



# O-IM CLIENT AGREEMENT

August 2021

[www.o-im.co.uk](http://www.o-im.co.uk)

# Client Agreement



This Agreement contains important information regarding the services that we will provide to you and, for your own protection, you should read them carefully before accepting them. If you do not understand anything in these Terms and Conditions, please email [info@o-im.co.uk](mailto:info@o-im.co.uk) and ask for further information.

O-IM is the trading name of Opulence Investment Management Limited, a company authorised and regulated by the Financial Conduct Authority (reference number 941150) and registered in England and Wales with company registration number 13012247. Registered Office: Kemp House, 160 City Road, London, United Kingdom, EC1V 2NX Contact Numbers: +44 1202 129703 / +44 2031 371813



- a** We offer a range of services including fully-fledged discretionary investment management.
- b** Where we utilise particular investment strategies and products for you, these will be selected based on your personal circumstances, financial goals and objectives, we will consider several factors, including the services you need, the cost of investing, how much risk you are prepared to accept in an investment product and how much of a drop in its value you could withstand i.e., your ability to take risk.
- c** The areas we can provide expertise on include, but is not limited to, unit trusts, open-ended investment companies, investment trusts, exchange-traded funds, equities, corporate and government bonds, hedge funds, private equity, structured products and various derivatives. Whilst we focus on readily realisable assets for most of our asset selection we will advise if an asset is not readily realisable. All assets that we either include in your portfolio or advise you to purchase have been accepted by our investment committee following our internal due diligence and research process.
- d** Our initial meeting with you is free of charge and without obligation.
- e** Where we are acting as a Discretionary Investment Manager (Discretionary, Managed or Bespoke Portfolios) we will agree with you the asset allocation and specific strategy and act under the terms of that agreement. We will execute transactions without agreeing on the specific transaction with you.
- f** Where we are acting on an advisory (Advised Brokerage) basis, we will agree all portfolio purchases and sales with you prior to execution. We may, at your request, advise on the purchase of less liquid investments on an advisory basis and will inform you of the relevant details at the point of advice.
- g** Where you choose to hold your assets with us and utilise our Execution-only service, we will not offer specific advice but will continue to assess the



appropriateness of the investment you wish to execute. Accounts held on this basis will be duly designated as "Execution Only".

We reserve the right to decline to act if we feel the transaction is not appropriate.

- h** Where clients have existing assets which they wish to transfer to our Discretionary Management Service, these will be reviewed against our criteria to determine whether they will form part of the portfolio under our discretionary management. Where this is not possible, we will agree with you to either:
  - i. Create a separate brokerage account so that we can report on those assets, but they will not form part of the Investment Mandate for the main portfolio and will not be considered as part of any performance reporting.
  - ii. Facilitate the selling down of those assets through the Investment Mandate and will be excluded from performance reporting.

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### Our Process

- a** We will offer you an initial discussion at our expense during which we will fully describe our services and explain all elements of our service including applicable fees. If you decide to go ahead, we will:
  - i. Gather and analyse personal information about you and your needs and objectives. We will consider factors such as your investment time horizon, willingness to take risk, ability to take risk, investment objectives, liquidity needs, and income requirements
  - ii. Investigate and research the best solution for you based on the information we have gathered
  - iii. Recommend and discuss the proposed services with you, which may include an asset allocation and any investment restrictions we would



propose to set up on your behalf. If you are a Discretionary Client, you will be presented with an Investment Mandate, and once agreed by you, this will be the basis of our discretionary management. We will also confirm our fees, which are detailed below in the "Fee Schedule".

iv. We will provide regular reporting and updates and discuss these with you at regular intervals. Our portal will provide information on demand and provides the ability to 'chat' electronically with your Investment Manager

v. Annually, we will review the services we are providing to you and fees that have been paid for our services. We will also confirm our current understanding of your suitability profile.

- b** We will take all reasonable steps to manage your portfolio with due care and skill. It is your responsibility to keep us informed of any changes in your personal circumstances that might have an impact on how we manage the portfolio, or that may affect our ability to discharge our obligations under this agreement.
- c** O-IM may at its sole discretion decide whether to exercise voting rights or corporate actions relating to Investments. This may mean that we act in accordance with or against the recommendations of boards or may not vote at all. O-IM will seek to act in accordance with the best interests of its clients when exercising (or not exercising) voting rights or taking up (or not taking up) rights arising on corporate actions.

## 4 Client Classification

- a** Unless we notify you in writing to the contrary, we will treat you as a "retail client". This means that you are afforded the highest level of protection under the regulatory system and should have the right to take a complaint to the Financial Ombudsman Service.

## Your Aims and Objectives



- a** The proposed portfolio structure and investment approach will only be established after we or your financial intermediary have assessed your needs and considered your investment objectives and attitude to any risks that may be involved. We will also consider any restrictions that you wish to place on the type of assets you would be willing to consider. Where you are working with a financial adviser or another professional service provider, we will rely on the information provided by them. Once these points are clear we will provide a written report with an example of the types of holdings a fully invested portfolio with the relevant attitude to risk would hold.
- b** In normal market conditions we would expect your asset allocation to match your agreed investment mandate within 3 months, but this may take up to 6 months. This will be referred to as the phasing-in period.
- c** We will keep the holdings in the portfolio that we are managing under review in terms of whether they continue to meet your objectives and risk profile. Any new money invested into your portfolio will be managed on the same basis as the existing funds unless you instruct us otherwise.
- d** Please be aware that investments can fall as well as rise, and that you may not get back the full amount invested. The price of investments we include in the portfolio will fluctuate as a result of movements in the financial markets and other economic factors outside our control. Past performance is not to be treated as a guide to future performance. Specific warnings relevant to the asset classes and investment strategies we recommend will be confirmed to you in your suitability report.
- e** Neither O-IM Ltd nor its employees are qualified to render legal, tax, accounting, or financial planning advice, or to prepare any legal or accounting documents. It is hereby understood and agreed that the onus is on you the client to refer to a solicitor or accountant on any point of law or accountancy, inclusive of tax arrangements and pension transfers, that may arise while in discussion with us.



- a** To ensure security, we ask that any instructions are provided in writing, including email, from an address (digital or physical) we have on our records, via our secured web service or our secure mobile application. We may contact you before acting on your instruction if we feel it is in your best interests to do so. We will also accept instruction through one of our recorded telephone lines but will seek to confirm this in writing as soon as practicably possible and in your best interest. We will not be obliged to act on any instruction and we will not act on any instruction where it is illegal or against any relevant rule or regulation to do so. Where we do act on your instructions we will do so as soon as reasonably practicable once we have received them.
- b** If you decline to give relevant information this may impact on the suitability of the investment strategy we implement on your behalf and, in some situations, we may decline to manage investments on your behalf. You should notify us of changes in your circumstances or objectives so that we can maintain an appropriate investment style for your portfolio.
- c** Our agreement comes into effect when you sign it, and the Contracts (Rights of Third Parties) Act 1999 shall not apply. In doing so, you warrant that you are entitled to the assets being invested and can provide instructions without the need for the approval of a third party. This agreement shall be construed in accordance with English Law and the parties shall submit to the exclusive jurisdiction of the English Courts.

## Amending this Agreement

- a** You or we may terminate this agreement at any time, without penalty. 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 these terms of business unless otherwise agreed in writing. You will be liable to pay for any



transactions made prior to termination and any fees outstanding, if applicable. As part of your instructions, you will need to tell us whether the assets held in your portfolio are to be transferred elsewhere or are to be sold. Dealing or re-registration costs may be incurred, and we will inform you of these before action is taken.

- b** Any ongoing service we provide is optional and as above you can stop our ongoing charge and cancel the agreement by writing to us, at any time.
- c** We may amend this agreement by giving you 10 business days' notice by email or post as set out in the initial application. If we are required to amend this agreement for reasons of compliance with the FCA Rules, or any other applicable law or regulation, we may do so with immediate effect.



## Cancellation Rights

- a** Once you have instructed us to proceed you may change your mind at any time. However, you may have to pay for any loss reasonably incurred in cancelling, which is caused by market movements. This means that in some circumstances you may not get back the full amount invested if you cancel the contract with O-IM.



## Conflicts of Interest

- a** We endeavour always to act in the best interests of our clients. However, circumstances can arise where we, or one of our other clients, may have some form of interest in business being transacted for you. If this happens or we become aware that our interests or those of another client conflicts with your interests, we will write to you and obtain your consent before we carry out the relevant instructions, detailing steps we will take to ensure fair treatment.





- a** Our main business is advising on and managing investments. You can check our full list of permitted business on the FCA's Register by visiting the FCA's website <http://www.fca.org.uk/firms/systems-reporting/register/search/financial-services-firms> or by contacting the FCA on 0800 111 6768.
- b** We are duty-bound to comply with all regulatory requirements that are imposed upon us, and this includes our commitment to 'Treating Customers Fairly'. All our employees and representatives are held to our high internal standards and these standards are monitored regularly.
- c** If you are dissatisfied with the service we are providing, you may be entitled to make a complaint. We have a complaints procedure that is available on request. If you wish to register a complaint, please contact us;

**In writing:** Carl Stelfox, Chief Compliance Officer – [compliance@o-im.co.uk](mailto:compliance@o-im.co.uk)

**On phone:** To your designated Investment Manager who is trained to follow our internal complaints procedure

- d** For your further protection if you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service ('FOS') at <https://www.financial-ombudsman.org.uk/>. Please be assured we treat complaints very seriously.
- e** We are covered by the Financial Services Compensation Scheme ('FSCS'). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim;

**Investments** - most types of investment business are covered up to a maximum of £85,000.

More information about compensation scheme arrangements is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk)

## Anti-Money Laundering



- a** We are required by anti-money laundering regulations to verify all clients' identity, to obtain information as to the purpose and nature of the business we conduct on their behalf, and to ensure the information we hold is up to date. For this purpose, we may use electronic identity verification systems and may conduct checks from time to time during our relationship, not just at the beginning. Agencies may note searches, which can be shared with other firms to prevent fraud. We may also ask for original documents which we will record to meet our Anti-Money Laundering obligations.

## Communications

- a** We will communicate with you in English, both verbally and in writing. We may communicate with you at any time. If because of any unsolicited communication from us, you enter into any investment transaction you will not have the right under Section 30 of the Financial Services and Markets Act 2000 ("FSMA") to treat such investment transaction as unenforceable.
- b** We may act on any instruction or other notification which we believe in good faith is from you without carrying out any further checks or investigations. We will not be liable for following an instruction or notification which is not in fact genuine or for not following or for investigating further any instruction or notification we believe may not be genuine. We will not be liable for any error of transmission or misunderstanding, or for the fraud of any other party (except in the case of our negligence, wilful default or fraud). We are not obliged to acknowledge receipt of your instructions.
- c** We will send all notices, information and other correspondence to you using the secure web portal, email or postal address set out in the initial application until you inform us otherwise.



- d** We cannot guarantee that electronic communications will be successfully delivered, or that they will be secure and virus free. We will not be liable for any loss, damage, expense, harm or inconvenience caused as a result of an email being lost, delayed, intercepted, corrupted or otherwise altered, or for failing to be delivered for any reason beyond our reasonable control.

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### Reporting

- a** We will provide portfolio valuation reports to you regularly and you can view the current composition of your account(s) through our portal at any time. Reporting will typically be sent via electronic means only but postal copies can be sent upon request.

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### Execution

- a** Unless otherwise expressly agreed in advance in writing, we may deal on any markets or exchanges and with any counterparties that we believe provide the best outcome reasonably available. All transactions will be carried out in accordance with the rules and regulations of the relevant market or exchange, and we may take any steps as may be required or permitted by such rules and regulations and/or by appropriate market practice.

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### Client Money

- a** O-IM Ltd is permitted to control Client Money but we are not permitted to hold Client Money and we cannot accept a cheque made out to us (unless it is in respect of an item for which we have sent you an invoice) or handle cash.

## Custody and Nominee



- a** We work with several independent third-party custodians who provide dealing, settlement, and custody services, and their terms are available on request. Your investments will normally be registered in the name of the custodian's nominee and may be pooled with the assets of other clients. You will, of course, remain the beneficial owner of the assets and they will be separately identified from the assets of any other client and from O-IM Ltd. As a result, you will not get documentation showing your ownership of each asset. This means that your entitlements may not be separately identifiable or certificated; you would not have a claim against a specific sum in a specific account but rather against the client money pool in general.
- b** We have carried out due diligence checks on the custodian we work with and believe that they will provide the service you deserve, however, we reserve the right to change them without notice to our clients should our opinion be that circumstances have changed. We will not be responsible for the acts, omissions, default, or insolvency of a custodian or its nominee except where such a default is caused by negligence on our part.
- c** Our periodic valuations will show the assets held on your behalf and will track the sales and purchases so that you can see the changes in your portfolio over time. These valuations will also show cash flows from activities like additional investments made by you, fees, sales, purchases, dividends and interest.

## Liability

- a** Where loss, damages, or costs suffered or incurred by you are the direct result of our actions amounting to gross negligence, wilful default, fraud, and/or deliberate and wilful breach of any duties which we owe you under FSMA or FCA Rules then we will accept responsibility and act promptly to rectify the situation. We will not be liable for any other losses, damages or costs suffered or incurred by you.

## Indemnity



- a** You will indemnify us against any liability, cost, expense, loss, or any damage incurred by us (including but not limited to professional advisors' fees) arising from your breach of this Agreement, negligence, wilful default or fraud.

## Death

- a** Where we are informed that a sole account holder has passed away, we will continue to manage the portfolio according to the mandate and until we are instructed otherwise by your Personal Representatives. Where an account is held jointly, we will maintain the mandate until told otherwise. We will co-operate with personal representatives in these situations and provide valuations to assist in their responsibilities. Documentary evidence will be required before the portfolio can be liquidated or transferred.

## Best Execution

- a** We are dedicated to treating our clients fairly and adhere to our obligations under the EU Markets in Financial Instruments Directive ("MiFID") to undertake orders without disadvantaging our clients. We will take reasonable steps to obtain the best possible result for you by considering not only price but also costs, speed, likelihood of execution and settlement, size, nature or any other consideration relevant to the execution of the order.
- b** We have developed and regularly review procedures with our execution venue for asset transactions so that we can achieve order execution obligations and that orders have been fulfilled according to the principle of best execution.



- c** The factors considered by our execution venues include price, stock liquidity, ability to deal on more than one market, trading systems and any specific conditions attached to the order by us as your investment manager. We, therefore, anticipate that best execution will be attained for you, however particular order conditions may arise restricting the achievement of best execution. In this situation we will advise you accordingly.
- d** Our execution venues will execute the order as soon as reasonably practicable unless any delay will better serve our clients' interests. Orders will be transacted in the same order as they were received unless specific orders have conditions attached which may alter the order of priority.

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### Investment and Risk Disclosures

- a** We cannot cover all risks in a brief, readable format, nor predict all future market events. However, please be aware of the following:

  - a.** The value of investments may go down as well as up;
  - b.** Past performance is not an indicator of future performance;
  - c.** You are not certain to make a profit;
  - d.** The value of investments and the income from them may fluctuate significantly;
  - e.** Investments in non-UK assets may be impacted by currency movements;
  - f.** Taxation legislation and reliefs, including HMRC practice, may be subject to change.
- b** Additional specific risks associated with investing in shares include:

  - a.** Dividends are not guaranteed;
  - b.** Companies may go bankrupt rendering the original investment valueless;
  - c.** If there is no recognised market for shares, then these may be difficult to sell and accurate information about their value may be hard to obtain;



- d.** Smaller company investments may be difficult to sell if there is little liquidity in the market for such shares and there may be substantial differences between the buying price and the selling price;
- e.** Shares on overseas markets may involve different risks to the UK.

**c** Additional specific risks associated with investing in fixed interest include:

- a.** There are few recognised markets in such securities, as the trading is between the issuers, their brokers, and the banks and securities houses making a market in the securities;
- b.** Securities issued by overseas bodies may involve different risks to the UK.
- c.** Capital may be lost whether held to maturity or in the event of default of the issuer;
- d.** There is a risk of capital erosion in real terms over time because of inflation.
- e.** The value of fixed income securities may fall as well as rise due to market movements;
- f.** Compensation may not be available at all or to the entire extent of deposits made with banks that subsequently default.

**d** O-IM will not be using unregulated collectives, nor private shares in its portfolio construction unless otherwise agreed with you.

**e** Additional specific risks associated with investing in regulated collective investment funds include:

- a.** There are no recognised markets for collective investment funds as units/shares are issued and redeemed by the managers/operators/administrators of the funds;
- b.** Funds may be valued for pricing and dealing purposes either daily, weekly, fortnightly, monthly or even less frequently by the managers/operators/administrators;
- c.** The prices of the underlying investments of the funds will vary according to the markets on which these are listed or traded;



- f** All information we use when selecting an investment is publicly available information. Whilst we use advanced tools to access information, we are reliant on this information being accurate when making decisions. Accounting practices can differ between companies and countries and errors when identified can have a material impact on the value of an investment. We do not accept liability where we have relied on information that we believed to be accurate and has been obtained from a credible source.
- g** O-IM will make available a full "Glossary" which will seek to detail the risk attributes of investments and other defined terms that we will regularly use. This "Glossary" is for educational purposes only.

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### Stabilisation

- a** Stabilisation is a technique used to artificially maintain the price of a security during the period when a new issue of securities is sold to the public. There are rules a 'Stabilisation Manager' must follow in order to be able to buy back shares e.g., those allotted to institutions, which have decided not to keep them. By creating a market, the price may be kept at a higher level than it would otherwise be during the period of stabilisation. We will endeavour not to take part in stabilisation but securities that are purchased may be subject to stabilisation.

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### Leverage

- a** We may include securities, including investment trusts, which may use borrowing (leverage) as an investment strategy. When this works well it increases the returns on an investment but movements in the price of such securities tend to be more volatile than those in the underlying investments and a sufficiently large fall could result in the loss of the amount invested.



## Discretionary Manager Risk



- a** As a discretionary investment manager, we select individual assets in accordance with the agreed Investment Mandate which will be subject to one of seven risk profiles. As a result, those portfolios and their performance will be specific, even when compared to a portfolio with a broadly similar mandate. We measure on at least a quarterly basis the asset allocation deviation and outperformance/underperformance of all portfolios relative to each, and to comparative industry benchmarks to ensure that the distribution of customer returns is within acceptable ranges. However, you should be aware that because of individual manager discretion within the investment team the bespoke portfolios may outperform or underperform the relevant model.
- b** Portfolio purchase and sale decisions during the tax year are determined through our investment process and as a result, may not reflect your individual taxation situation. This may result in a liability to capital gains tax at the end of any given tax year. You should work with your other professional advisers to ensure that the annual tax information we provide is used appropriately.

## Fee Schedule

- a** Following our initial discussion, which is at our expense, should you decide to go ahead, there is a cost for our services. All fees are represented below as an annual charge. All fees will be calculated and debited monthly from your account(s) and assets may be sold to cover these fees unless otherwise stated.
- b** We reserve the right to change these rates from time to time and will provide advance notification of any such changes by notification through your portal and/or post.



- a** The Initial Charge covers our initial advice, the administration of establishing your accounts, the cost of asset transfers from your existing providers, any costs that arise due to the investment wrapper you hold your investments in (such as a SIPP or ISA) and any other costs involved to have you become a client of O-IM.

- a. First 1.0m\* = 1.5%
- b. 1.0-2.0m = 0.75%
- c. +2.0m = 0.25%

\*We discount the first £1.0m to 0.75% if the initial funding is cash only.

The Initial Charge is tiered and will be charged within 30 days of the account being funded with the initial investment. The charge will also fall due on any subsequent deposits that are equal to or greater than 50% of the initial deposit made within a 6 month period. Additional cash deposits in the same account beyond that period will not attract any charges.

- b** The Ongoing Investment Advice fee covers our ongoing review of your Investment Objectives, regular portfolio reviews with you, our ongoing obligation to assess suitability considering your personal circumstances, access to your personal online portal, on-demand access to review your holdings and having a dedicated Investment Manager assigned to you.

- a. First 500k = 0.8%
- b. 500k – 2.0m = 0.75%
- c. Over 2.0m = 0.25%

- c** The Discretionary Investment Manager fees considers four main aspects:

- 1.** Custody and administration = 0.25%

This covers everything related to the safeguarding and administration of your assets, including any annual costs related to your wrapper and necessary reporting.

- 2.** Investment Manager Fee = 0.45-0.95\*%

This covers all fees related to us managing your actual investments such as our internal research, our portfolio construction and transaction fees for any trading activity. The range provided reflects the potential

differences between model and bespoke portfolios. For some UK securities stamp duty is charged but is not included in this fee but will be reflected in the asset purchase price.



\*To note, the fee may be greater than 0.95% if your investment mandate is particularly complex, but that will be agreed with you in advance.

**3. Underlying Investment Fees = no greater than 0.50%**

This fee is not charged by O-IM directly but is a charge levied by third-party fund managers of any funds that are bought in your portfolio and is reflected in their price. As part of our portfolio construction, we manage these costs so they are not greater than 0.50% and could be less of the portfolio value unless otherwise agreed by you.

**4. Performance Fees = For a bespoke mandate with a specific objective we give you the option to reduce our Investment Management Fee and apply a performance fee. The performance fee will only fall due if we beat a benchmark that has been agreed with you and considers any fees you have already paid us. We do not apply a performance fee on our risk rated model portfolios.**

- d** Our Ongoing Investment Advice Fee and Discretionary Investment Manager Fee is calculated as a percentage of your assets and so the figure you pay monthly will fluctuate as the value of your assets change.

## **Advised Brokerage:**

- a** Annual Fee = £1,995
  - i. The annual fee covers any costs that arise for maintaining your account with us, such as but not limited to, the wrapper the assets are held in, online access to your account and research materials that will be provided to you. Holding your assets in an offshore or onshore bond may attract additional annual charges.



- b** Advised transaction fee
  - i. 0.75% on the first £20,000
  - ii. 0.25% thereafter
  - iii. To note there is a minimum fee of £25.00
- c** Execution only fee
  - i. 0.5% flat fee – minimum fee of £25.00 applies
- d** Excludes – Stamp Duty and PTM levy
- e** Custody and Administration = 0.25%

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## Investment Consultancy

- a** £350 per hour and we expect most reviews to be a minimum of three hours. Larger pieces of work can be agreed at a set price on request.

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## Value-Added-Tax (VAT)

- a** VAT is charged on products and services where applicable.
- b** The initial charge and ongoing investment advice fee do not incur VAT. These are VAT exempt financial intermediary services (this could be subject to change). All other fees are subject to VAT at the standard rate (currently 20% but subject to change)..

## Disclosure of other Fees & Charges



- a** All charges/fees will be fully disclosed to you. These will be agreed with you before we undertake any chargeable work for you. The precise charges relating to any work or recommendations we make will also be confirmed to you in writing. The custody and dealing charges will depend on which custodian we are using and so these will be provided as part of the list of total charges and included in our Investment Mandate.

## Governance

- a** This Agreement and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims) will be governed by and construed in accordance with the laws of England and Wales and subject to the jurisdiction of the courts in those lands.

## Force Majeure

- a** We will not be responsible for any failure to provide our service as a result of events beyond our reasonable control such as fire, flood, pandemic or other natural disaster.

## Privacy Statement

- a** This privacy statement sets out how O-IM Ltd uses and protects any information that you give us.



- b** Data Protection is important to us and we are committed to ensuring that your privacy is protected. O-IM is committed to transparency and it is important to us that you understand how we manage and process your personal data. Should we ask you to provide certain information by which you can be identified you can be assured that it will only be used in accordance with this privacy statement.
- c** O-IM may change this statement from time to time. You should periodically check this statement to ensure that you are happy with any changes. This statement is effective from 2nd August 2021. Should you have any questions, requests, or concerns relating to your personal data privacy or the information in this statement, please contact our Data Protection Team: [info@o-im.co.uk](mailto:info@o-im.co.uk)

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## Global Data Protection Regulation (GDPR)

- a** GDPR is purely to do with how we manage and protect your data and will have no impact on the services we provide to you. We are still committed to delivering market-leading, multi-disciplinary investment management services.

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## Personal Data

- a** Personal data is information, which directly or indirectly identifies you. We are committed to processing your personal data in accordance with EU data protection laws.

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## Phone Line Recording

- a** We record conversations that are conducted on one of our phone lines in accordance with regulation and for training and assurance purposes. Anything that is discussed during a phone conversation may be recorded.

## What information we collect



- a** We may collect certain personal data, which will aid us in delivering the services set out in our contract with you. This includes personal identity details, financial information, information given during interactions or correspondence, and sensitive personal data. It is important to note that we will only collect this with your contractual permission unless we have a legal obligation or other lawful basis to do so.
- b** We may also request information that requires your consent. If this is the case, we will set out the details of how we intend to use the data, acquire your consent and identify how you can withdraw consent. You have the right to withdraw your consent at any time. If you wish to withdraw your consent, please contact our Data Protection Team at [info@o-im.co.uk](mailto:info@o-im.co.uk)

## How we collect data

- a** We may collect your personal data directly from you, as well as from other parties. This includes personal data from someone applying for a joint product or service, like a joint account, as well as from third parties, such as credit reference agencies, banks, suppliers, fraud prevention agencies, financial advisers, tax authorities, and introducers.
- b** We may also collect the following information from the O-IM website:
  - i. Contact information including name, email address & phone number from the Contact Us enquiry form.
  - ii. Website usage and behaviour patterns using Cookies.



## What we do with your data

- a** The use of your data could include, but is not limited to, verifying your identity, providing you with products and services, managing your accounts or any contractual relationship with you, or administering surveys. We will also use it to help improve and keep you up to date with products and services we can provide to you. We may use data collected through Cookies to improve the user experience of our website through statistical analysis.

## Who has access to your data

- a** We may disclose your data to several parties, including:
  - i. Our affiliates;
  - ii. Professional advisers, receivers and administrators, and service providers;
  - iii. Courts, governmental and non-governmental agencies, law enforcement agencies, and tax authorities;
  - iv. Third parties that acquire, or may acquire O-IM assets, shares, or a portion of the business;
  - v. Credit Reference Agencies and Fraud Prevention Agencies;
  - vi. Registrars and custodians where the market rules dictate

## Data protection outside of the EU

- a** We may process or hold your personal data outside of the EEA. In these cases where the country may not have the same EEA laws, we will make sure your personal data is protected in accordance with the applicable data protection laws.



## Links to other websites



- a** Our website may contain links to other websites of interest. However, once you have used these links to leave our site, you should note that we do not have any control over that other website. Therefore, we cannot be responsible for the protection and privacy of any information which you provide whilst visiting such sites and such sites are not governed by this privacy statement. You should exercise caution and look at the privacy statement applicable to the website in question.

## Knowing your data rights

- a** Under the relevant data privacy laws, you have a right to request access to, change or object to the processing of your personal data. You can ask us to provide you with the data we hold about you, and if you want to, for us to delete it. In special circumstances you can even request your data is transferred from O-IM to another firm.
- b** Should you wish to do any of the above, or have any concerns please contact our Data Protection Team at [info@o-im.co.uk](mailto:info@o-im.co.uk). If we are not able to address your concerns and you are still unhappy you may be able to make a complaint to the Information Commissioners Office (<https://ico.org.uk>).

## Controlling your personal information

- a** You may choose to restrict the collection or use of your personal information in the following ways:

i. if you have previously agreed to us using your personal information for direct marketing purposes, you may change your mind at any time by emailing us at [info@o-im.co.uk](mailto:info@o-im.co.uk).



ii. We will not sell, distribute or lease your personal information to third parties unless we have your permission or are required by law to do so.

- b** You may request details of personal information which we hold about you under GDPR. If you would like a copy of the information held on you, please write to the O-IM address found in the back page or email our Data Protection Team at [info@o-im.co.uk](mailto:info@o-im.co.uk)
- c** If you believe that any information, we are holding on you is incorrect or incomplete, please write to or email us as soon as possible at the above address. We will promptly correct any incorrect information.

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## Security

- a** We are committed to ensuring that your information is secure. To prevent unauthorised access or disclosure, we have put in place suitable physical, technical and managerial procedures to safeguard and secure the information we collect. In addition, we limit access to your personal data to those employees, agents, contractors, and other third parties who have a business need to know. They will only process your personal data on our instructions, and they are subject to a duty of confidentiality.
- b** We have put in place procedures to deal with any suspected data security breach and will notify you and any applicable regulator of a suspected breach where we are legally required to do so. In some cases, O-IM uses third parties to handle personal information on our behalf, e.g., IT providers who might store personal information on the cloud or access such information when checking the security of our network.

## Products and Services that are right for you



- a** A better understanding of your circumstances through personal data will help us deliver more products, services and events that may be of interest. We may contact you periodically to provide information regarding the above and invite you to participate in market research. If applicable laws require it, we will always ask for your consent before we send you certain types of marketing communications.

## How we use Cookies

- a** A cookie is a small file which asks permission to be placed on your computer's hard drive. Once you agree, the file is added, and the cookie helps analyse web traffic or lets you know when you visit a particular site. Cookies allow web applications to respond to you as an individual. The web application can tailor its operations to your needs, likes and dislikes by gathering and remembering information about your preferences.
- b** We use traffic log cookies to identify which pages are being used. This helps us analyse data about webpage traffic and improve our website in order to tailor it to customer needs. We only use this information for statistical analysis purposes. Overall, cookies help us provide you with a better website by enabling us to monitor which pages you find useful and which you do not. A cookie in no way gives us access to your computer or any information about you.
- c** You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. This may prevent you from taking full advantage of the website.

## Our Promise to You



- a** We will take steps to protect your personal data against loss or theft, as well as from unauthorised access, disclosure, copying, use or modification. We will retain your personal data for at least 7 years from the end of the relationship or as long as we are required to for legal reasons to fulfil our record-keeping obligations and will not retain personal data longer than is necessary, unless there is a legal reason for extended retention, such as any ongoing contractual liability we may have for the advice provided.
- b** We may revise or supplement our Privacy Statement from time to time to reflect any changes in our business, law, markets or the introduction of new technology. Should you have any questions, requests or concerns relating to your personal data privacy or the information in this statement, please contact our Data Protection Team at [info@o-im.co.uk](mailto:info@o-im.co.uk) or write to the Data Protection Officer at the address shown at the back of this agreement.

## Marketing and Sensitive Information

- a** Occasionally we may wish to contact you with details of other products or services we think may interest you. Accepting this agreement demonstrates consent (which you can withdraw at any time) to us contacting you for this purpose.
- b** Some client data is deemed as sensitive, and we can only hold this with your explicit consent. If you disclose sensitive or confidential information, including documents that contain such information that you upload to our portal, you do so at your own freewill.
- c** For clients of O-IM, we may obtain details of your health to provide you with portfolio management advice. You understand that the information will be kept,

securely, on file indefinitely or until O-IM no longer has any legal liability for advice that has been provided when it will be destroyed or deleted.



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## Your Consent

**a** This is our standard terms of business upon which we intend to rely and should be read in conjunction with your account opening forms and the O-IM Glossary. Acceptance of this client agreement will be taken as confirming that you have read and accept these terms. For your own benefit and protection, you should read these terms carefully before accepting them. If you do not understand any point in either document, please ask for further information.

i. I/We have read and understood that my information will be used as set out in O-IM's Privacy Statement. I/We certify that my consent, to keep and process this information, as stated above, is entirely voluntary and understand that I have the right to revoke this consent at any time by contacting the Data Protection Team at [info@o-im.co.uk](mailto:info@o-im.co.uk)

ii. I acknowledge that this agreement will come into effect from the date of issue.


iii. I also confirm acceptance of the fees due under this agreement being deducted from the portfolio by the custodian.



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London, United Kingdom,  
EC1V 2NX



[info@o-im.co.uk](mailto:info@o-im.co.uk)



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