

Client Agreement

Commencement

The following terms will come into force with immediate effect.

Our Services

We will act on your behalf for the purposes of arranging and advising on life assurance, investments, pensions, and insurance. Under the terms of Financial Services Authority regulation, we will classify you as a Retail Client for investment business and will act in your best interests at all times. We will provide you with further details about our services separately.

We may also advise on products and services which are not regulated by the Financial Services Authority. We will tell you where this is the case.

Unless agreed otherwise in writing we will not review any investment or policy that we have arranged for you. We do not accept any responsibility for advice previously given to you by other firms. Nor is it part of our brief to review the suitability of advice previously given to you, unless we have specifically agreed to do so.

We are authorised and regulated by the Financial Services Authority (FSA). The FSA is the independent regulator of financial services in the United Kingdom. The Financial Management Group is a trading name of Mellor Associates Limited and is entered on the FSA register (www.fsa.gov.uk/register) under reference 413224. Our address is: The Financial Management Group, Montague House, 23 Woodside Road, Amersham, Bucks, HP6 6AA.

How we charge you for our services

You have the option to pay for our services by way of a fee in which case the amount will be agreed with you before we carry out any chargeable work. Alternatively we can be paid commission on a product we arrange. We will tell you about how much commission we receive. We will provide you with further details about the cost of our services separately. If we receive any other form of benefit in connection with our services to you we will disclose this to you.

If we arrange for you to take out a protection, investment or pension policy we will not normally charge you a fee for our services because we will receive commission from the life office. IF YOU SUBSEQUENTLY CEASE TO EITHER PAY PREMIUMS FOR OR ENCASH/SURRENDER/TRANSFER THE POLICY and in consequence we are obliged to refund commission that has been paid to us, WE RESERVE THE RIGHT TO CHARGE YOU A FEE based on the number of hours spent in advising you and arranging the policy, BUT WE WILL NOT CHARGE A FEE IF YOU EXERCISE YOUR RIGHT TO CANCEL THE POLICY IN ACCORDANCE WITH THE CANCELLATION NOTICE SENT TO YOU BY THE LIFE OFFICE. If we recommend to you any policy to which this paragraph applies, we will at the same time inform you in writing of the maximum amount of any such fee and of the latest time at which we would charge it.

It is possible that other costs, including taxes (e.g. stamp duty) related to the business we arrange may arise. These costs will not be paid by our firm but borne by you.

Your Protection

We prefer instructions to be in writing. If instructions are given verbally they should also be confirmed in writing. We may refuse at our discretion to accept certain instructions, although such discretion will not be exercised unreasonably. We will normally register all products and/or investment in your name unless otherwise instructed in writing. In certain circumstances products and/or investments may be registered in the name of a nominee company, for your ease of administration, although you will remain the beneficial owner of those products and/or investments.

If we become aware that our interests or those of one of our clients conflicts with your interests, we will inform you in writing and obtain your consent prior to proceeding with your instructions.

WE DO NOT HANDLE CLIENTS' MONEY. Except in respect to settlement of our invoices for agreed fees, cheques should be made payable to the product providers only. We do not accept cash payment.

Risk Warnings

We will communicate appropriate risk warnings prior to providing products or services. These are for your benefit and you should understand the risks before making any investment.

Complaints and Compensation

Our clients value the service we provide and often recommend us to others. In the unlikely event that you are not satisfied and wish to register a complaint, please contact us either in writing, addressed to the Complaints Department at our address detailed above or by email: enquiries@tfmg.co.uk; or by telephone: 01494 434555. Our written complaints procedure is available upon request.

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service (FOS). Further information about the FOS is available from their website www.financial-ombudsman.org.uk.

If we cannot meet our obligations you may be entitled to compensation from the Financial Services Compensation Scheme. This depends on the type of business and the circumstances of the claim. Most investment business is covered for 100% of the first £30,000 and 90% of the next £20,000 so the maximum compensation is £48,000. Further information about the FSCS is available from their website www.fscs.org.uk.

We maintain professional indemnity insurance.

Termination

This client agreement may be terminated at any time, by either party. Notice of termination must be given in writing and will take effect immediately upon receipt. Termination will be without prejudice to the completion of transactions already commenced on your behalf or any rights or obligations already arising. You would be expected to pay for any costs incurred or a due proportion of any fees previously agreed.

Data Protection

In order to provide you with products and services we need to gather personal and financial information about you. This includes information obtained from you or third parties, such as employers and credit reference agencies, fraud prevention agencies or other organisations. This may include sensitive information about racial or ethnic group, physical or mental health, sexual life, criminal proceedings and offences.

You have the right to access information we hold about you. You can access a copy of these records by contacting us in writing, addressed to the Data Protection Officer at our address detailed overleaf or by telephone: 01494 434555. We are entitled to charge a fee for this service of up to £10. If any of the information we hold is incomplete or inaccurate please tell us and we will correct it.

Personal information will be kept for compliance and monitoring purposes. Information may be passed to other financial firms in the course of providing services. We may provide information to our regulators and their successor. We may also provide information to our auditors, professional advisers, and other firms within the Group (if relevant).

We may from time to time contact you by post, fax or e-mail with details of products and services which may be of interest to you. If you would prefer not to receive this information please contact the Compliance Officer in writing at our address detailed overleaf.

We shall disclose information to relevant authorities where we are required to do so by law.

We are legally obliged to verify the identity of our customers and retain these records.

We will retain records after our business relationship has ended for legal and regulatory purposes.

Rights of third parties

These terms of business exclude any rights which may be conferred upon third parties by the Contracts (Rights of Third Parties) Act 1999.

Jurisdiction

This agreement is governed by English Law and the parties of this agreement hereby submit to the exclusive jurisdiction of the English Courts.

Commencement

I/we acknowledge receipt of this client agreement and by my/our signature/s confirm that I/we have read, understand and agree to the terms of business and information about our services set out above.

I/we have received, had explained and understood our 'Key Facts' documents entitled "about our services" and "about the cost of our services".

Signed
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Signed
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Name
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Name
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Dated
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Dated
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