



LEXINGTON WEALTH MANAGEMENT
CLIENT AGREEMENT

Client Agreement

This agreement is issued on behalf of Lexington Wealth Management Limited (“Lexington” or “us”) of Orchard House, Bagbury Lane, Lydiard Millicent SN5 4LX who can be contacted on 01793 771093 or via email to theteam@lexington.email. Lexington Wealth Management Ltd is authorised and regulated by the Financial Conduct Authority (FCA) FCA No 440099. The FCA regulates the financial services industry in the UK and their address is 12 Endeavour Square, Stratford, London, E20 1JN. You can check the FCA’s Register online at www.fca.gov.uk/register or by calling 0845 606 1234.

Permitted Business and Scope of Service

Our permitted business is advising on and arranging savings and investment products, pensions, and non-investment insurance contracts. We operate independently which means we consider a wide range of financial strategies and products. We are constantly reviewing the market to ensure the services and products we offer are appropriate for our clients.

We do not provide advice in relation to individual share holdings. If this is something you need assistance with, we can refer you to a stockbroker.

We do not provide advice on options, futures and other derivative contracts as we believe these are unlikely to be suitable for our clients.

Where we provide protection planning services, we are an insurance intermediary and will provide advice which is based on a fair and personal analysis of the market.

Client Categorisation

Each client with whom the firm does business is categorised as to identify the level of regulatory protection. We propose to classify you as a ‘Retail Client’ for investment purposes and as a ‘Consumer’ for Insurance business.

Privacy

For your protection, Lexington is registered under the Data Protection Act. We hold only such personal data (name, address, email, account details, etc.) about our clients as we consider is necessary for us to provide to them the services that we offer to provide. For more detailed information on how and why we use your information, including the rights in relation to your personal data and our legal grounds for using it, please refer to our Privacy Notice which is provided in the annex to this document.

SERVICES TO BE PROVIDED:

A. Investment Services

With regards to investments which we have arranged for you, these will only be kept under review if agreed with your Financial Planner. We (or a person associated with us) 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 or for other marketing purposes if you have expressly consented to our or their so doing.

Before making any recommendations we will carry out a suitability assessment so 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 will 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 will issue you with a report setting out the results of our assessment and, if relevant, any updated recommendations.

We may occasionally recommend investments that are not readily realisable. We will only do this where appropriate but, if we do, we’ll draw your attention to the risks associated with the investments in our suitability report. There is a restricted market for such investments and in some circumstances it may not be possible to deal in the investment or obtain reliable information about its value.

Our advice will be based on the information you give us so it is important 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.

You acknowledge that you need to provide reasonable assistance and engage positively in the advice process to enable us to provide our services effectively. This will include providing information in a timely fashion both for initial and ongoing advice services (where applicable) and accordingly, you shall at all times act in good faith to co-operate with Lexington Wealth Management Limited as we reasonably require. Please also review the section below headed “limitation of our liability”.

Restrictions

Following the issue of this agreement any 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 report to confirm our recommendation. Unless confirmed we will not place any restrictions on our recommendations.

Lexington Wealth Management Ltd does not handle clients’ money. We never handle cash or accept a cheque made out to us unless the cheque is in settlement of charges or disbursements for which we have sent you an invoice.

Under the rules of our regulator, the FCA, as a firm providing independent advice, we are unable to accept or retain payments or benefits from other firms (e.g. product providers) as this would conflict with our independent status.

From time to time we may attend training events funded and/or delivered by product providers, fund managers and investment platforms. These events are designed to enhance our knowledge and enhance the quality of service we provide to our clients. As such this does not affect our obligation to act in your best interests. Please ask us if you want further details.

Best Execution

Where we send investment applications on your behalf to third parties (e.g. to put an investment into force), we will take all sufficient steps to ensure 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.

B. Insurance Services

Following the issue of this agreement, any subsequent advice or recommendation offered to you will be based on your stated objectives, acceptable level of risk and any instructions you wish to make regarding the type of insurance policies you are willing to consider. Details of your stated objectives will be included in the Demands and Needs Statement we issue to you confirming the reasons for our recommendations.

Restrictions

Unless advised to the contrary, we will assume you wish to place no restrictions on the types of insurances we may recommend and in which you may subsequently buy. A full listing of products is available from us upon request.

Advice and Instructions

Any advice we give you will be in writing. We prefer our clients to give us instructions in writing, to aid clarification and avoid future misunderstandings. We will, however, accept oral instructions provided they are confirmed in writing. We may, at our discretion, refuse to accept instructions although we will not exercise our discretion 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 the 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.

Paying for our Services

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

OUR SERVICE FOLLOWS A FIVE STEP PROCESS:

- **Step 1 - Discovery Meeting** – where we get to know you and what you want to achieve
- **Step 2 – Investment Presentation** – where we explain to you our investment philosophy

- **Step 3 - Planning & Advice Meeting** – where we provide you with our financial planning advice
- **Step 4 - Implementation** – where we implement the advice
- **Step 5 - Ongoing service** – where we clarify our ongoing relationship

Step 1. Discovery Meeting

Our initial meeting, generally for new clients, is for you to find out about Lexington and for us to establish if we are the right firm for you to work with over the years ahead. We will want to understand your plans and aspirations, and we will tell you about our firm, how we work and what we charge. There is no fee payable for this meeting.

Step 2. Investment Presentation

Understanding how we recommend our clients invest their money, what Lexington will do and what Lexington will not do is an essential part of the financial planning process. This meeting helps avoid any misunderstanding and provides you the opportunity to ask any questions you might have.

Step 3. Planning & Advice Meeting

Providing good quality, unbiased financial planning advice is important and that is why we separate this from any possible product implementation. For new clients this will typically follow as the next meeting after the investment presentation. For current clients, this will be as agreed with your Financial Planner.

We charge for this on a fixed fee basis, or an hourly rate depending on the circumstances and complexity of the work. A fee for a 'typical planning meeting' is £3,000 for a Certified Financial Planner (CFP™). This charge would typically include a two-hour planning meeting, cash flow forecast and post meeting notes. We do not 'watch our clock' so inevitably planning meetings could over-run, if acceptable to both parties.

If your circumstances dictate a particular piece of research, not covered in our Planning and Advice meetings, or you require ad hoc service from us, we would normally agree an hourly time rate.

Hourly Rates	Per hour*
Chartered Wealth Manager/Director	£250
Associate Financial Planner	£150
Paraplanner/Technical Administration	£120
Secretarial/Administration	£45

*All fees are revised annually in January. They are currently not subject to VAT.

Step 4. Implementation

If you decide to buy a product through Lexington, then an implementation fee or commission is payable:

Investment Business (Retail investment products)

If you decide to place an investment through Lexington, we will charge a percentage of the investment made based on the total assets you hold through Lexington. Portfolios less than £250,000 may be supplemented with a fee of up to £2,500 to cover the year one implementation costs.

For example, using the following table, if you invested £100,000, but already held £300,000 with Lexington, we would charge 1% of the £100,000 i.e. £1,000 implementation fee.

Or in another example, if you invested £2,200,000 as a new client, we would charge 1% of the first two million i.e. £20,000 implementation fee and nil thereafter.

Portfolio Value	Establishment Fee*
Up to £2,000,000	1.00%
£2,000,000 and over	0.00%

*These fees are typically paid directly from your portfolio.

Insurance

If you buy a non-investment insurance contract you can pay Lexington a fee to arrange the contract, or Lexington can receive commission from the product provider. If you decide to pay for the implementation by commission, we will disclose this to you. If you decide to pay for the implementation by fee, this will be agreed with you in writing before any work is commenced and will be based on the estimated time to arrange your contract and associated trusts if applicable.

Please indicate your preference below, by ticking your chosen option. No choice will default to Option 3.

1. I would prefer to pay for insurance implementation by commission only	<input type="checkbox"/>
2. I would prefer to pay for insurance implementation by payment of a fee	<input type="checkbox"/>
3. I have no intention to buy any insurance, but would default to commission only	<input type="checkbox"/>

Step 5. Ongoing service

We offer two, ongoing services at Lexington, which will suit different needs. The two options are called Wealth Management and Asset Management, they are explained more in our 'about us and how we work together' document.

Wealth Management service

Our Wealth Management service is tailored to your needs. This includes a Planning and Advice meeting which is typically held annually, as agreed with your Financial Planner, to keep your affairs up to date and on track, and advice and communication throughout the year. Planning meetings will also include a suitability review of your investments and portfolio(s).

For clients with portfolios of less than £500,000, this service can be provided and may be supplemented by a monthly standing order. The amount will be dependent on the service required, to help cover the cost of the time incurred.

Asset Management service

If clients would prefer not to receive a regular face-to-face service ongoing, Lexington offers an 'Asset Management' service where we will write annually to confirm the portfolio allocation and any portfolio changes and rebalancing suggestions. It will be the client's responsibility to ensure

Lexington has received a reply, no action will be taken unless the client instructs Lexington to do so.

Change in circumstances

Any change in your circumstances of which we are not aware of/you do not notify us of, can result in significant risk that the investments and/or financial plan may cease to be suitable or fit for purpose for you. Please notify Lexington immediately, in writing, of any change in your circumstances.

For both services, the ongoing percentage charged is the same, outlined in the table which follows:

Portfolio Value	Annual Portfolio Fee*
Up to £2,500,000	1.00%
£2,500,000 - £5,000,000	0.75%
£5,000,000 - £7,500,000	0.50%
£7,500,000 - £10,000,000	0.25%
Over £10,000,000	0.20%

*These fees are typically paid directly from your portfolio.

Your fee would be calculated and deducted based on the average monthly portfolio valuation, which is calculated by looking at the valuation of each day in the period to obtain the average (where a family group spans multiple portfolios or accounts, the same process is applied: each daily portfolio valuation is aggregated to produce a consolidated view across the group.). Once this is determined, factoring in your annual fee discount, the charge calculation is made.

The Annual Portfolio Fee is taken proportionately across all wrappers. If there are family links in place, the average portfolio value used for the month will be that of the group.

Additional fees

Asset Management clients will incur additional charges for transactions / work carried out, these include, but are not limited to the following: -

Work	Fixed Fee
Collective Investments Capital Gains Tax Calculation	£100 first fund £50 thereafter/fund
Investment Bond full or partial surrender calculation	£250
Investment Bond full or partial surrender assignment	£250
Flexible Access Drawdown - access / review benefits	£995
ISA Withdrawal	No fee

*All fees will be confirmed in writing before work is started.

Wealth Management clients do not incur these additional fees as the costs are covered in their ongoing payments.

Scope of Duty

It is important you are aware all investment carries a degree of risk and by instructing us to act for you and to enter into transactions on your behalf, you acknowledge there is an inherent risk in all investments and accept the possibility an investment may result in significant losses and may not achieve its anticipated aim. The risk usually increases in



proportion with the expected rate of return. Investments can go down in value as well as up and you could get back less than you invest. Past performance is not a guide to future performance and often the financial markets and world events can impact on its anticipated performance.

We will give you investment recommendations which we reasonably consider are suitable, having regard to your investment objectives and attitude to risk. We will use reasonable endeavours to give you advice so you achieve your investment objectives but will not be responsible if your investment objectives are not achieved, whether or not you acted upon our recommendations.

Before entering into any investment agreement, we will explain the risks associated with the product and check with you that you are content to accept that level of risk. If you are unsure about the way the product or recommendation works or require any further clarification, please ensure you raise this with us.

Tax advice

It is important to note that some of the services and products provided by us may be affected by adverse tax consequences. We may ask questions about your personal tax position and may explain our understanding of the generic legal or tax position relating to products or services.

This is to provide you with information on those products or services and to assist us in selecting which products or services may be appropriate for you. We are not legal, or tax advisers and we are therefore not qualified and do not purport to provide legal or tax advice.

We recommend you obtain your own independent advice, tailored to your particular circumstances. You cannot rely on our information as a substitute for taking your own independent advice.

Communications

We will communicate with you in English both verbal and written for the sending and receiving of orders. To avoid any doubt instructions should be issued in writing.

We will communicate with you by letter, email and phone, unless you tell us in writing not to use any of these methods.

You agree we can send any documents to you using any of the following.

- By email to any email address which you have used to send emails to us.
- By ordinary post to the address to which we sent our client engagement letter.
- By secure electronic transfer. We may also request information from you, by secure electronic transfer.

We routinely send emails unless we have been asked not to do so. However, we cannot guarantee that emails will arrive on time or be secure or free from viruses, computer errors or other programming corruption.

Unless you tell us otherwise, you confirm you accept these risks and you authorise us to send you emails. You agree you are responsible for any emails you send.

Neither you nor we will have any legal responsibility to each other on any basis for any damage or loss arising from viruses, computer errors or other programming corruption in connection with any emails.

Emails may be read by someone who is not the intended reader, even if addressed correctly by the sender. Unless you have told us not to use email, we take no responsibility for an email sent by us being seen by someone other than the person it is addressed to because of circumstances beyond our control. We recommend you take great care if copying emails from us to other people, or passing on our advice in any other way. Information revealed in this way (including any other relevant communications between us) may result in loss of confidentiality.

We may rely on your instructions and statements and those of any member of your staff (or any partner, member or officer if you are an organisation) or professional adviser if they say they have your authority. If the term 'you' includes more than one person, we may rely on instructions and statements given to us by any of you. If you want us to communicate only with specific people, you must write to us with their names.

You accept responsibility for giving us clear and accurate instructions and information as quickly as possible so that we may provide our services to you.

Our normal hours of business are 9:00 am to 5:00 pm, Monday to Friday.

Ownership

We will make arrangements for all your investments to be registered in your name unless you first instruct us otherwise in writing. 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 are due involving a series of transactions, we normally hold each document until the series is complete, then forward them to you.

Material Interest

We will act honestly, fairly and professionally, known as conducting business in 'Clients' best interest' regulations. Occasionally a situation may arise where we or one of our clients have some form of interest in business transacted for you. If this happens or we become aware that our interests or those of one of our other clients conflict with your interest, 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.

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

In accordance with the rules of our regulator, the Financial Conduct Authority, we are prohibited from accepting any



payment (commission or other non-monetary benefits) which is likely to conflict with the duty of the firm to its clients.

Right to cancel

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, pure protection, payment protection or pension policy and a 14-day cancellation period for all other policies. For investments this will typically start when funds are invested and for pure protection policies this will normally begin when you are informed the contract has been concluded or, if later, when you have received the contractual terms and conditions. Instructions for exercising the right to cancel, if applicable, will be contained in the relevant product information issued to you.

If you cancel a single premium contract, you may incur a loss due to market movements. This means that, in certain circumstances, you might not get back the full amount you invested if you cancel the policy.

Complaints

If you wish to register a complaint, please write to Lexington Wealth Management Ltd, Orchard House, Bagbury Lane, Lydiard Millicent SN5 4LX or telephone 01793 771093. 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; www.financial-ombudsman.org.uk or by contacting them on 0800 023 4 567.

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>.

Compensation Scheme

If you make a complaint and we are unable to meet our liabilities, you may be entitled to compensation from the Financial Services Compensation Scheme. For investment business you will be covered up to a maximum of £85,000.

Further information about these amounts and limits for all other product types are available from the FSCS at <http://www.fscs.org.uk/what-we-cover/products>

Third Parties

Where we recommend the use of a third party provider please note we can not be held liable for any loss suffered arising from your use of any such third party services and your sole recourse in respect of any performance, non-performance, insolvency or delay in performance of the contract or arrangement by that third party will be against that third party. This is subject to our having exercised reasonable skill and care in selecting the third party for this role, in accordance with our due diligence procedures. As such, we would always recommend you read any such third party's terms and conditions carefully to make sure you are happy to engage that third party.

Limitation of our liability

We shall not be liable for any error of judgement or any loss suffered by you in connection with the services we provide to you under this Agreement (and in particular, but without limitation, we shall not be liable for any loss which may be sustained in the purchase, holding or sale of any investments or other assets in connection with those services) unless such loss arises from our negligence, wilful default or fraud

We are not liable to you for any loss arising from any cause beyond our reasonable control and the effect of which is beyond our reasonable control to avoid or any losses that are not reasonably foreseeable at the time you gave us an instruction. Loss or damage is foreseeable if either it is obvious it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us at the time of implementing an investment.

We cannot be responsible nor liable for any costs or losses sustained or incurred by you as a result of us providing the services late or not providing any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it or if you supply us with inaccurate information.

To the extent that there is any conflict between this agreement and our duties under any regulatory requirement or market practice, we will act in a way we reasonably consider necessary to comply with any regulatory requirement or market practice and will not be treated as having breached this agreement as a result

Our limit of indemnity under this agreement shall be limited to £2,600,000 for each and every claim.

Any claim brought against us must be notified to us within 6 years of the date of our advice.

Nothing in this paragraph attempts to exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for any breach of our duties under the regulatory system, death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; or for breach of those legal rights in relation to the services which are granted to you by statute and may not be limited or excluded.

Termination

The authority to act on your behalf may be terminated at any time without penalty by either party giving at least 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 due proportion of any period charges for services shall be settled to that date.

Sale of Business

We reserve the right to transfer information (including your Personal Data) to a third party in the event of a sale, merger, liquidation, receivership or transfer of all or substantially all

of the assets of our company provided the third party agrees to adhere to the terms of our Privacy Notice and provided the third party only uses your Personal Data for the purposes for which you provided it to us. You will be notified in the event of any such transfer and you will be afforded an opportunity to opt-out.

Law

This 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.

Force Majeure

Lexington Wealth Management Ltd 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.

Anti-money laundering

Before we start work on your behalf and to comply with the current Anti Money Laundering Regulations, we'll verify your identity. To do this 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. The check may leave a 'footprint' on your credit file, but it will not affect your credit rating. In addition, we may require sight of certain documentation to verify your identification and confirmation as to where the investment monies are coming from.

We may also need proof of identity of certain other people, for example people related to you or the actual owners of property or shares held by nominees or trustees. We may have to repeat this process occasionally. Our fees include a charge for doing this

By signing this client agreement you confirm all data provided is complete, accurate, up-to-date and not misleading and

consent to Lexington Wealth Management Ltd making all enquiries necessary to verify this information to enable us to carry out the services and comply with any reporting requirements.

Where further information is required, to verify identity, the company reserves the right to delay applications or withhold settlement until sufficient identification has been provided.

We will only use the proof of your identity and other personal information you give us to prevent money laundering or terrorist financing, unless you agree to us using it in a different way or the law allows us to use it for a different purpose. We will hold this information for five years after our business relationship ends.

We may refuse to act or stop acting for you if you do not give us this information in full when we ask for it. Please do not deposit cash direct into our bank account. We may charge you for any extra checks we need to carry out to prove where your funds came from.

Miscellaneous

A failure or delay by any party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy.

If a Court finds any provision or part-provision of this agreement invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deleted of a provision or part-provision under this paragraph shall not affect the validity and enforceability of the rest of this agreement.



Client declarations

This is our standard Client Agreement upon which we intend to rely. For your own benefit and protection, you should read the terms carefully before signing, as by signing you consent to the terms contained within, including the authorisation to transfer information between parties as described above.

If there are any terms within this agreement you do not understand, please ask for further information. The Client Agreement will come into effect from the date of acceptance of this agreement, which will be confirmed by the date provided along with your signature below, unless otherwise stated.

- Please tick this box if you give Lexington Wealth Management Ltd your consent to contact you by telephone, email, SMS or letter for marketing purposes.
- Please tick this box if you give Lexington Associates Ltd, or any business associated with Lexington Wealth Management Ltd your consent to contact you by telephone, email, SMS or letter for marketing purposes.

Client Signature(s) _____

Client Name(s) _____

Date of Signature(s) _____

Planners Signature _____

Planners Name Warren Shute CFP Date _____

This document has been issued for and on behalf of Lexington Wealth Management Ltd. Authorised and regulated by the Financial Conduct Authority 440099. Estate Planning and the provision of Wills are not regulated by the Financial Conduct Authority.

Director: Warren Shute, Chartered Wealth Manager, MSc., CFP, Chartered FCSI, FPFS, CeMAP, Cert CII (MP&ER), AIPW
Registered office: Orchard House, Bagbury Lane, Lydiard Millicent SN5 4LX. Registered in England & Wales. Number: 05503144

Customer Privacy Notice

Why should you read this document?

During the course of dealing with us, we will ask you to provide us with detailed personal information relating to your existing circumstances, your financial situation and, in some cases, your health and family health history (**Your Personal Data**). This document is important as it allows us to explain to you what we will need to do with Your Personal Data, and the various rights you have in relation to Your Personal Data.

What do we mean by “Your Personal Data”?

Your Personal Data means any information that describes or relates to your personal circumstances. Your Personal Data may identify you directly, for example your name, address, date of birth, National Insurance number. Your Personal Data may also identify you indirectly, for example, your employment situation, your physical and mental health history, or any other information that could be associated with your cultural or social identity.

In the context of providing you with assistance in relation to your financial requirements Your Personal Data may include:

- Title, names, date of birth, gender, nationality, civil/marital status, contact details, addresses and documents that are necessary to verify your identity
- Employment and remuneration information, (including salary/bonus schemes/overtime/sick pay/other benefits), employment history
- Bank account details, tax information, loans and credit commitments, personal credit history, sources of income and expenditure, family circumstances and details of dependents
- Health status and history, details of treatment and prognosis, medical reports (further details are provided below specifically with regard to the processing we may undertake in relation to this type of information)
- Any pre-existing Investments, Pensions, Mortgages and any other insurance products and the terms and conditions relating to these

The basis upon which our firm will deal with Your Personal Data

When we speak with you about your Financial Planning requirements and any related plans and requirements we do so on the basis that both parties are entering a contract for the supply of services.

In order to perform that contract, and to arrange the products you require, we have the right to use Your Personal Data for the purposes detailed below.

Alternatively, either in the course of initial discussions with you or when the contract between us has come to an end for whatever reason, we have the right to use Your Personal Data provided it is in our legitimate business interest to do so and your rights are not affected. For example, we may need to respond to requests from mortgage lenders, insurance providers and our Compliance Service Provider relating to the advice we have given to you, or to make contact with you to seek feedback on the service you received.

On occasion, we will use Your Personal data for contractual responsibilities we may owe our regulator The Financial Conduct Authority, or for wider compliance with any legal or regulatory obligation to which we might be subject. In such circumstances, we would be processing Your Personal Data in order to meet a legal, compliance or other regulatory obligation to which we are subject.

The basis upon which we will process certain parts of Your Personal Data

Where you ask us to assist you with for example your insurance needs, in particular life insurance and insurance that may assist you in the event of an accident or illness, we will ask you information about your ethnic origin, your health and medical history (**Your Special Data**). We will record and use Your Special Data in order to make enquiries of insurance providers in relation to insurance products that may meet your needs and to provide you with advice/guidance regarding the suitability of any product that may be available to you.

If you have parental responsibility for children under the age of 13, it is also very likely that we will record information on our systems that relates to those children and potentially, to their Special Data.

The arrangement of certain types of insurance may involve disclosure by you to us of information relating to historic or current criminal convictions or offences (together “**Criminal Disclosures**”). This is relevant to insurance related activities such as underwriting, claims and fraud management.

We will use special Data and any Criminal Disclosures in the same way as Your Personal Data generally, as set out in this Privacy Notice.

Information on Special Category Data and Criminal Disclosures must be capable of being exchanged freely between insurance intermediaries such as our Firm, and insurance providers, to enable customers to secure the important insurance protection that their needs require.

How do we collect Your Personal Data?

We will collect and record Your Personal Data from a variety of sources, but mainly directly from you. You will usually provide information during the course of our initial meetings or conversations with you to establish your circumstances and needs and preferences in relation to investments / pensions / mortgages / finance and insurance. You will provide information to us verbally and in writing, including email.

We may also obtain some information from third parties, for example, credit checks, information from your employer, and searches of information in the public domain such as the voters roll. If we use technology solutions to assist in the collection of Your Personal Data for example software that is able to verify your credit status. We will only do this if we have consent from you for us or our nominated processor to access your information in this manner. With regards to electronic ID checks we would not require your consent but will inform you of how such software operates and the purpose for which it is used.

What happens to Your Personal Data when it is disclosed to us?

In the course of handling Your Personal Data, we will:

- Record and store Your Personal Data in our paper files, mobile devices and on our computer systems (*websites, email, hard drives, and cloud facilities*). This information can only be accessed by employees and consultants within our Firm and only when it is necessary to provide our service to you and to perform any administration tasks associated with or incidental to that service
- Submit Your Personal Data to Product Providers/Mortgage Lenders/Commercial Lenders and/or Insurance Product providers both in paper form and on-line via a secure portal. The provision of this information to a third party is essential in allowing us to progress any enquiry or application made on your behalf and to deal with any additional questions or administrative issues that lenders and providers may raise.
- Use Your Personal Data for the purposes of responding to any queries you may have in relation to any investment/mortgage/finance product or insurance policy you may take out, or to inform you of any developments in relation to those products and/or policies of which we might become aware

Sharing Your Personal Data

From time to time Your Personal Data will be shared with:

- Investment Providers/Mortgage lenders/Finance lenders and insurance providers
- Third parties who we believe will be able to assist us with your enquiry or application, or who are able to support your needs as identified. These third parties will include but may not be limited to, our Compliance Advisers, Product specialists, estate agents, providers of legal services such as estate planners, conveyancing, surveyors and valuers (in each case where we believe this to be required due to your particular circumstances).

In each case, your Personal Data will only be shared for the purposes set out in this customer privacy notice, i.e. to progress your investment/mortgage/finance and/or insurance enquiry and to provide you with our professional services.

Please note that this sharing of Your Personal Data does not entitle such third parties to send you marketing or promotional messages: it is shared to ensure we can adequately fulfil our responsibilities to you, and as otherwise set out in this Customer Privacy Notice.

Your personal information may be transferred to or accessed from other countries (including those outside the European Economic Area) and processed for us in those countries on the basis that anyone we pass it to will provide a level of protection equivalent to the Data Protection Laws.

Such information may be accessed by local law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

Further details as to where your data may be transferred and the basis for such transfers can be provided by contacting us.

Security and retention of Your Personal Data

Your privacy is important to us and we will keep Your Personal Data secure in accordance with our legal responsibilities. We will take reasonable steps to safeguard Your Personal Data against it being accessed unlawfully or maliciously by a third party.

We also expect you to take reasonable steps to safeguard your own privacy when transferring information to us, such as not sending confidential information over unprotected email, ensuring email attachments are password protected or encrypted and only using secure methods of postage when original documentation is being sent to us.

Your Personal Data will be retained by us either electronically or in paper format for a minimum of six years, or in instances whereby we have legal right to such information we will retain records indefinitely.

Your rights in relation to Your Personal Data

You can:

- request copies of Your Personal Data that is under our control
- ask us to further explain how we use Your Personal Data
- ask us to correct, delete or require us to restrict or stop using Your Personal Data (details as to the extent to which we can do this will be provided at the time of any such request)
- ask us to send an electronic copy of Your Personal Data to another organisation should you wish
- change the basis of any consent you may have provided to enable us to market to you in the future (including withdrawing any consent in its entirety)

How to make contact with our Firm in relation to the use of Your Personal Data

If you have any questions or comments about this document, or wish to make contact in order to exercise any of your rights set out within it please contact:

Warren Shute

If we feel we have a legal right not to deal with your request, or to action, it in different way to how you have requested, we will inform you of this at the time.

You should also make contact with us as soon as possible on you becoming aware of any unauthorised disclosure of Your Personal Data, so that we may investigate and fulfil our own regulatory obligations.

If you have any concerns or complaints as to how we have handled Your Personal Data you may lodge a complaint with the UK's data protection regulator, the ICO, who can be contacted through their website at <https://ico.org.uk/global/contact-us/> or by writing to Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF.

Data Subject Consent Form

I hereby grant Lexington Wealth Management Ltd to process my personal data for the purpose stated in the Privacy statement above.

Signed:

Print Name:

Date:

Request actioned: General Financial Planning

Individual Responsible: Warren Shute CFP

Date:

Marketing Consent

I, hereby grant Lexington Wealth Management Ltd to process my personal data for the purpose of Marketing. By providing your consent, you agree that you have given your express permission for us to market you regarding products and services that we think may be of interest to you and by any means of communication that is suitable at the time.

IMPORTANT NOTES: Marketing by our Firm

If you do not indicate your agreement for **us** to make contact with you, we may be unable to provide you with details of products and/or services that may suit your needs and circumstances.

We would like to maintain a record of your express consent for **us** to contact you by post, telephone, SMS, email and instant messaging for marketing our products or services that we think may be of interest to you. Please indicate your consent to **us** contacting you by any of the means specified below:

Post

Phone

SMS

Email

Instant Messaging*

*WhatsApp or similar service.

Signature:

Date:

Background information on Warren Shute



Qualifications

Warren Martyn Shute MSc., CFP, FCSI Chartered Fellow (Financial Planning), PFPS, CeMAP, Cert CII (MP&ER), AIPW.

Warren has been practising as a Financial Planner since 1995 and holds the following qualifications:

- Master's degree in Financial Planning and Business from Manchester Metropolitan Business School.
- Certified Financial Planner
- Chartered Wealth Manager
- Chartered Financial Planner
- Chartered Fellow of the Chartered Institute for Securities and Investments
- Fellow of the Personal Finance Society

Warren is a member of the prestigious Cellar Club. Established in 1974, the Cellar Club has many of the UK's leading Financial Planners as members and the Trusted Adviser Group set up by Warren and others to promote quality financial planning and investment advice and education across the UK.

Warren has studied under Paul Etheridge MBE, TD, JP, MBA, FCII, CFP (Founder of the Institute of Financial Planning) for many years and has been a long-standing member of Paul's Prestwood Advanced Planners Group.

Warren has been granted his Statement of Professional Standing (SPS) by the Chartered Institute for Securities and Investments. This is a post Retail Distribution Review (RDR) January 2013 FCA requirement for all practicing investment advisers.

Lexington Wealth has been selected by Citywire as a Top 100 Financial Planning Firm in the UK several times, in 2017 Warren won the prestigious CISI CFP Professional of the Year and in 2019 Lexington Wealth won the David Norton Excellence Award.

Experience

Warren has appeared on television (BBC, ITV & Bloomberg), radio (BBC & Bloomberg) and in the local & national press. He currently writes a regular weekly column for the Sunday Mirror and regular articles for other publications.

He has taught in schools across the country, helping students to plan their transition to university. He has also taught adults in seminars on retirement planning and other money matters.

Warren is the author of the #1 Amazon best-selling book 'The Money Plan - Clear your debts, secure your tomorrow and live for today'. Published in 2018, it reached Amazon's best seller in the first week and it has attracted the attention of large companies to offer corporate training.

Warren's Financial Planning approach involves detailed cash-flow modelling linked to lifestyle, supported by an evidenced based investment approach.

The underlying theme to his approach involves helping clients to decide how they want to live the rest of their lives. He then works with them to agree planning assumptions related to the likely cost of that lifestyle and helps prepare a plan which, when implemented, will make the best use of their resources toward the achievement of their objectives.

In addition to his financial planning practice, Warren also coaches other financial planners on how to deliver a comprehensive financial planning service. He does this because he wants the profession of financial planning to thrive and the quality of planners to grow.

Background and Family

In 1995, Warren met his lovely wife Nicky at their first job together. Today, they still work alongside each other but now they have two children; a son Oliver, born in 2005 and a daughter Isabella, who was born in 2007.

Warren encourages his clients to live the lives they aspire to. He takes his own advice on this matter too and enjoys regular holidays with his family – often disappearing up a mountain and playing golf!

Warren lives his life by a slogan he once read 'live life by design, not default' and he will encourage you to do the same.