

CLIENT AGREEMENT FOR INVESTMENTS & INSURANCES

Authorisation Statement

GMP Independent Financial Advisers LLP is Authorised and Regulated by the Financial Conduct Authority. The Financial Conduct Authority (FCA) regulates the financial services industry in the UK and you can check our authorisation and permitted activities on the Financial Services Register by visiting the FCA's website at www.fca.org.uk/firms/systems-reporting/register or by contacting the FCA on 0800 1116 768.

Our Services

GMP Independent Financial Advisers LLP acts on your behalf in advising you on investments and non-investment insurance contracts. We offer products and services as follows:

- **Investments (Independent)** - We offer an independent advice service. We recommend investments based on a comprehensive and fair analysis of the market. We place no restrictions on the Investment Markets we consider before providing investment recommendations, unless you instruct us otherwise. We will only make a recommendation when we know it is suitable for you
- **Non-investment protection contracts** - We offer non-investment protection products e.g. term assurance, income protection and critical illness from a range of insurers
- **General Insurance Contracts** - We offer General Insurance contracts e.g. Buildings and Contents from a range of insurers

We offer you an initial discussion (without charge) at which we will describe our services more fully and explain the payment options. If you decide to go ahead, we will:

- Gather and analyse personal and financial information about you and your aims and objectives
- Recommend and discuss any action we think you should take and, with your agreement, arrange relevant solutions for you

Please be aware that investments carry varying degrees of risk and, as their underlying value can fall as well as rise; you may not get back the full amount invested.

Your Aims & Objectives

We will treat you as a 'retail client' for investment business and a 'consumer' for general insurance business. This means you are afforded the highest level of protection under the regulatory system and have the right to take any complaint to the Financial Ombudsman Service.

Any advice or recommendation we offer to you will be given after we have assessed your needs and considered your financial objectives, attitude to risk and any restrictions that you may wish to place on the type of products being considered.

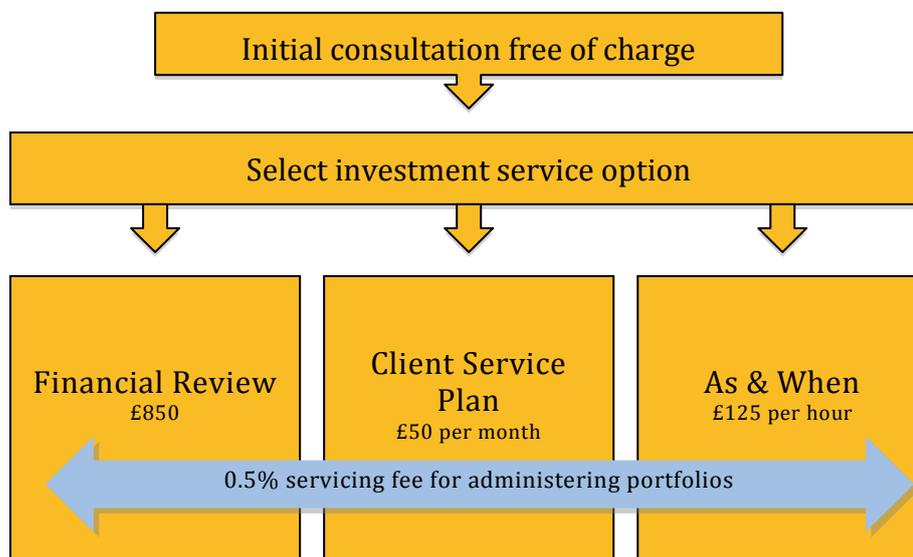
We will confirm to you in writing the basis of our recommendations along with details of any special risks associated with the products recommended. Full details of the products we recommend to you will be covered in the relevant product disclosure information you will receive before conclusion of any contract. This may include, but is not restricted to; the minimum duration of the product, information on cancellation rights and penalties. We will also confirm if any products recommended are not regulated by the Financial Conduct Authority or not covered by The Financial Services Compensation Scheme.

We are committed to providing the highest standard of financial advice and service possible. The interest of our clients is paramount to us and to achieve this we have designed our systems and procedures to place you at the heart of our business. In doing so, we will:

- Be open, honest and transparent in the way we deal with you
- Not place our interests above yours
- Communicate clearly, promptly and without jargon
- Seek your views to ensure it meets your expectations or to identify any improvements required

Our Investment Services & Costs

We provide you with an initial consultation free of charge. This helps us to understand your financial objectives and we will confirm how we can support you in working towards these using one of the service options described below. We will explain how the service options work so you can decide which option suits you best.



Financial Review

With this service option, we will:

- Identify, gather and maintain detailed information relating to your financial situation
- Conduct personal risk profiles for retirement and/or investment
- Gain an understanding of your investment knowledge and tolerance towards investment risk
- Analyse your current financial arrangements
- Advise which retirement and/or investment proposition suits your needs
- Recommend an asset allocation model that matches your risk profile and the subsequent assessment and suitability of any existing holdings
- Provide a full written report confirming our advice and recommendation
- Provide a second meeting to explain and discuss our written report in detail
- Arrange and/or implement our advice, where requested, for a single lump sum investment transaction; an investment transfer or pension switch transaction; a regular contribution towards savings and/or retirement
- Handle all fund and policy administration on your behalf
- Provide regular progress updates
- Ensure all documents are issued to you
- Provide confirmation in writing of all actions taken on your behalf

Our charge for this service is £850 with additional charges applied dependent on the **complexity and nature** of the work undertaken. This is payable on provision of the report containing our recommendations to you. Payments can either be made directly or taken from your investment via the investment provider for single lump sum contributions only and where available. Please note that when paid via the investment provider it may reduce your personal tax thresholds and/or exemption levels; where this happens we will discuss it with you and confirm it in your personal recommendation report.

For example:

- If you require retirement advice, our fee will be £850 fee to provide a recommendation for one pension scheme.
- If you require investment advice, our fee will be £850 fee to provide a recommendation for one investment.
- If you require advice on three separate pensions, our fee will be £1,125.
- If you require advice on three separate investments, our fee will be £1,125.
- If you require advice on a single investment and a single pension we will charge you £975

Client Service Plan

Is ideally suited for people requiring on-going financial planning. All services detailed in "Financial Review & Recommendation" are incorporated within our "Client Service Plan". In addition, we will:

- Provide on-going support
- Agree time scale to complete our recommendations
- Provide at least one annual meeting
- Offer unlimited telephone and email access to our advisers
- Assess your circumstances and administer the necessary changes to your plans
- Monitor your plan and ensure actions are taken to meet your objectives
- Reassess your attitude to risk for retirement and/or investment
- Review your Retirement and Investment planning
- Provide an investment strategy for your Retirement and Investment planning

Our fee for this level of service is £50 per month. Should you decide to cancel our agreement to provide on-going services you must provide written confirmation of your decision and we will cease payments for these services within 7 business days and after collection of any due proportion of any period charges. The minimum payment period is 24 months. *For Example: If you cease the agreement after 14 months you will need to make a payment of £500 to settle the account.*

The servicing fee for administering portfolios is in addition to our Client Service Plan as detailed below.

As & When

Our fee for an As & When service is an hourly rate of £125. We will provide an estimate before commencing work and will not exceed an agreed amount without confirmation. This agreed fee is payable as 50% in advance and 50% on completion of the agreed work. *For example:*

- *If you require retirement advice, to review an existing pension, top up your pension, review a pension Drawdown our fee will be £500 to provide a recommendation and implement the advice (4 hours work)*
- *If you require investment advice, to top up your ISA or other investment , our fee will be £500 to provide a recommendation and implement the advice (4 hours work)*
- *You would like to instruct us for 2 hours on a financial matter, our fee would be £250.*
- *You would like a meeting for 1 hour on a financial matter, our fee would be £125.*

The servicing fee for administering portfolios is in addition to our As & When service option as detailed below.

Servicing Fee for Administering Portfolios

This servicing fee for administering portfolios is in addition to the investment service options. For this service we will:

- Administer retirement and/or investment portfolios
- Review portfolio performance
- Rebalance portfolios & switch funds accordingly
- Monitor asset allocation
- Monitor risk metrics
- Monitor fund performance
- Evaluate asset allocation and underlying funds each quarter
- Research investment universes
- Research Asset Fund Managers & Asset Management Fund groups
- Attend seminars with Investment Fund groups & economists

GMP Independent Financial Advisers LLP do not hold permissions as Discretionary Fund Managers.

We will always request direct permission from our clients to switch and/or rebalance their portfolios

Our fees are 0.5% per annum based on the value of your investment(s) at each 12-month anniversary, paid pro-rata in arrears. For example, if the value of your investment(s) totalled £50,000 our yearly fees would be £250. The amount you pay will fluctuate with the value of your investment; if your investment increases in value the amount you pay us will also increase and if your investment falls in value the amount you pay us will reduce. These charges can be deducted from your investments or paid

directly by you. Please note that when paid through the investments it may reduce your personal tax thresholds and/or exemption levels. Where this happens we will discuss it with you and confirm it in your personal recommendation report. Should you decide to cancel our agreement to provide on-going services you must provide written confirmation of your decision and we will cease payments for these services within 7 business days and after collection of any due proportion of any period charges.

Our General Insurance & Protection Services & Costs

Similar to our investment services above, we will provide you with a personal and financial review prior to making our recommendation(s). Should you accept our recommendation(s) we will arrange the implementation of this/these for you. The reasons for our recommendation(s) will also be provided to you in a written report.

We do not charge a fee for our insurance and protection services, as we will normally receive commission from the policy provider. You will not be subject to VAT for this service.

Cancellation Rights

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 pure protection policies the start of the cancellation period will normally begin when you are informed that the contract has been concluded or, if later, when you have received the contractual terms and conditions. In other cases the cancellation period will begin on the day the contract is concluded or, if later, the day on which you receive the contractual terms and conditions. Instructions for exercising the right to cancel, if applicable, will be contained in the relevant product disclosure information, which will be issued to you. If you cancel a single premium contract, you may be required to pay for any loss you might reasonably incur in cancelling it which is caused by market movements. This means that, in certain circumstances, you might not get back the full amount you invested if you cancel the policy.

VAT

Under current legislation our services are not subject to VAT but should this change in future, and where VAT becomes due, we will notify you before conducting any further work.

Client Money

GMP Independent Financial Advisers LLP is not permitted to handle 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.

Documentation

We will endeavour to make arrangements for all your investments to be registered in your name unless you first instruct us otherwise in writing. All policy documents will be forwarded to you as soon as practicable after we receive them. If there are a number of documents relating to a series of transactions, we will normally hold each document until the series is complete and then forward them to you.

Instructions

We prefer our clients to give us instructions in writing, to aid clarification and avoid future misunderstanding. We will, however, accept oral instructions provided they are confirmed in writing.

Material Interest

We will act honestly, fairly and professionally, conduct business in 'Client's 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.

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. A summary of our internal complaints handling procedures for the reasonable and prompt handling of complaints is available on request and if you cannot settle your complaint with us, you may

be entitled to refer it to the Financial Ombudsman Service at www.financial-ombudsman.org.uk or by contacting them on 0800 023 4 567.

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.

Investment business will normally be covered up to a maximum of £50,000.

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>

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 FCA 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. In order to provide services to you we may be required to pass your personal information to parties located outside of the European Economic Area (EEA) in countries that do not have Data Protection Laws equivalent to those in the UK. Where this is the case we will take reasonable steps to ensure the privacy of your information. 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 committing or alleged committing 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 2886400 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 purpose. 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.

Anti-money laundering

We are required by the anti-money laundering regulations to verify the identity of our clients, to obtain information as to the purpose and nature of the business, which we conduct, on their behalf, and to ensure that the information we hold is up-to-date. For this purpose 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.

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

GMP Independent Financial Advisers LLP 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.

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

This is our standard client agreement upon which we intend to rely. For your own benefit and protection you should read these terms carefully before signing them. If you do not understand any point please ask for further information.

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

Please confirm how you wish to pay for our services**Financial Review**

- I/We wish the fee for the Financial Review Service to be charged directly to me.
- I/We wish the fee for Financial Review Service to be deducted from my investment account.

Client Service Plan

- I/We wish for the fee of £50 per month on-going service to be charged directly to me on a monthly/yearly basis. I / we accept this service plan fee is payable for a minimum of 24 months.

As & When

- I/We understand that the fee for this service is an £125 hourly rate charged directly to me.

Servicing Fee for Administering your Portfolios

- I/We understand that the fee for this service is 0.5% of the value of the relevant investments each year, subject to no minimum.
- I/We wish for this fee to be paid by deduction from the investments / plans we hold. Please note that when paid through your investments it may reduce your personal tax thresholds and/or exemption levels. Where this happens we will discuss it with you and confirm it in your personal recommendation report.
- I/We wish for this fee to be charged directly to me on a monthly/yearly basis.

Agreed Remuneration: £

Client Name:

Client Name:

Client Signature:

Client Signature:

Date:

Date:

Advisor Signature:

Date of Issue:

GMP Independent Financial Advisers LLP