

Client Agreement

for

Date: _____

The Stratton Group
Comprising of:

Stratton Annette's Limited is an appointed representative of Financial Limited,
which is authorised and regulated by the Financial Services Authority.

Stratton House Limited
The Dutch Barn
Unit 25
The Steadings Business Centre
Maisemore
Gloucester
GL2 8EY

Tel: 01452 311637 Fax: 01452 313911

Client Agreement

The Stratton Group comprises of two separate companies:

Stratton Annette's Limited **Stratton House Limited**

This Client agreement refers to Stratton Annette's Limited and Stratton House Limited. All parts of this agreement refer to both companies unless stated otherwise.

This client agreement should be read and retained in conjunction with the "Terms of business", "About our services" and "Cost of our services" documents you have already received.

Commencement Date

This Client Agreement is effective from the date you receive it from us.

Client Monies

Stratton Annette's Limited and Stratton House Limited do not handle clients' money. We never accept a cheque made out to either company unless it is a cheque in settlement of our charges or disbursements for which we have sent you an invoice.

Regulatory Introduction

Stratton Annette's Limited is an appointed representative of FINANCIAL Ltd, which is authorised and regulated by the Financial Services Authority. Stratton Annette's Limited is authorised to advise on and execute transactions related to life assurance cover, pensions and investments in authorised unit trusts, stocks and shares, gilts, personal equity plans, individual savings accounts and other investments. The advice will be specifically geared to your personal requirements. You will be informed if you do not have the right to cancel an arrangement.

Stratton House Limited is not regulated by the Financial Services Authority (FSA). It undertakes only those activities that are not regulated or authorised by the FSA. This would include Trust work, Will drafting, Research, Legal work and other non-regulated activities.

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Investment Objectives and Restrictions

Following the issue of this document, any subsequent advice or recommendation regarding regulated products or services offered to you will be through Stratton Annette's Limited and will be based on your stated investment objectives, acceptable level of risk and any instruction you wish to make regarding the type of investments or policies you are willing to consider.

Details of your stated investment objectives will be included in the Wealth Management Plan or subsequent letters we issue to you confirming our recommendations.

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.

Investment Risk

All investments carry a degree of financial risk, and this will tend to increase in proportion to the potential rate of return on the investments. Any product which is directly or indirectly invested in assets which may fall in value (for example equities) may itself fall in value along with any decrease in value of those assets. Before entering into any investment agreement you must ensure that you understand the risk associated with the product and are content to accept that level of risk.

Client Relations

Stratton Annette's Limited is bound by the rules of the Financial Services Authority and Professional Indemnity Insurance that is maintained for the protection of clients. When you have instructed us to arrange a specific contract or contracts, no further advice will be given unless requested by you. We will, however, be pleased to advise you at any time should you require further assistance.

Personal Interests

Stratton Annette's Limited offers independent financial advice, but occasions can arise where we, or one of our other customers, will have some form of interest in business that we are transacting for you. If this happens, or we become aware that our interests or those of one of our other customers may conflict with your interests we will inform you and obtain your consent before we carry out your instructions.

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Contact

In addition to making calls at your express invitation, we may also call on you at intervals to review your financial planning requirements. We like to keep our customers informed of products and services we offer which may be of interest to them; therefore, from time to time we may forward marketing material to you. We undertake that we will never contact you at unsociable hours.

Advice and Instruction

Any advice given to you by us shall be in writing, (or if given verbally, will be recorded in writing in your client file). We prefer our clients to give us instructions in writing, to aid clarification and avoid future misunderstandings. We will, however, accept oral instructions provided they are confirmed in writing. We may, at our discretion, refuse to accept instructions, although such discretion shall not be exercised unreasonably.

Data Protection

Personal information supplied by you will be used for the purpose of completing transactions on your behalf. It may also be stored on paper or computer records and may be used for statistical purposes by The Stratton Group. Whilst we treat all client records as confidential, details may have to be passed to our regulatory authorities and auditors for the purposes of compliance. In addition, information that you provide may be shared between different companies within the group. At no time will your information be passed outside of the group without your express permission.

We like to keep clients informed of products and services we offer which may be of interest to them. You have a choice of whether to receive any such marketing material from us. If you do not give us this permission (see the Declaration below in Fee Agreement), we will not issue any unsolicited material.

We will not undertake any other form of unsolicited contact with you.

We will supply on request to you or your appointed agent, contract notes, vouchers and copies of entries in our records, relating to your transactions. We undertake to maintain such records for six years from the date of transaction.

To assist us in providing you with a comprehensive service and to ensure our records remain as up to date as possible, we ask that you notify us of any change to your address or personal circumstances in writing as soon as possible.

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Remuneration

Details about the cost of services provided by Stratton Annette's Limited are noted in the "Keyfacts" document that was given to you with this Client Agreement.

The following is provided to give additional clarity to our fee structure:

- i) **The Wealth Management Plan** – A fixed fee will be charged for developing and drafting your plan. The cost of this is noted on the Fee Agreement. You will have 48 hours to change your mind and cancel development of your plan once you have signed and dated this agreement. The Wealth Management Plan is provided by Stratton Annette's Limited.
- ii) **Plan Implementation** – A menu of fees will be included within your Wealth Management Plan. This will detail all fees involved in implementing your plan.
- iii) **On Going Service** – If you decide to become a client and are accepted by Stratton Annette's Limited you will be charged an ongoing fee as noted in your Wealth Management Plan.
- iv) **Commission** – For the implementation of some contracts Stratton Annette's Limited may receive indemnity or "initial" commission from the product provider. This commission will be disclosed to you in writing. If you are using our fee-based service this commission will either be reinvested in the contract or product to increase the amounts invested or reduce the product charges or will be rebated to you directly within 28 days of receipt. You will be required to indemnify Stratton Annette's Limited for any reclaimed commission due to a lapse in the contract policy or policies.

If you are using our commission based service we will retain these commissions as payment for implementation of our recommendations.

The "Keyfacts - About the costs of our Services" document gives you more information about commissions and fees.

- v) **Payment Basis** – Implementation fees will be notified to you in the Fee Schedule of your Wealth Management Plan and subsequent letters. Fees are payable upon receipt of our invoice. The date of receipt is deemed to be three days following posting. VAT will be added where there is no exemption.

Invoices will be issued by the company undertaking the work involved. This may mean that you will have to make different payments to different companies within the Stratton Group.

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Registration of Investments

We will register all investments in your name unless otherwise agreed in writing. All contract notes and documents of title in respect of your investments will be forwarded to you as soon as possible after being received by us. Where a number of documents relating to a series of transactions are involved, they will normally be retained by us until the series is complete.

Termination

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 by first class post. It will be deemed to be received two business days after posted. Any business currently underway will be completed unless we received your instructions to the contrary. Any fees due to us from you at the date of termination will be due within four weeks of the termination date.

New instructions could be executed following the completion of a new Client Agreement.

Upon termination, any transactions in progress shall be completed, unless you notify us in writing to the contrary.

Law

These Terms of Business are governed and shall be construed in accordance with English Law and the parties shall submit to the exclusive jurisdiction of the English Courts.