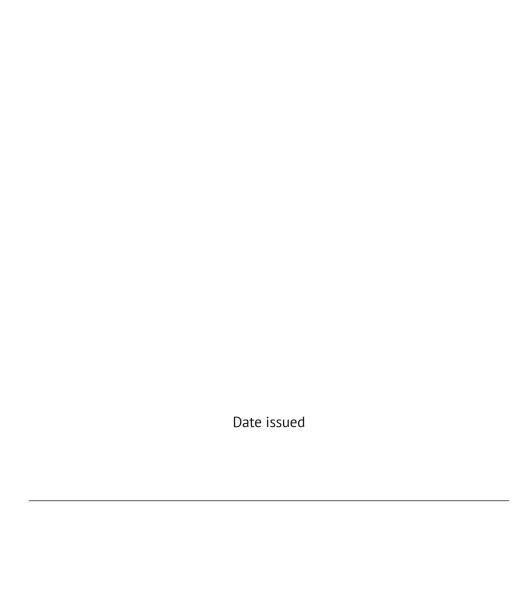
Carlile Alexander PRIVATE WEALTH

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Carlile Alexander Private Wealth

ABOUT US AND HOW WE WORK WITH YOU

Carlile Alexander Private Wealth is authorised and regulated by the Financial Conduct Authority. Registered Office Fountain Court, 2 Victoria Square AL1 3TF. Registered in England and Wales, company number 10853464.

You can check this on the FCA's Register by visiting the website https://register.fca.org.uk/.

Client Classification

Investment

Carlile Alexander Private Wealth 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 customer 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

Carlile Alexander Private Wealth 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 aware that you may lose a number of regulatory protections which will be outlined in a revised agreement.

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 (where applicable). Any advice provided will be confirmed to you in writing.

Carlile Alexander Private Wealth 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.

Methods of Communication

Unless you advise us otherwise, we will communicate with you via the following methods of communication, Face to Face, E-mail, Telephone & Letter.

Language

Please note that all our communications and documents will be provided to you in English.

Client Money

Carlile Alexander Private Wealth 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.

Introductions to a Third Party

We may receive a fee for making introductions to third party product or service providers. Should we receive a fee we will confirm in writing to you what that fee will be.

When acting as an introducer, marketer or promoter of a scheme, no responsibility is accepted for any matters arising from the referral to the scheme product provider. It is your responsibility to ensure that you enter into separate Terms & Conditions with the third-party advisor.

Data Protection

For details of our Data Protection statement and policy, please see our separate Data Protection Statement and consent form, which will be provided separately to you.

INVESTMENT SERVICES

Investment Permissions

Carlile Alexander Private Wealth is permitted to advise on and arrange (bring about) deals in investment contracts.

Transactional Only with regard to investments contracts which we have arranged for you, these will not be kept under review unless we agree otherwise with you; but we will advise you upon your request.

With Service Provision, we will provide services to you as more fully outlined in our Services Document.

Scope of Advice

Restricted Advice

We are restricted in the advice that we may offer you. 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.

How we Restrict our Advice on Products:

- We do not offer advice on Non-Mainstream Pooled Investments or Structured Capital at Risk Products.
- We do not offer advice on National Savings Products (NS&I) or Cash ISAs

How we Restrict our Advice on Providers:

Pensions

We only offer products from a limited number of providers who we have deemed to meet all the necessary client objectives, please ask us for a list.

Investment

We only offer products from a limited number of providers who we have deemed to meet all the necessary client objectives, please ask us for a list.

Discretionary Fund Management

We utilise the services of various investment management firms who specialise in researching and managing investment products and allowing us to offer you a discretionary management service, where we believe this most suits your needs.

Investment Portfolios

The Portfolios offered are available on the Hubwise and Embark platforms.

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. Further Details of our conflict of interest policy is available on request.

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

NON – INVESTMENT AND GENERAL INSURANCE SERVICES

Non-Investment and General Insurance Permissions

Carlile Alexander Private Wealth is permitted to advise on and arrange (bring about) deals in non-investment and General insurance contracts. We are an insurance intermediary and act on behalf of clients and not insurers.

Non-investment Insurance

We offer a personal recommendation on the basis of a fair and personal analysis of the market.

Which Service Will We Provide You With?

We will advise and make a recommendation for you after.

What Will You Have to Pay Us for This Service?

No fee, we will be paid commission by the provider.

You will receive a quotation which will tell you about any other fees relating to any particular insurance policy.

IMPORTANT INFORMATION

Accounting to You

We will forward to you any documents we receive in relation to business transacted as soon as practicable; 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.

Complaints

If you wish to register a complaint, please contact us in writing at address at the front of this agreement or telephone us on (020) 7859 4003

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.

Protection, non-Investment Insurance mediation.

Protection is at 100% without Limit, where the claim is in relation to a long-term care insurance contract that is a pure protection or the claim is in respect of a liability subject to compulsory insurance.

Deposits

Money in accounts like current and savings accounts, including cash Individual Savings Accounts (ISAs) are covered up to £85,000 per authorised firm (£170,000 for a joint account). It should be noted that 'authorised firms' may have different 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.

Clients Consent

This is our standard 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 agree that this standard agreement will come into effect from the date of issue.

Client Name(s)			
Client Signature(s)			
Date of receipt			

OUR SERVICE LEVELS, INITIAL FEES AND ON-GOING PAYMENT OF SERVICES

Introduction

To ensure that you are always fully aware of our advice costs and how and when you are going to be asked to pay for this verbally and in writing, asking for your consent by signing our client engagement letter where we will confirm the exact amount and your preferred payment method.

Generally, we will ask you to pay for our services at the end of the advice process and we will confirm this to you in our client engagement letter.

Payment for Services

We will provide with the following service, the cost of which is covered by our implementation fee.

- A full explanation of our company, how we work and a written explanation of the services that our company offers, so that you will fully understand the level of services and advice you can expect from us
- A full financial review will always be offered in order to understand and agree with you; your needs and objectives based on a comprehensive review of your current financial position. Full details of our financial review service are confirmed in our client engagement letter.
- Completion of a detailed risk analysis assessment to fully understand your attitude and tolerance to risk
- Research of the marketplace to ensure the most appropriate provider is recommended
- All our advice will be confirmed in writing
- We will forward any policy documents(s) to you as required.

Payment by Fee (Initial Advice)

You may pay us for our initial advice by way of a percentage of the funds invested, a fixed fee or an hourly rate.

Please note if you pay our fee by way of a separate cheque 100% of the investment amount will be invested.

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

Example Investment	Typical charge is 1.5%	Amount Invested
£50,000	£750	£49,250
£100,000	£1500	£98,500
£200,000	£3,000	£197,000

All figures quoted are purely for example, the actual fee paid will depend on the complexity of the work undertaken and will be confirmed to you in our client engagement letter prior to any work being undertaken.

Implementation Fees - Regular Premium Investment

We do not charge implementation fees for Regular Premium Investments.

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.

Ongoing Service Option

Once you have decided to implement your Financial Plan it is recommended to benefit from on-going monitoring and review. CAPW Limited has created services tailored to the Financial Planner and team that will be able to assist you in achieving your identified goals. We have set these out within the attached document 'CAPW Services'.

We will agree with you the frequency of these meetings the service you will receive. Once we have agreed the service you will receive we will confirm this in our letter of engagement Our ongoing services option incorporates a periodic suitability review of the investments recommended, this is to ensure the original recommendation remains suitable This periodic assessment will be completed at least annually, however the frequency may be increased when taking into account your risk profile and the types of financial products that you have been recommended.

Example of ongoing advice charges

Example Investment Amount	Annual Service Charge	Example Annual Service Fee
£75,000	0.75%	£562.50
£150,000	0.75%	£1125

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

Termination of Our Services (On-going Advice)

You have the right to cancel payment for our on-going services. 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.