

Client Agreement

This agreement is issued on behalf of GMP Independent Financial Advisers LLP of The Business Design Centre, 52 Upper Street London N1 0QH whom can be contacted at 0207 288 6400 or enq@gmpifa.co.uk.

Authorisation Statement

GMP Independent Financial Advisers LLP is Authorised and Regulated by the Financial Services Authority. The Financial Services Authority regulates the financial services industry in the UK and their address is 25 The North Colonnade, Canary Wharf, London, E14 5HS. You can check this on the FSA's Register by visiting the FSA's website www.fsa.gov.uk/register FSA No.455048 or by contacting the FSA on 0845 606 1234.

Permitted Business

Our permitted business is advising on and arranging of savings and investments products, pensions, mortgages and non-investment Insurance contracts.

Client Classification

Each client with whom the firm does business is categorised as to identify the level of regulatory protection. We propose to classify you as 'Retail Client' for Investment purposes.

Communications

We will communicate with you in English both verbally and written at all times.

Scope of Service

We operate independently and therefore provide investment services from the whole market.

Services to be provided

With regards to investments which we have arranged for you, these will not be kept under review but we will advise you upon your request. However, we 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.

On issue of this letter any subsequent 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.

GMP Independent Financial Advisers LLP 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.

We will also make arrangements for all your investments to be registered in your name unless you first instruct us otherwise in writing. We will forward 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.

Paying for services

Not all firms charge for advice the same way. We will discuss your payment options with you and answer any questions you may have. We will not charge you anything until you have agreed how we are paid.

We can be paid by a fee.

Whether you buy a product or not, you will pay us a fee for our advice and services. If we also receive commission from the product provider when you buy a product, we will pass on the full value of that commission to you in one or more ways. For example, we could reduce our fee; or reduce your product charges; or increase your investment amount; or refund the commission to you.

We can be paid by commission (or product charges).

If you buy a financial product, we will normally receive commission on the sale from the product provider. Although you pay nothing up front, that does not mean our service is free. You still pay us indirectly through product charges. Product charges pay for the product provider's own costs and any commission. These charges reduce the amount left for investment. If you buy direct, the product charges could be the same as when buying through an adviser, or they could be higher or lower. We will tell you how much the commission will be before you complete an investment, but you may ask for this information earlier.

We can be paid by a combination of commission and fee

In some circumstances, we also charge a fee on top of any commission we might receive.

We can be paid by a retainer

This provides for on-going financial advice, planning or financial coaching. This is tiered based on your needs and requirements.

Our fee option

Depending on the transaction we will charge a flat fixed fee. We will agree the rate we will charge before beginning work. We will tell you if you have to pay VAT.

We may request 50% of the fee to be paid in advance with the balance payable on completion of the agreed transaction.

Our Retainer option

Monthly retainer fee; the tiers are:

- ❑ £60 per month purchases 9 hours per annum
- ❑ £40 per month purchases 6 hours per annum
- ❑ £20 per month purchases 3 hours per annum

Each tier purchases an amount of time to spend on your financial plan. Implementation of your financial plan by acquiring financial products is entirely by your own choice. If you request our help in buying your financial products and make them through us, we will sometimes receive commission for the transaction. (The amount of commission will be notified to you and will be retained by the firm).

Our commission option

Amounts vary according to: the type of product, the amount you invest, and (sometimes) how long you invest for, or your age when you start the product. We will confirm the actual amount to you before you buy a product. The table following demonstrates our normal rates of

commission however if it is proposed that the amount to be charged is greater than this amount written confirmation will be provided.

| Regular Contributions | Based on contribution by you of £100 per month |
|---------------------------------|--|
| Collective Investment | 3% of contribution or £3.00 |
| Whole of Life | 5% of contribution or £5.00 |
| Personal or Stakeholder Pension | 3% of contribution or £3.00 |

| Lump Sums | Based on contribution by you of £1000 |
|---------------------------------|---------------------------------------|
| Collective Investment | 3% of contribution or £30.00 |
| Investment Bonds | 3% of contribution or £30.00 |
| Personal or Stakeholder Pension | 3% of contribution or £30.00 |
| Annuities | 1.5% of contribution or £15.00 |
| Income Drawdown | 3% of contribution or £30.00 |

Material Interest

We will act honestly, fairly and professionally known as conducting business in 'Clients best interest' regulations. Occasionally situations may arise where we or one of our other 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.

In accordance with the rules of our regulator, The Financial Services 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.

The principals of GMP Independent Financial Advisers LLP have a minority shareholding in Capital Reward Ltd. Capital Reward Ltd is a subsidiary of our compliance support company and generates its income from the placement of business with certain product providers. The business placed is intended to add value to the shares in that company and the long term aim is for the shares to be sold, thereby providing a deferred cash benefit to the shareholders. The existence of the shareholding and any potential benefit will in no way influence our recommendation in relation to the most suitable product or provider.

On request we will be pleased to provide you with a list of the providers from whom such benefits may be earned. We can also confirm that the provision of the shares and their potential benefits **do not affect your product terms**.

Rights to Cancel

We will inform you of your statutory right to cancel. The Distance Marketing Directive normally grants you 30 days in which you may cancel a life or pension contract. However there will be occasions where no statutory rights are granted, however this will be explained before any contract is concluded.

Complaints

If you wish to register a complaint, please write to GMP Independent Financial Advisers LLP of The Business Design Centre, 52 Upper Street, London N1 0QH or telephone 0207 288 6400.

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service.

Compensation Scheme

We are covered by the Financial Services Compensation scheme (FSCS) if we cannot meet our obligations. This is dependent upon the type of business and the circumstances of the claim. Most types of investment business are covered by 100% of the first £30000 and 90% of the next £20000 so the maximum compensation is £48000. Further information about this compensation scheme arrangement is available from the FSCS.

Data Protection

The information you have provided is subject to the Data Protection Act 1998 (the "Act"). By signing this document you consent to us or any company associated with us for processing, both manually and by electronic means, your personal data for the purposes of providing advice, administration and management.

"Processing" includes obtaining, recording or holding information or data, transferring it to other companies associated with us, product providers, the FSA or any other

statutory, governmental or regulatory body for legitimate purposes including, where relevant, to solicitors and/or other debt collection agencies for debt collection purposes and carrying out operations on the information or data.

We may also contact you or pass your details to other companies associated with us to contact you (including by telephone) with details of any other similar products, promotions, or for related marketing purposes in which we think you may be interested.

The information provided may also contain sensitive personal data for the purposes of the Act, being information as to your physical or mental health or condition; the commission or alleged commission of any offence by you; any proceedings for an offence committed or alleged to have been committed by you, including the outcome or sentence in such proceedings; your political opinions, religious or similar beliefs, sexual life; or your membership of a Trade Union.

If at any time you wish us or any company associated with us to cease processing your personal data or sensitive personal data, or contacting you for marketing purposes, please contact The Data Protection Officer on 0207 288 6400 or in writing at The Business Design Centre 52 Upper Street London N1 0QH.

You may be assured that we and any company associated with us will treat all personal data and sensitive personal data as confidential and will not process it other than for a legitimate purposes. Steps will be taken to ensure that the information is accurate, kept up to date and not kept for longer than is necessary. Measures will also be taken to safeguard against unauthorised or unlawful processing and accidental loss or destruction or damage to the data.

Subject to certain exceptions, you are entitled to have access to your personal and sensitive personal data held by us. You may be charged a fee (subject to the statutory maximum) for supplying you with such data.

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**.

Termination

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

Declaration

Client consent

I understand and consent to the above terms and I hereby authorise the transfer of information, as described above on a confidential basis when warranted between such third parties. I agree that the client agreement will come into effect from the date of issue.

Please tick this box if you do not consent to us or any company associated with us processing any such sensitive data.

Please tick this box if you do not wish for us or any company associated with us to contact you for marketing purposes by e-mail, telephone, post or SMS.

I have read and understood the terms laid out in this agreement and have chosen for the firms to be remunerated by:

- Retainer
- Payment of a fee
- Payment of commission (or product charges)
- Payment by a combination of commission and fee

| | | |
|---------------------|--|--|
| Client Name(s) | | |
| Client signature(s) | | |
| Date of issue | | |