

LFP Asset Management

Client Agreement & Terms Of Business

Investment Business

1. This Terms of Business letter sets out the basis on which we will conduct business with you and on your behalf. **It is an important document and 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.'**
2. These Terms come into force immediately on issue and remain in force until further notice.
3. **We are authorized & regulated by the Financial Services Authority. Our FSA registered number is 225099. You can check this on the FSA's website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.**
4. **INVESTMENT OBJECTIVES**
In order to provide you with personal advice and recommendations suitable for your particular circumstances we will undertake a 'fact find' to gather the appropriate information. We will then be able to set out clearly your investment objectives.
5. On the basis of the information you have provided to us we have classified you, in accordance with the FSA Rules, as a Retail Customer.
6. Unless you inform us whether there are any restrictions as to the type of investment, or their markets on which you want advice we will only provide that advice on investments within our authorisation and that we believe are suitable for you. We will not provide any service relating to futures, options or contracts for differences.
7. We are an independent broker and advisor. We provide investment advice, and arrange transactions in life assurance (including mortgage protection, critical illness and similar policies), pensions, unit trusts, OEICs, and other collective investment schemes, ISAs, Personal Equity Plan transfers and other securities.
8. We do not normally charge fees but where we propose to do so details will be set out in writing before we carry out any chargeable work on your behalf.
9. We normally derive our income from commission paid to us by investment and insurance companies.
10. Before providing advice on or arranging transactions in packaged products and general insurance you will receive from us an initial disclosure document explaining our services and, for investment business, a fees and commission statement showing you the different payment options.
11. If we receive commission or any other form of benefit from the issuer of a security or from another intermediary, we will inform you, but we will not tell you its amount unless you ask us to do so.
12. We may share commissions with third parties who introduce business to us.
13. We require our clients to give us instructions in writing, to avoid possible disputes. This will usually be in the form of a proposal or application form. We will, however, accept oral instructions in certain instances provided they are subsequently confirmed in writing.

14. For your protection **WE DO NOT HANDLE CLIENTS' MONEY.** We never accept a cheque made out to us (unless it is a cheque in settlement of charges or disbursements for which we have sent you a bill) or handle cash.
15. We will make arrangements for all your investments to be registered in your name unless you first instruct us otherwise in writing.
16. We will forward to you all documents showing ownership of your investments as soon as practicable after we receive them; where a number of documents relating to a series of transactions are involved, we will normally hold each document until the series is complete and then forward them to you. All such documents may be sent by post and is done so at the client's risk.
17. You may be entitled to cancellation rights for the contract you purchase – further details will be provided where appropriate.
18. Unless you specifically request otherwise we may telephone or visit you during normal social hours to offer you further advice or inform you of products and services in which you may be interested. We may also contact you by mail, e-mail or SMS text messages. If you do not want to receive such information please let us know at the above address.
19. We offer independent financial advice, but occasions can arise where we, or one of our other customers, will have some form of interest in business which we are transacting for you. If this happens, or we become aware that our interests or those of one of our other customers conflict with your interests, we will inform you in writing and obtain your consent before we carry out your instructions. There may be occasions when we will be unable to act for one of the parties.
20. Non readily realisable investments will generally have a restricted market, and therefore it may be difficult to deal in that investment or to obtain reliable information about its value.
21. The value of investments may go down as well as up, and you may not get back the amount invested. Levels of income from investments may fluctuate. We cannot be held liable for any depreciation in the value of investments arranged for you.
22. The services to be provided by the firm may include advice on investments relating to, or executing transactions in units in unregulated collective investment schemes.
23. If you should have any complaint about the advice you receive or a product you have bought please write to the Compliance Officer at the above address. Your complaint will be investigated in accordance with the company's complaint handling procedures, a copy of which will be provided to you. If you are not happy with the way in which we carry out our investigation, or with the result, you will then be entitled to complain directly to the Financial Ombudsman Service. A copy of the complaints procedure is available on request.
24. We are covered by the Financial Services Compensation Scheme. 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. Most types of business are covered for 100% of the first £30,000 and 90% of the next £20,000, so the maximum compensation is £48,000. General insurance advising is covered 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit.
27. Further information about compensation arrangements is available from the Financial Services Compensation Scheme.
28. You, or we, may terminate our authority to act on your behalf at any time, without prejudice to the completion of any transactions already initiated, and without penalty. Notice of this termination must be given in writing.
29. **Ongoing Relationship**
When we have arranged any investments for you we will not give you further advice unless you request it, but will be glad to advise you at any time you ask us to do so. A formal

review service is available by separate agreement, details of which we shall be pleased to advise you. In conducting insurance mediation activity the firm does not act contractually on behalf, or for, its customers and consequently the rules for distance non-investment mediation contracts do not apply.

30. We are registered under the Data Protection Act 1998.

You have a right to inspect copies of contract notes, vouchers and entries in our books or computerised records relating to your transactions. We reserve the right to charge a fee for providing such access. As we treat all our clients' records as confidential, we reserve the right to give you copies of those records if to do otherwise would allow access to files containing records about other clients.

You agree that we may hold that information about you on computer and in paper files. Also we may disclose information about you to third parties, a) for the process of providing you with advice and processing applications, or b) to our professional advisers and regulators, or c) where you have given us your permission to reveal such information.

31. We reserve the right to approach third parties and to delay any applications until adequate verification of identity has been obtained under the Money Laundering Regulations 2003 and the Proceeds Of Crime Act 2002.
32. We reserve the right to amend these Terms at our discretion where changes in regulation, law etc. necessitate by giving you notice in writing.
33. These terms of business shall be governed by and construed according to English Law. Any disputes arising under this agreement shall be determined in the English Courts.
34. **Rights Of Third Parties**
A party to this terms of business letter has no right under the Contracts (Third Party Rights Act) 1999 to enforce any term of this agreement. This clause shall not affect any right or remedy of a third party which exists or is available apart from that Act.

Mortgage Business

35. We will review the market place to identify the most suitable mortgage product for you. Under the terms of the FSA there are three levels of service available:
- a) Full advice and recommendation;
 - b) Information on different types of mortgage products available to allow you to make a choice;
 - c) Information on a single product only, where no advice is given.
36. **We offer a full advice and recommendation service in all cases in order that we can make an informed decision with you about the choice of your new mortgage.**
37. We will also provide you with information relevant to your mortgage needs, covering such items as an explanation of the main repayment methods and the implications of taking out a mortgage.
38. During our initial meeting, we will complete a detailed mortgage questionnaire to enable appropriate advice to be given regarding the suitability of the mortgage.
39. Once we have made our recommendations to you, we will confirm our advice in writing and issue you with a Key Facts Illustration. This should be kept by you as it will be a record of the transaction, and will be confirmed by your lender's formal offer of a loan.
40. We will treat all your personal information as private and confidential (even when you are no longer a customer) except where disclosure is made at your request or with your consent in relation to arranging your mortgage.
41. Please note that once your mortgage offer has been produced, should there be a need to have it extended, or in any other way amended, this will normally be arranged by your solicitor, or

licensed conveyancer, directly with the lender and not by LFP Limited unless expressly agreed by LFP Limited in writing. Consequently LFP Limited cannot accept any responsibility, for any errors or delays in this regard.

- 42. LFP may receive fees from lenders with whom we place mortgages or from third party brokers or mortgage packagers. Where this occurs we will tell you the amount.
- 43. Our aim is to provide you with a first class professional and confidential service - should a complaint arise, in the first instance you should contact our Compliance Officer at the above address.
- 44. Where a mortgage has been arranged on a "self-certified" basis, it is incumbent on you that the income, and any other information that you declare on the application form, is correct, to the best of your knowledge, as this will form part of the terms of the mortgage.
- 45. We will endeavour to review your mortgage on a regular basis and will contact you to discuss alternative mortgage products if we feel that this may be of benefit to you. If your current mortgage product is subject to early redemption penalties we will contact you at the end of the redemption period to discuss your requirements. LFP has no duty to review your mortgage at any particular frequency unless otherwise agreed in writing, but a review of your mortgage will normally take place at each of your review meetings at LFP and as outlined above.
- 46. **Buy to let mortgages and certain commercial mortgages are not regulated by the FSA.**

LFP may periodically issue information and newsletters to clients, in paper based or electronic format (eg: e-mail or SMS text messages), to inform them about new opportunities, case updates and product changes. If you wish to be excluded from our mailing list please tick here ().

I / we understand and accept your Terms of Business.

Signed:..... Signed:.....

Date:..... Date:.....

TOB/FSA/Nov12th/2008