

Our Services & Charges Overview

Five guiding principles define our approach to charges:

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No Bias at Equilibrium, we want to be paid for managing your money, not moving it around. Our ongoing fees are therefore based on a percentage of your portfolio value, rather than a transactional based charge. A single fee covers all aspects of our service and, as a result, you can be confident that if we decide to switch funds or recommend a change of provider, this is with the sole aim of improving your portfolio.

2

Transparency at each annual review meeting, we will provide you with a detailed schedule of any income we have received in relation to your portfolio during the year. Where commissions have been received by us in relation to existing investments, they will be offset against the fees we charge.

3

Added Value we believe that fees should be justified by the results achieved. At each annual review meeting, we will explicitly seek to demonstrate the ways in which we have enhanced your investment in both good and bad years alike.

4

Control we have confidence in the quality of our advice and the value that we add. We also believe it is critical that you share that confidence. Therefore, at each annual review meeting, we will ask you to confirm that we may retain the fees we have received during the year for our ongoing services. Where we agree that services or results have been unsatisfactory, then we will issue a part or full refund.

5

Consistently Fair we will be consistent with our fees; we will not offer a discount to one client that we would not be prepared to offer to other clients with similar circumstances. You can be sure that you are being treated fairly.

We ask for your commitment to notify us as soon as possible of any issues you might have with any aspect of our service and allow us the opportunity to rectify the problem. If, having done this, you are still not satisfied by the time of your next annual review, we will be pleased to refund any fees that you have paid to us during that year.

The Costs of Our Services We will always provide a 3 stage consultation process free of charge. This helps us to understand your financial objectives and how we can support you in working towards these. We will also discuss the cost, and levels, of our services both initially and throughout our relationship with you. What you pay will depend upon the services we provide and most services will involve the payment of an adviser charge, either by you directly or facilitated via a product/service provider. We will confirm our charges in writing before beginning work.

Investment Business & Adviser Charges Initial Charges

Our charges relating to new work, for example taking on a new client, carrying out a financial review of their circumstances, providing our recommendations and arranging the implementation of new products is typically payable in two stages, as detailed below. Please note that there is no obligation to proceed to the Implementation stage if you do not require us to put the recommendations that we have made into effect.

Services What's Included Basis of costs What our costs are Initial planning fee All meetings, providing the A tiered charging Portfolios up to £1.25m opportunity for structure based on a 0.375% of the value of assets This process allows us percentage of the value reviewed subject to: - You to ask questions to identify your goals, of your investment. A maximum fee of £3,125- You to find out what we do develop strategies and We will review the - Us to establish your needs formulate a proposal Portfolios over £1.25m - Both parties to discuss tiered levels at which for achieving those 0.25% of the value of assets and agree our services and our fees reduce every objectives. reviewed associated costs 5 years. This may have Typically, we estimate the effect of increasing Portfolios over £3m Fact finding process a 12 week period to the fees you pay. Our An aggregate percentage amount, fee structure was last complete this stage Risk profiling based on the following scale and therefore charge revised in January 2016 1/4 of our estimated and will be reviewed Cashflow forecasting 0.25% The first £3m standard annual fee. again in January 2021. 0.125% The next £3m Analysis of existing financial arrangements 0.0875% The next £4m Review of tax strategy Anything above £10m 0.0625% Provision of advice and recommendations Financial planning report

Services

Implementation

This process allows us to put the financial plan into effect by arranging and implementing the recommendations made.

What's Included

and proposal

Implementation of the solution, including

- Carrying out fund switches to existing plans
- Mitigating out of market risk
- Surrendering existing policies
- Arranging new policies
- All administration and completion of documentation
- Regular updates to keep you informed of progress

Basis of costs

A tiered charging structure based on a percentage of the value of your investment.

We will review the tiered levels at which our fees reduce every 5 years. This may have the effect of increasing the fees you pay. Our fee structure was last revised in January 2016 and will be reviewed again in January 2021.

What our costs are

Portfolios up to £1.25m 1% of the monies brought under our influence subject to:

A minimum fee of £2,500and

A maximum fee of £8,125

Portfolios over £1.25m Up to 0.65% of the monies brought under our influence, dependent upon complexity and subject to:

A minimum fee of £2,500

Ongoing Services

We will discuss the full range of our ongoing services with you and confirm the specific level of services we agree, depending upon your circumstances and requirements, in a separate Investment and Service Agreement.

Our ongoing charges commence at the end of the first quarter following our appointment, regardless of the duration of the planning stage.

Services	What's included	Basis of costs	What our costs are
Ongoing reviews specifically agreed with you to review the progress made and ensure your plan remains on track. During structured meetings at an agreed frequency, we will carry out an assessment of your current circumstances and make changes that are subsequently required. Between meetings, we will provide regular updates and information regarding your investments.	Quarterly postal valuations - Regular meetings at an agreed frequency Adhoc meetings on request Quarterly investment briefing events Discretionary management of your portfolio (if appropriate) Monthly newsletters Invitations to our seminars Annual review of your financial plan including: - Update of circumstances - Review of risk profile - Review of product wrappers to ensure tax efficiency - Cashflow forecasting - Estate planning Ongoing support with correspondence and administration Help with completion of tax returns Unlimited telephone contact	A tiered charging structure based on a percentage of the value of your investment. We will review the tiered levels at which our fees reduce every 5 years. This may have the effect of increasing the fees you pay. Our fee structure was last revised in January 2016 and will be reviewed again in January 2021.	Portfolios up to £1.25m 1.5% pa of the assets under our influence, subject to: A minimum fee of £1,250 A maximum fee of £12,500 Portfolios over £1.25m 1% pa of the assets under our influence Portfolios over £3m An aggregate percentage based on the following scale: The first £3m 1.00% The next £3m 0.50% The next £4m 0.35% Amounts over £10m 0.25%

Example Charges

Service	Portfolio size	What our costs are	How payable
Initial Charges Initial planning fee covers the first quarter in full Implementation	£ 100,000 £ 400,000 £ 750,000 £1,500,000 £ 100,000 £ 400,000 £ 750,000 £1,500,000	£ 375 £1,500 £2,812.50 £3,750 £2,500 £4,000 £8,125 £2,500 to £9,750 (depending upon complexity)	Due at the point of engaging our services 1 By cheque or bank transfer 2 Or via a deduction from the financial products arranged or invested in, (where the provider of the product allows this)
Ongoing Charges	Portfolio size	What our costs are	How payable
Ongoing Charges * Commence at the end of the first quarter	£ 100,000 £ 400,000 £ 750,000 £1,500,000	£ 1,500 per year £ 6,000 per year £11,250 per year £15,000 per year	1 By cheque or bank transfer 2 Or via a deduction from the financial products arranged or invested in (where the provider of the product allows this) 3 Any trail commission we receive from a product provider for a pre -1 January 2013 product will be offset against our annual fees
Total	Portfolio size	What our costs are	
Total First Year Charges Including initial planning fee, implementation fee and ongoing charge in year 1	£ 100,000 £ 400,000 £ 750,000 £1,500,000	£ 4,000 (4.00%) £10,000 (2.50%) £19,375 (2.20%) £24,750 (1.65%)	

^{*} Please note that the amount of ongoing charges that we actually receive may be more or less than the typical costs shown above due to any fluctuations in the value of your portfolio throughout the year.

Paying for Our Services

In all cases, we will discuss your payment options with you and answer any questions you have. We will not charge you until we have agreed with you how we are to be paid and at what frequency (for ongoing charges) which is typically monthly but may be quarterly or annually.

For transactional or adhoc work, you may ask us for an estimate of how much in total we might charge and you may also ask us not to exceed a given amount without checking with you first.

You can pay for some or all of the adviser charges overleaf directly as a fee by cheque or bank transfer. If you choose to pay by this method, we will issue an appropriate invoice for you. We do not accept payments by cash.

You can also choose to have our fees paid (or facilitated) on your behalf by the product provider with whom the product is placed or held. Any initial and on-going charges paid by product providers will be taken directly from your investment with them and will reduce the amount left invested. There may, depending on your circumstances, be other implications. If you choose to pay by this method, we will confirm the rate we will charge you and inform you of any related costs in writing.

Payment by commission is no longer allowed where a recommendation is required or made in respect of investment business and we are unable to accept this method of payment. However, there may be limited circumstances where commission is payable, for instance in relation to non-advised investment business. In addition, some clients may have existing plans in place from which we receive and retain trail commission. The amount of trail commission we receive will vary depending on the amount you have invested and its fluctuating value. If we receive trail commission, we will confirm the amount and this will be offset against the total adviser charge payable.

Non-Investment Business

In relation to non-investment insurance business, for example protection services, you can pay our fee by direct payment or by commission received from the product provider in the event of a product sale, or a combination of both.

We charge a fee of £750 per application and where any commission due exceeds this fee, the excess may be used to reduce the premiums payable by you or we will rebate the excess directly to you. However, in some circumstances, we may decline to carry out business on a commission rebate basis where we feel this may expose the business to undue financial risk.

Notes

We provide an annual Statement of Account for all clients who pay for our ongoing services, confirming the adviser charge that was due and any fees or commission received which have been credited to your account to pay for that charge.

Currently, it is our belief that the majority of services provided to you by Equilibrium Asset Management LLP are exempt from VAT. We therefore will not typically charge you intially for VAT in addition to the fees payable under the terms of this agreement. If it is confirmed by HM Revenue & Customs at some point in the future that any aspect of our service is subject to VAT, then VAT may retrospectively be charged to you in addition to the fees payable under the terms of this agreement.

However, there are some circumstances and specific services that are subject to VAT and we will tell you at outset if you have to pay VAT in these situations. For instance, where you have no intention of entering into the purchase of a financial product and simply require our Financial Planning & Proposal service with a view to carrying out the Implementation stage yourself, our fees would then be subject to VAT.

Terms of Business

This Agreement

This is our standard retail and discretionary Client Agreement. It explains the services we are offering you and the way we will carry them out. For your benefit and protection, you should read these terms carefully. If there is anything you do not understand, please ask for more information.

This agreement will take effect from the moment we start providing the services that it covers to you. It will continue to be in force until you or we cancel it, or replace it with an updated agreement.

Our Status

We are authorised and regulated by the Financial Conduct Authority (FCA). The FCA is the independent watchdog that regulates financial services. We are listed on the Financial Services Register and our firm registration number is 452261. You can check this, and our address, on the Financial Services Register by visiting the FCA's website at www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.

The FCA can also be contacted at: 25 The Colonnade, Canary Wharf, London E14 5HS.

We provide advice on overall financial planning matters and will make a recommendation for you after we have assessed your needs. This process includes reviewing your existing investments to ensure they continue to meet your needs.

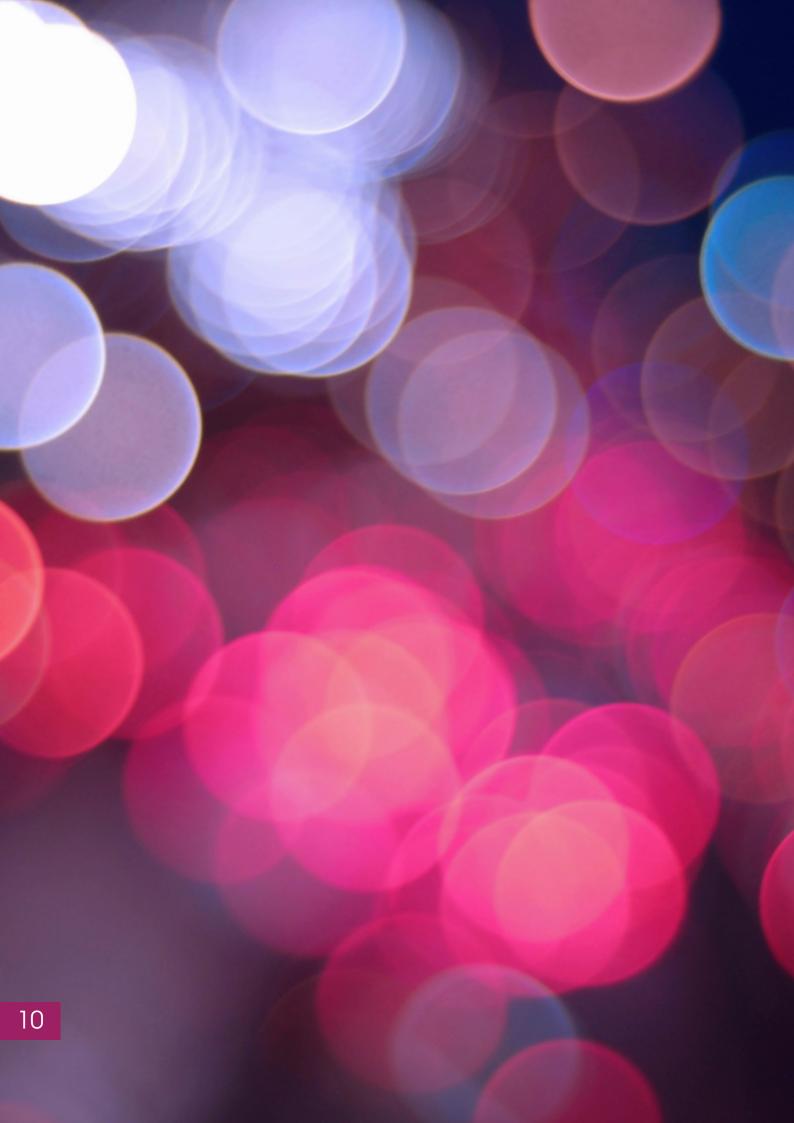
We may recommend that you use a wrap platform and our default choices are Seven Investment Management or Nucleus Financial, provided that these services are suitable for you. The wrap platforms we offer are restricted to the aforementioned providers as are any retail investment products we recommend to sit within them. Therefore, we provide a restricted advice service because we will advise you based on a limited range of product providers.

These wrap providers have been selected based on our research and analysis of the market. Both platforms allow us to select investments via fund managers from the whole of the market, without limitation, subject to them being appropriate for our clients.

Where an off-platform solution is recommended, we maintain a whole of market position in respect of both retail investment products and providers.

Your Investment Objectives

We will set out and summarise your investment objectives within a personalised suitability report. We will issue this to you as a result of your personal consultation with us to document and explain the recommendations we have made.



Our Services

As well as providing the services noted in Section 4, we can also advise on pure protection from the whole of the market. In transacting any protection contracts for you, we will rely on the information you provide to us.

We offer both advisory and discretionary investment services. We will discuss the merits of each before agreeing with you which is best suited to your investment needs and objectives. Our in-house investment team facilitate the discretionary service and we would not usually outsource these services to an external fund manager.

Both our advisory and discretionary activities for you may include higher risk investments such as warrants and derivatives, unregulated collective investment schemes (UCIS), structured products, investments that are not readily realisable and penny shares. We will set out the relevant risk warnings for these investments in your suitability letter.

Where we review and manage your investment portfolio on a discretionary basis, this includes the switch of funds linked to life assurance or pension policies and collective investment schemes, we will report all changes made to the portfolio at least every six months. Where applicable, we will exercise our discretion with regard to voting rights on any investments in the portfolio.

The services we provide will normally involve us entering into arrangements with you under which we will:

- Q gather information about you;
- carry out research to find suitable investment options;
- provide you with reports, financial health-checks and forecasts;
- advise you as to the best investment options;
- implement the agreed options by arranging transactions in retail investment products, securities or non-investment insurance products;
- f monitor your on-going position to ensure that the products continue to meet your requirements, especially where your circumstances are changing;
- O recommend changes to your product portfolio where appropriate.

We have classified you as a "retail client". This means that you are afforded the greatest level of protection available under the Financial Services and Markets Act (FSMA). You have the right to request a different categorisation. However, this may result in you losing some of the protections available under the FSMA, such as the right to refer complaints to the Financial Ombudsman Service and the right to receive specific information about any investments we recommend or arrange on your behalf.

When investing on a discretionary basis, there are no restrictions relating to the advice we may give you nor the transactions we arrange for you concerning the types of investment or markets invested in. There are also no restrictions on the value of investments nor the proportion of your portfolio invested in any individual or class of investment. If you specify and we agree to any investment restrictions, we will confirm this in your suitability letter.

We will not engage in stock lending activities on your behalf and will not invest in any securities that are subject to stabilisation. We will not act on your behalf in connection with the underwriting of any new issue or offer for sale of securities. We will not commit you to borrowing to supplement your portfolio and will not commit you to overspend.

The initial value and composition of your portfolio that the agreement governs is set out separately and forms part of this agreement.

If managing your portfolio on a discretionary basis, we will send to you every six months, at your last known address: periodic statements (including a comparison of performance with that of an appropriate benchmark, if applicable, and the basis of valuation); transaction statements; and other communications relating to this agreement. You may ask us to issue these documents at three monthly intervals.

Our registered office address is Brooke Court, Lower Meadow Road, Handforth Dean, Wilmslow, Cheshire SK9 3ND.

We also operate from Booths Hall, Chelford Road, Knutsford, Cheshire WA16 8GS and 19a Telford Court, Chester Gates Business Park, Chester CH1 6LT.

Our Remuneration - Investment Business

We will discuss your options with you and answer any questions you have. We will not charge you until we have agreed with you how we are to be paid.

For most business, we will be remunerated on an adviser charging basis. We will agree this basis in writing with you and will inform you of any related charges, expenses and taxes before carrying out any chargeable work. Any schedule of charges we issue to you will contain details of how payment is to be made and will form part of this client agreement. Notification of any change to the level of charges will be given in writing.

These charges may be in addition to any other remuneration that we receive in connection with transactions carried out on your behalf. Where appropriate, these and the method of payment will also be set out in a schedule of charges.

If we are entitled to receive commission for non-advised transactions or for certain business transacted or advised on prior to 31 December 2012, we will tell you the amount of commission that is paid. All commissions or other benefits will normally be offset against our charges. However, renewal or trail commissions of less than £20 per payment may be retained by us to go towards the costs in administering such small amounts.

In some cases, where we do receive commissions, fees or other benefits, it may not be possible to offset these against our charges. In these situations, we may rebate any surplus directly to you. In any event, where surplus commissions or other income exceeds our fee requirements, then all such remuneration will remain that of Equilibrium Asset Management LLP until you receive it from us.

We offer the following options for settlement of our investment business charges:

- Direct payment to us;
- Facilitated payment to us by the product provider;
- Any combination of direct payment and facilitated payment;
- Trail commission offset (where trail commission is being paid).

We will not implement any of these methods until we have agreed with you how our adviser charges are to be settled.

Our Remuneration -Non-Investment Insurance Business

For non-investment insurance business, we will charge £750 per application. This fee may be paid directly to us or offset against any commission we receive from the product provider. Where the commission due exceeds our fees, the excess may be used to reduce the premiums payable by you, where applicable, or we will rebate the excess directly to you.

Communicating With You

The services that we will provide in relation to investment business are set out in the remuneration schedule (Schedule 1) and, more specifically, as we agree and detail in a separate service agreement based on your individual requirements. Unless we hear from you to the contrary, we may telephone you from time to time between 9am and 9pm without your prior consent to such contact.

We will send all cheques, documents of title etc, by post to your last known address. These are sent at your own risk. The Recorded Delivery service will not normally be used.

Conflicts of Interest

When offering restricted financial advice, occasions can arise where we, or one of our other clients, will have some form of interest in the business that we are transacting for you. If this happens, or we become aware that our interests conflict with your interests, we will inform you in writing.

We maintain a Conflict of Interest Policy, which enables us to identify and manage conflicts and potential conflicts of interest. This policy is designed to ensure that you are provided with an appropriate level of service by putting in place appropriate procedures, supervision and monitoring techniques. Further details of the policy are available on request.

Equilibrium may recommend the Nucleus wrap platform for the management and administration of your investment products. Equilibrium has a financial interest in Nucleus as it is partly owned by its financial adviser participants who collectively govern the platform and its development.

Nucleus was founded in 2006 by a number of high quality independent financial advisers who shared a commitment to creating a market where advisers have the infrastructure and the desire to place the client centre stage.

This financial interest in Nucleus will be disclosed in the Investment Mandate and Report issued to clients where that platform has been recommended.

Quality of Service

28 If you have any complaint about the advice you receive or a product that you have taken out through us please contact-

Debbie Jukes

Compliance Officer

Equilibrium Asset Management LLP Brooke Court Lower Meadow Road Handforth Dean Wilmslow Cheshire SK9 3ND

If, after we have reviewed your complaint, you remain dissatisfied, you have the right to refer your complaint to the Financial Ombudsman Service. Copies of our complaints procedures are available, free of charge, on request. We will not levy any charge for complaints made against us. The Financial Ombudsman Service website can be found at www.financial-ombudsman.org.uk.

Risk Factors

We will notify you separately of any specific risk factors that apply to the service we provide for you; and whether the cost of our service depends on fluctuations in financial markets that are beyond our control. The past performance of investments is no indicator of future performance.

Before entering into any investment agreement, we will explain the risk but you must tell us if you do not understand the risk associated with the product or if you do not wish to accept that level of risk. Specific warnings relevant to the investments, or investment strategies, that we recommend will be confirmed to you in your Suitability Report.



Compensation

If you make a valid claim against us in respect of the investments we arrange for you, and we are unable to meet our liabilities in full, you may be entitled to redress from the Financial Services Compensation Scheme. This depends on the type of business and the circumstances of the claim. Most types of investment business are covered up to a maximum limit of £50,000. Insurance policies, pure protection and private medical insurance contracts are covered for 90% of the claim, without any upper limit. Further information about compensation arrangements is available from the Financial Services Compensation Scheme.

Instructions

We require our clients to give us instructions in writing. We will accept oral instructions at our discretion, which must be confirmed in writing. We will acknowledge, either in writing or orally at our discretion, any instruction you give us. We can refuse your instructions at our discretion.

Our authority to act on your behalf may only be terminated in writing. This may be done at any time, without penalty, by either party and with immediate effect without prejudice to the completion of any transactions initiated prior to receipt of such notice.

Best Execution Policy

34 We have implemented a best execution policy with regard to price, cost of transaction, speed of execution, likelihood of execution and size and complexity of the order. We will provide our best execution policy on request and review it annually. All entities that we use comply with an overarching best execution requirement.

Unless you tell us otherwise, your agreement to transact business through us confirms your consent to the policy, as amended from time to time; and confirms your prior consent for the purpose of executing orders outside a regulated market or Multilateral Trading Facility. The consents given in this clause will remain valid for the duration of the agreement, or until you tell us otherwise.

Any specific instructions you give may prevent us from taking the steps that we have designed and implemented in our best execution policy.

By consenting to transact business through us, you have agreed that we need not confirm execution of orders for any non-MiFID (Markets in Financial Instruments Directive) business.

Money Laundering

Where we are required to verify your identity in accordance with the FCA rules, no investment will be made until such verification has been obtained. If the required verification is not forthcoming within a reasonable period, we will not arrange any investment for you.

We may use and search the records of an electronic identity verification system, credit reference or fraud prevention agency to check your identity to satisfy the requirements of the UK Money Laundering Regulations 2007, the Proceeds of Crime Act 2002 (as amended), the Terrorism Act 2000, the Anti-terrorism, Crime and Security Act 2001 and FCA rules. Such searches will not affect your credit rating. Where such searches prove unsatisfactory for this purpose, we may ask you to supply at least one document to verify your identity and / or address.

Client Assets

All investments will be registered in your name unless otherwise agreed in writing. Unless you instruct us in writing to the contrary, we will forward to you all contract notes and documents showing ownership of your investments as soon as practicable after we receive them. Where a number of contract notes and documents of title are involved, we will wait until they all arrive before sending them to you. Where we receive a policy for a pure protection or private medical insurance contract, we will check and forward it to you promptly.

If you instruct us in writing to retain any documents or other property belonging to you, we will keep them in safe custody at our registered office address.

If you inform us that documents are to be held by yourself or by any custodian whom you have nominated but whom we have not recommended, then we accept no responsibility for loss or default caused by the acts or omissions of you or your custodian. If we need to obtain the documents for any business that we are arranging for you, you agree to instruct your nominated custodian to make them available to us or to give us a general authority to give such instructions on your behalf.

If you advise that an overseas custodian is to hold such documents, different settlement, legal and regulatory requirements may apply to the holding of your investments by such a custodian.

Your Money

We are not authorised to handle client money. We cannot accept cash or cheques payable to us, other than for our own adviser charges. All cheques for premiums or investment monies can only be made payable to, or paid direct to, the product provider.

We will never ask you to make a cheque payable to us for a premium under an insurance contract or an investment under an investment plan.

Data Protection / Personal Information

Equilibrium Asset Management LLP will observe the Data Protection Act in full. We maintain a Data Protection Policy reflecting the principles of good data handling. This policy is subject to regular reviews to ensure the continued protection of your information held on our records.

Personal information that you provide may be maintained on computer records. It will not be disclosed to other parties except other businesses within the same group; representatives of our compliance advisers; our auditors; any organisation requiring access to such information for regulatory purposes only; or any person with a legal entitlement to access.

Future Changes

We may change the content of this Client
Agreement without receiving your prior consent to do so. If
we do, we will notify you of the change and the reason for it.

Cancellation / Termination of Services

You or we may terminate our authority to act on your behalf at any time, without penalty. If we terminate the contract, we will aim to give at least one month's notice. 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 Client 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.

Where advice has been provided for which an adviser charge was agreed, and you either decide to not proceed with the transaction or, having proceeded to exercise your statutory cancellation rights, you agree that the adviser charge will still be due and payable in those circumstances and that we may seek to recover any appropriate adviser charges due from you for the work we have undertaken.

You have a right to cancel any ongoing service and associated adviser charges without penalty and without giving a reason. We will require one month's notice of this cancellation and our relevant ongoing services will cease from the end of the notice period. Where charges have been levied in advance, we will refund any fees received for the period following the end of the notice period. We reserve the right to make an adviser charge for continuing services provided up to the date of cancellation.

Deceased Clients

On the death of a client where we have discretionary permission, we will continue to manage the portfolio under the existing investment mandate until otherwise instructed by a representative of the estate. We will attempt to ascertain who the estates' representatives are as soon as possible and then obtain their instructions on how the assets should be managed.

Law

English law will be the basis of this contract. The language in which this contract will be interpreted, and in which all communications will be conducted, will be English.

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Client Agreement.

