Fees, Services and Client Agreement

COMPANIES ACT DISCLOSURE

Corinthian Benefits Consulting Limited is registered in England and Wales. Our registered company number is 10380457. Our registered address is Camburgh House, 27 New Dover Road, Canterbury, Kent, CT1 3DN.

OUR REGULATORY STATUS

Corinthian Benefits Consulting Limited, trading as Omny Benefits and Omny Personal Finance, is authorised and regulated by the Financial Conduct Authority. The Financial Conduct Authority can be contacted at the following address: 12 Endeavour Square, Stratford, London, E20 1JN.

You can check this on the Financial Services Register by visiting www.fca.org.uk/register/ or by contacting the FCA on 0300 500 0597.

Corinthian Benefits Consulting Limited, FCA Register Number: 823906.

OUR SERVICES

Should you choose to have an ongoing service with Omny, we will provide you with an holistic financial plan.

This will include:

- **An initial financial review:** we will discuss your current financial circumstances, arrangements and plans to assess if they are suitable for you and meet your objectives.
- **A personal financial plan:** we will provide you with a written report highlighting our recommendations. This is tailored to meet your current needs taking into account your financial and lifestyle objectives and retirement target. Within the plan we will consider all products available to you and your arrangements to formulate the plan.
- **Annual Reviews:** This will be when we will discuss whether you're still on track. We will periodically review your current arrangements to ensure that they continue to be suitable and are likely to meet your objectives. The review will take account of any changes in your circumstances or aspirations and our advice may change as a consequence.
- **Portfolio Evaluations:** We will assess the performance of your investments and pensions relative to an agreed benchmark. We will also confirm that they remain aligned to your agreed risk profile.

We provide advice on a restricted basis. We have chosen to specialise in Workplace and Platform SIPPs for our pension business, and ISAs and GIAs for our investment recommendations. We are not limited in the type of provider in terms of having any close links with any firms or any contractual relationship with a third party that may impair the basis of our advice to you. For protection policies we research the market to find suitable solutions. We do not recommend more esoteric or higher risk investment products, such as VCTs and other tax mitigation schemes.

Omny is permitted to advise on and arrange pension switches between defined contribution (money purchase) schemes and ongoing investment advice (Personal Pensions, ISAs and General Investment Accounts). We are not authorised to advise on or arrange transfers from defined benefit pension schemes.

With regard to any pensions and investments which we have arranged for you, these will not be kept under review unless we have agreed that level of service with you.

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

CONSUMER DUTY

We are committed to providing the highest possible level of service to our clients. This forms part of our ethos and culture. Everyone engaged within Omny Benefits is here to serve our clients. To this end, we fully embrace the Financial Conduct Authority's concept of delivering good outcomes for retail customers.

It is our aim to:

- deliver our promises to you
- provide a tailored service appropriate to your needs and that meets your objectives
- ensure you feel comfortable with the decisions you make
- respond in a quick and timely manner to any queries you present
- ensure we are available to you when required and ensure that we are easy to contact
- keep you informed and up to date on all matters relating to any policy looked after by us

CONFLICT OF INTERESTS

Omny Benefits offers advice in accordance with that disclosed to you in our Services and Costs Document (where applicable). Occasions may arise where we or one of our other clients have some form of interest in business being transacted for you. If this happens or we become aware that our interests, or those of one of our other clients' conflicts with your interests, we will write to you and obtain your consent before we carry out your instructions and detail the steps, we will take to ensure fair treatment.

TERMINATION OF AUTHORITY

You or we may terminate our authority to act on your behalf at any time, without penalty.

Notice of this termination must be given in writing and will take effect within 30 days of 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 or carried out prior to termination and any fees which may be outstanding.

RIGHT TO WITHDRAW

Life assurance contracts or personal pension schemes usually offer a right to withdraw or cancel the contract within a specified period. Details of such rights are provided with the product literature (sometimes called a Key Features document) and/or we may provide details of such rights in a separate communication. Once a pension has been switched, the previous provider may not take the funds back and you may have to transfer to an alternative provider if you cancel.

CLIENTS' RISK

You are advised that because investments can fall as well as rise, you may not get back the full amount invested. Past performance is not a guide to future performance. Specific warnings relevant to the investments recommended will be confirmed to you in our Suitability Report.

Transactions involving the transfer of funds from one product to another may take several days to complete; market fluctuations during this time could be to your disadvantage. This is known as 'out of market risk'. We will, therefore, not be liable for any loss arising from such transactions in these circumstances.

COST OF OUR ADVICE

Investments and Pensions:

Our fees are usually made up two ways:

- Initial fees: These are fees that are charged when we research, recommend and implement either: the setting up of a new investment or pension; or make changes to your pre-existing investment or pension.
- Ongoing service: These fees cover the annual reviews and keeping your financial plan up to date, changes to the arrangements that we have set up for you (for example fund switches, changes in contributions, moving investments between tax wrappers).

Initial fees:

Where we arrange an investment switch from one plan to another (whether a pension, ISA or GIA), our advice charge is as follows:

• 5% of the initial investment for the first £5,000 of each arrangement (i.e. maximum £250 per investment),

PLUS

• 1.5% of the total switched amount for the excess over £5,000, with a total maximum fee of £2,500.

Examples of the adviser charges payable for differing switched amounts are shown below:

Amount switched from one Pension/ISA/GIA to another	Adviser Charges Payable
£2,000	£100
£15,000	£400
£50,000	£925

For switching multiple investments/pensions, please see the below example:

	Fund Value	Adviser Charges
Investment 1	£2,000	£100
Investment 2	£50,000	£925
Investment 3	£100,000	£1,675
Total of individual switch fees		£2,700
Total actual Adviser Charge to member for all 3 funds		£2,500

If we set up a new Personal Pension (SIPP), Individual Savings Account (ISA) or General Investment Account (GIA) or arrange a transfer of a cash ISA to a new or existing ISA we will charge an initial fee of £300, to be taken either: from an initial lump sum contribution; or from regular contributions over the first 12 months. This fee will be offset by any initial fees applied to product switches arranged at the same time.

Ongoing Advice

The charging structure and method varies by fund value, as at last review (annual).

The charging structure will be adjusted at each annual review, until the client's fund value exceeds £48,000. At this point, our Ongoing Adviser Charge is 0.50% per annum of the fund value.

For fund values of less than £24,000 at last review, our Ongoing Adviser Charge is 0.50% per annum of the fund value, and a calculated direct debit amount, to provide a minimum £240 per annum fee (subject to fluctuations in fund value).

For fund values of between £24,000 and £48,000 at last review, a personalised Ongoing Adviser Charge applies to each client, reducing from 1.00% to 0.50% per annum of the fund value, to provide a minimum £240 per annum fee (subject to fluctuations in fund value) across all products (usually pension, ISA and GIA).

The Ongoing Advice Service and the Adviser Charge can be cancelled at any time by you, with one month's notice.

Examples of the Ongoing Adviser Charge for differing fund values are shown below:

Investment Funds Value (at last review)	Ongoing Advisor Charge (subject to fluctuations in fund value)	Payment method	
		Percentage of Fund Value	Direct Debit
£10,000	£240.00 per annum	0.50%	£15.83 pm
£20,000	£240.00 per annum	0.50%	£11.67 pm
£30,000	£240.00 per annum	0.80%	£0.00 pm
£40,000	£240.00 per annum	0.60%	£0.00 pm
£50,000	£250.00 per annum	0.50%	£0.00 pm
£100,000	£500.00 per annum	0.50%	£0.00 pm
£250,000	£1250.00 per annum	0.50%	£0.00 pm
£500,000	£2500.00 per annum	0.50%	£0.00 pm

Pension accessing and annuities

Where we provide a recommendation and facilitate a withdrawal of money from your pension, our advice charge is £500.

Where we recommend and arrange the purchase of an annuity with some or all of your pension, the £500 charge above does not apply. Instead, our advice charge is calculated on a tiered basis on the amount used to buy the annuity:

1.5% on the first £250,000,
1.0% on the next £250,000 (i.e. from £250,000 to £500,000),
0.5% on any amount above £500,000.

Each rate applies only to the part of the purchase amount that falls within that band. Examples of the adviser charges payable for differing annuity purchase amounts are shown below:

Annuity purchase amount	Adviser Charges Payable
£100,000	£1,500
£350,000	£4,750
£600,000	£6,750

Protection

For clients on the Ongoing Advice Service, where we provide a recommendation and set up your protection plan, we will receive an intermediary commission. There is no additional cost to be paid directly by you for setting up a protection plan.

HOW OUR ADVICE IS PAID FOR

The way you pay us will be agreed with you in advance of us transacting any business.

The most common way for our charges to be collected is through product charges. If you agree to our services and the charges being collected this way, we will receive our remuneration directly from the product provider. This will be paid for by a deduction from your investments of the charges outlined in "Cost of our Advice" Although you pay nothing directly to us, that does not mean our service is free.

You still pay us indirectly through product charges. These charges reduce the value of your investment. These charges reduce the amount left for investment.

Alternatively, we can invoice you and you can pay us directly (via direct debit where required). We will invoice you as follows:

- Switch charge - Once the switch is complete
- Ongoing charges - Invoiced regularly, typically annually.

The charges will be the same as if we collect through product charges, but there will be no additional adviser charges deducted from your investments.

We advise on a range of products from a variety of firms; we may receive certain non-monetary benefits from these firms, which are used to enhance the quality of service we provide to you.

INFORMATION ABOUT OTHER COSTS AND ASSOCIATED CHARGES

There may be other costs, including taxes, that are payable through other parties (such as the product provider) that we may not be party to. Such charges are normally disclosed in relevant third-party documentation, for example a Key Features Document.

ACCOUNTING TO YOU

We will confirm to you in writing the basis or our reason for recommending the transaction executed on your behalf in a document called a Suitability Report. We will also make arrangements for all your investments to be registered in your name unless you first instruct us otherwise in writing with an explanation as to why you require this.

Normally all policy documents showing ownership will be forwarded to you by the provider. If we are to receive them, we will forward on to you as soon as practicable after we receive them. Where a number of documents relating to a series of transactions is involved, we will normally hold each document until the series is complete and then forward them to you.

CONTINUITY OF SERVICE UPON DEATH

In the event of your death, our advisory service will continue for the benefit of the survivor and/or your executors. Since any investments which we have arranged for you will continue to be managed and reviewed, we will continue to receive our agreed adviser charges until the executors of your estate instruct otherwise.

INVESTMENT OBJECTIVES & RESTRICTIONS

Following the issue of this agreement, any subsequent advice or recommendation offered to you will be based on 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. Details of your stated investment objectives will be identified during our discussions with you and confirmed in the Suitability Report that we will issue to you to confirm our recommendation. Unless confirmed in writing to the contrary, we will assume that you do not wish to place any restrictions on the advice we give you.

BEST EXECUTION POLICY

It is in the interests of our clients and Omny Benefits that we obtain the best possible result when placing orders with other firms (e.g. third-party brokers), for the execution of client orders or when transmitting orders on behalf of clients. We are required under the rules of the Financial Conduct Authority to take all reasonable steps to provide 'best execution' when carrying out such transactions.

Full details of our best execution arrangements are provided in our 'Best Execution Policy', a copy of which can be provided on request by calling 0208 189 6100 and asking for the Compliance department.

DISCLOSURE

It is your responsibility to provide complete and accurate information to us. A failure to do so, or a failure to inform us of any subsequent changes, may affect the quality of advice you receive. A failure to provide your product provider with complete and accurate information, or to notify your product provider of any change in the information previously disclosed, may invalidate your policy, this is known as 'non-disclosure'. We do not accept responsibility for verifying any information that you provide to us or ensuring that it is complete before passing it on to an insurer or other product provider.

THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

We are covered by the FSCS. You may be entitled to compensation from this scheme if this firm ceases to trade and as a result of our advice you have suffered a financial loss. This depends on the type of business and the circumstances of the claim. You will be known as a "Retail Client" for investment business and a "Consumer" for protection business as these classifications give you the maximum regulatory protection. You may need this information if you are asked how you are categorised in the event of a claim.

FSCS - https://www.fscs.org.uk/

WHAT TO DO IF YOU HAVE A COMPLAINT

If you wish to register a complaint, please contact us in writing and send to the following address:

Chris Halloran, Omny Group, 3rd Floor, The Great Hall, Mount Pleasant Rd, Tunbridge Wells, Kent, TN1 1QQ, or email chris.halloran@omnygroup.co.uk.

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service. You can contact them via their website www.financial-ombudsman.org.uk, or telephone 0800 0234567.

COMMUNICATION BETWEEN US - MODE OF COMMUNICATION

We will enter into communication with you through whatever means are convenient to you and us, including face-to- face, telephone, e-mail and other acceptable electronic communication methods. Our communications with clients will ordinarily be in English, both in respect of oral and written communications.

To avoid possible disputes, you are required to give your instructions to us in writing. Oral instructions may be accepted provided you subsequently confirm them in writing. If written confirmation is not received, we may still act on your instruction but will not be obliged to do so.

FOREIGN ACCOUNT TAX COMPLIANCE ACT

The Foreign Account Tax Compliance Act (FATCA) requires US persons holding an interest in any specified foreign financial assets with an aggregate value exceeding $50,000 to report related information to the IRS. It is your responsibility to inform us if you:

- have US citizenship or lawful permanent resident (green card) status
- were born in the US
- have a US residence address or US correspondence address (including a US PO box)
- standing instructions to transfer funds to an account maintained in the United States or directions regularly received
- from a US address
- have an 'in care of' address or a 'hold mail' address that is the sole address
- have a power of attorney or signatory authority granted to a person with a US address

Please note that we are not responsible in any way for any reporting obligations that you may have in relation to FATCA. We may also share your FATCA status with other Financial Institutions, HMRC and/or the IRS if requested.

OUR DATA PROTECTION STATEMENT

Omny Benefits is committed to ensuring the security and protection of your personal data and to providing a compliant and consistent approach to data protection. We have always had a robust and effective data protection program in place which complies with existing law and abides by data protection principles.

Any personal data we hold will be held in compliance with the **UK General Data Protection Regulation (UK GDPR)** and the **Data Protection Act 2018.** Where appropriate we will provide you with a privacy statement informing you of our data processing commitments and your rights.

https://omnygroup.co.uk/privacy-policy/

SPECIAL CATEGORY DATA

We may also collect, store and use the following Special Categories of more non-financial, sensitive personal information:

- Information about your health, including any medical conditions, health and sickness records
- Biometric data from images for ID verification
- Other data volunteered by you, as part of discussions around services or support requirements e.g. in relation to language, race, ethnicity, religious beliefs or sexual orientation
- We believe that we can obtain and hold sensitive (special category) data about you under the lawful basis of 'Legal Claims'.

The use of these categories of data would be specific to the needs and use within Omny's advice process. Any personal data we hold will be held in compliance with the **UK General Data Protection Regulation (UK GDPR)** and the **Data Protection Act 2018.** Where appropriate we will provide you with a privacy statement informing you of our data processing commitments and your rights.

https://omnygroup.co.uk/privacy-policy/

DATA SHARING WITIHN THE GROUP

As part of our service delivery, we use a client relationship management system (Salesforce), which is currently licensed and administered by **Outset Limited**, a company within our group.

Until all systems are transitioned fully under Omny Benefits, limited personal data may be transferred to and accessed by Outset Limited solely for operational, administrative and support purposes. This data sharing is carried out in line with our obligations under the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.

Robust measures are in place to ensure that your personal data remains secure, confidential and used only for the purposes outlined. This arrangement is temporary and will cease once systems are fully aligned under Omny Benefits.

ANTI-MONEY LAUNDERING CHECKS

We reserve the right to conduct an electronic money laundering check on each client. However, you should be aware that as a result of this, it will leave a 'soft footprint'. This means that there will be no impact on an individual's credit file and would not be seen by any company conducting a credit check on you. You must advise us if you do not wish this check to take place.

LAW

These Terms & Conditions will be governed by and construed in accordance with English law. We shall communicate with you in English. All documents will be provided to you in English, and it is expected that you will communicate with us in English. There is no minimum duration for the contract.