents showing ownership of your investments as soon as practicable after we receive them; where a number of documents relating to a series of transactions is involved, we will normally hold each document until the series is complete and then forward them to you.

Payment for our Services

To ensure that you are always fully aware of what our advice costs and how and when you are going to be asked to pay for this, we will always confirm this verbally and in writing to you.

Typically if we agree for you to pay by way of an invoice, we will issue this, and you will be required to pay this within 30 days, or we will agree what our fee is to be; and take this by way of a separate cheque. Or we may agree to pay for our advice by way of a deduction from the investment amount sent to the platform or fund manager prior to its investment. To facilitate this; the provider will need explicit evidence that you have agreed to this method of payment and we shall ask you to confirm this for onward transmission to the provider.

Please note that if you have paid for our advice by way of a cheque, and you subsequently cancel the policy within the statutory cooling off period, we will not refund the fee received.

We offer the option to pay our fee by different methods; we will agree which method of payment is most appropriate to your needs and confirm this to you in the Fee Section of our Report.

Our fee will become payable once you accept our recommendation and we will confirm this to you in the Fee Section of our Report.

Our firm does not currently charge VAT.

Kelsall Steele Investment Services Limited offers you an initial meeting to understand in broad terms, your needs and objectives and to agree with you that our services are right for you going forward. This meeting usually lasts for around one hour, the cost of which is met by our firm.

Thereafter, we charge for our advice as shown above

Transactional service

Kelsall Steele Investment Services Limited offers a transactional advice service and an advice and on-going review service and we will agree which level of service is most appropriate to your needs.

In the transactional service basis, we will provide the following:

- › A full explanation of our company, how we work to explain the services that our company offers, so that you will fully understand the level of services and advice you can expect from us.

- › A financial review; we will take the time to understand and agree with you; your needs and objectives based on a comprehensive review of your current financial position.
- › Completion of a detailed risk analysis assessment to fully understand your attitude and tolerance to risk
- › Research the market place to ensure the most appropriate provider is recommended
- › Typically we will arrange a second meeting to fully discuss our recommendations and provide you with personal illustrations
- › All our advice will be confirmed in writing to you
- › We will forward any policy documents(s) to you as required.
- › Your investments will not be kept under review, and we will not provide any on-going advice, of course you are welcome to ask us to provide further advice, but we will charge separately for this.

Advice and Review Service

The advice and review service includes the above along with the offer of an annual face to face review meeting; our newsletter sent to you every 3 months and an annual policy statement showing the value of any investments we have arranged for you. For clients who invest in our WRAP funds, these will be automatically rebalanced each quarter.

Payment by Fee (Initial Advice)

You may pay us for our initial advice by way of a percentage of the funds invested or an hourly rate (Where we agree a fee payment by separate cheque 100% of the investment amount will be invested).

Example of our implementation fee as a percentage of the funds invested

<u>Investment Amount</u>	£50,000	£75,000	£150,000	£250,000+
Our typical initial charge at 3% would be:	£1,500	£2,250	£4,500	£7,500
The amount invested would then be:	£48,500	£72,750	£145,500	£242,500

All figures quoted are purely for example, the actual fee paid will depend on the complexity of the work undertaken and this will be confirmed to you in the Fee Section of our Report.

Hourly Rates

Fees payable will be calculated by taking into account the number of hours required to undertake the work and the hourly rate of the individual carrying out the work.

If work is undertaken purely on an hourly rate basis you may also ask us not to exceed a given amount without checking with you first or we may agree a fixed fee for work undertaken

See the following table for an example of our fee charged at an hourly rate

Example of our fee charged at an hourly rate for services provided for a lump sum investment

<u>Staff Role</u>	<u>Hourly Rate</u>	<u>Estimated Hours</u>	<u>Total Staff Costs</u>	
Director/ Financial Adviser	£175	2	£350	
Paraplanner	£100	3	£300	
Administrator	£50	2	£100	£750
				Total Charge

The actual fee paid will depend on the complexity of the work undertaken and will be confirmed to you prior to any work being undertaken.

Regular Premium Business

It is our company policy to arrange for the payment for our advice to be deducted from the total amount collected by the product provider. Our fee will be forwarded to us and your contribution will be credited to the provider. The full details will be shown to you on the client specific illustration.

Example of our implementation fee as a percentage of the funds invested:

<u>Regular Monthly Premium</u>	£100	£200	£300
Our typical initial monthly charge at 3% would be:	£3	£6	£9
Our typical initial charge per annum, payable throughout the contract period would be:	£36	£72	£108

In some circumstances, we may ask for a separate cheque, payable to our firm. The full details of which will be shown to you on the client specific illustration.

Termination of our services (initial advice)

You or we may terminate our authority to act on your behalf at any time.

You will be liable to pay for any advice or services that you have received prior to the date of termination. This means that where we have agreed the advice and services that we will provide for you and we have agreed to receive payment for these, either by means of a fee for investment business or by receiving commission from a provider for non-investment business you will have to pay us for any work we have completed up to the date of termination. .

Non-investment Insurance

No fee will be charged, unless you specifically request this.

We will tell you how much the commission will be before you complete the policy but you can ask for this earlier and you will receive a client specific illustration which will detail any other fees relating to your particular insurance policy.

Ongoing Service Charges

Example of ongoing advice charges.

Service	Investment Amount	Annual Charge	Example Fee
Advice & Review Service	£50,000	1%	£500
Advice & Review Service	£75,000	1%	£750
Advice & Review Service	£150,000	1%	£1,500

The actual fee charged will vary depending upon how the investment performs and it will increase as the fund grows.

Termination of our services (ongoing advice)

You have the right to cancel payment for our on-going services by giving us 14 days' notice, in writing. Where you hold assets within a WRAP, you need to be aware that there will be terms and conditions applicable, such as your agreement with the wrap provider in respect to facilitating our fees, which means you may need to instruct the wrap provider directly and arrange for the removal of assets from the WRAP or appoint another adviser who will be able to access your assets and provide further on-going advice to you. We will be pleased to assist you at this time in cancelling our service to you, making sure that any WRAP provider is informed of this cancellation.

Complaints

If you wish to register a complaint, please contact us in writing at the above address or telephone us on (01872 271655). If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service. <http://www.financial-ombudsman.org.uk>

Compensation Arrangements

We have briefly set out some information about the Financial Services Compensation Scheme (FSCS) below. If you would like further information about compensation scheme arrangements, details are available at www.fscs.org.uk or call 0800 678 1100.

Most of the products we advise on are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if product providers or we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

The actual level of compensation you receive will depend on the basis of your claim. The FSCS only pays compensation for financial loss. Compensation limits are per person per firm, and per claim category (listed below).

Investment

Most types of investment business are covered for 100% of the first £85,000 per person per firm, so the maximum compensation is £85,000 per person per firm.

Insurance

Protection is at 100% where:

(1) The claim is in respect of a liability subject to compulsory insurance (for example car insurance).

(2) The claim is in respect of:

- A relevant omission*;
- A professional indemnity insurance contract, or would be in respect of a professional indemnity insurance contract if the insurance contract had been effect

(3) The claim is in respect of:

- A relevant omission* ;
- In respect of a relevant general insurance contract or would be in respect of a relevant general insurance contract if the insurance contract had been effected; and
- Arises from the death or incapacity of the policyholder owing to injury, sickness or infirmity

(4)The claim is in respect of:

- A relevant omission*; and
- A pure protection contract, or would be in respect of a pure protection contract if the insurance contract had been effected

(5) In all other cases: 90% of claim

*Relevant omission meaning: where the insurance intermediary has failed to:

- a. Pay monies to an insurer; or
- b. Pay monies that it has received from an insurer; or
- c. Take steps to cause a contract of insurance to be effected by an insurer

Deposits

Money in accounts like current and savings accounts, including cash Individual Savings Accounts (ISA's) are covered up to £85,000 per authorised firm (£170,000 for a joint account). It should be noted that 'authorised firms' may have brands. The FSCS will provide a £1million protection limit for temporary high balances held with your bank, building society or credit union if it fails. A temporary high balance would apply when payments have been received in respect of specified life events, details of which can be obtained from FSCS.

Kelsall Steele Investment Services Limited

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Truro Business Park

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Client declarations.

This is our standard Service Agreement upon which we intend to rely, the services to be provided are detailed here in. 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.

Conflicts of Interest and Data Protection

Please tick this box to confirm that you have read the Conflicts of Interest section

By signing below I/we agree that this Services Agreement will come into effect from the date of signature. Before doing so, please contact us if you have any queries or concerns.

Client Name(s):

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Client Signature(s):

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Date of Issue:

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