

TERMS OF BUSINESS / CLIENT AGREEMENT

Introduction

This document sets out our Terms and Conditions for business and includes a summary of the products and services that Parker Sage Independent Financial Advisers Ltd offers as well as how we charge for our services.

These Terms and Conditions of Business must be read in conjunction with any fee or service agreement issued to you by Parker Sage Independent Financial Advisers Ltd, and must also be read in conjunction with any financial planning report, Suitability Letter, product particulars and Key Features Document issued to you by Parker Sage Independent Financial Advisers Ltd.

The Financial Services Authority (FSA)

The FSA is the independent regulator of financial services. Parker Sage Independent Financial Advisers Ltd is authorised and regulated by the FSA for investment, pension, protection, mortgage, general insurance and is bound by the FSA's rules. The FSA's address is: The Financial Services Authority, 25 The North Colonnade, Canary Wharf, London, E14 5HS.

Parker Sage Independent Financial Advisers Ltd are entered on the FSA's register and their FSA registration number is 434351. This can be checked on the FSA's register by visiting the FSA's website www.fsa.gov.uk/register/ or by contacting the FSA on 0845 606 1234. Parker Sage Independent Financial Advisers Ltd is regulated in the United Kingdom.

Products and Services

We provide impartial and professional advice to both individual and corporate clients on a wide range of financial services areas. This is backed up with traditional values of quality service and client satisfaction. We also work with other professionals to create a comprehensive solution to our clients' financial needs.

We offer an initial discussion (without charge) when we will describe our services more fully and explain the payment options. If you decide to go ahead, we will gather and analyse personal information about you, your finances, your needs and objectives then recommend and discuss any action we think you should take and, with your agreement, arrange relevant investments for you.

We are independent which means we can advise you on the products and services of different companies from the whole of the market. The types of products and services we advise on and arrange are life assurance and other protection policies, personal pensions, annuities, pension transfers, opting out of occupational schemes, income drawdown and phased retirement plans, investments in authorised unit trusts, individual savings accounts, investment bonds, recognised offshore funds, and other regulated schemes.

Our focus is on building long-term relationships with clients and providing the best possible level of service and advice.

Conflicts of Interest

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. Although this is unlikely, if we become aware that our interests or those of one of our other customers conflict with your interests, we will ensure that you receive fair treatment in accordance with the rules and guidance laid down by the Financial Services Authority.

Client Classification

Parker Sage Independent Financial Advisers Ltd classifies all private individuals clients as Retail Clients, and will endeavour to provide all clients with the level of service and advice that a Retail Client could reasonably expect. However, irrespective of Parker Sage Independent Financial Advisers Ltd's classification, any client who would ordinarily be considered to be a Business, Charity, Trusts, Professional Client or Eligible Counterparty may not necessarily have rights under the Financial Ombudsman Service or the Compensation Scheme.

Client Instructions

We normally ask you to give instructions in writing. We may at our discretion accept oral, facsimile or electronic instructions on the condition that written confirmation of any such instruction is issued on the same or next working day as the oral, facsimile or electronic instruction. Parker Sage Independent Financial Advisers Ltd will issue all documentation and communications in English, and will only accept client communications and instructions in English.

Verification of Client Identity

We are legally obliged to verify the identity and certain other information for all clients as well as recording the source of the funds being invested. We reserve the right, at our absolute discretion, not to proceed with a client's instructions when we are not reasonably satisfied with the lawfulness of the transaction. We accept no responsibility or liability for the consequences, whether direct or indirect, of any delay or failure to invest funds when our client verification requirements have not been satisfied in full.

Investment and Policy Reviews

When we have arranged an investment or policy for which you have given us instructions, we will not undertake any regular or periodic review of that investment. You can request that we provide you with a regular or periodic review service, and such arrangement will be subject to a separate written Agreement.

Remuneration

Parker Sage Independent Financial Advisers Ltd is remunerated for its services and advice on either a commission basis; a fee basis or on a fee (off-set by commission) basis.

Paying by commission (or product charges). If we sell you 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.

Paying by 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 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.

Fees are calculated on the basis of the time spent on the work and the charging rate depends upon the complexity of the task and the seniority, qualifications, knowledge and experience of the individual advising or assisting you. Before commencing work you will be notified of the level of fees in your case. We will tell you if you have to pay VAT. At your request, we will provide an estimate of the likely fee in advance of carrying out any chargeable work.

Our typical charges are:

- Senior Consultants £160.00 - £300.00 per hour
- Consultant £120.00 per hour
- Administration (Technical) £90.00 per hour
- Administration (basic) £60.00 per hour

Paying by a combination of commission and fee. In some circumstances, we also charge a fee on top of any commission we might receive. Fees may be abated to the extent of any commission which we receive from third parties in connection with any transactions arranged by us for you. We will endeavour to have any such commission reinvested on your behalf or waived where this is to your benefit. If we receive commission and the relevant policy or investment is surrendered, lapsed or altered by you, so that commission is then repayable by us to a third party, and we have used the commission to reduce our fee to you, or otherwise set it against our charges, you will be liable to pay Parker Sage Independent Financial Advisers Ltd the full amount of the shortfall. This will not arise if the amendment or cancellation is as a result of advice from Parker Sage Independent Financial Advisers Ltd.

Commencement / Termination

These Terms and Conditions of Business come into force with immediate effect upon delivery. You, or we, may terminate our authority to act on your behalf with immediate effect. This may be done at any time, without penalty, but notice must be given in writing. Termination will be without prejudice to the completion of transactions already initiated. Whenever possible, we will give 30 calendar days notice of any amendments to these Terms and Conditions of Business before transacting business with you, unless it is impractical to do so.

Client Money

Parker Sage Independent Financial Advisers Ltd Limited does **not** handle client money. We never accept a cheque made out to us (unless it is a cheque in settlement of fees, charges or disbursements for which we have sent you an invoice) or handle cash. Any such cheques received by us will immediately be returned to you by ordinary post to your last known address.

Cancellation

Cancellation or withdrawal rights may apply depending upon the type of contract and whether the contract was concluded following a face-to-face recommendation or exclusively by one or more means of distance communication. An appropriate notice will be issued to you by the product provider together with confirmation of the contract terms entered into.

Policy Documents

Policies, certificates or other documents showing ownership of your investments will normally be sent directly to you by the product providers concerned but if sent to us they will be forwarded to you as soon as is practical. Where a number of documents relating to a series of transactions is involved we will normally hold each document until the series is complete and then forward them to you. We do not otherwise offer clients a safe custody service, and accept no liability for the default of any third party to whom you instruct us to forward documents.

Data Protection

Information provided by you may be held, processed, disclosed and used by ourselves, professional advisers and any associated companies in servicing our relationship with you. However, strict confidentiality will be maintained at all times. It is understood that, unless you notify us otherwise, you agree to the storage, use and disclosure of such information. This information may be disclosed to third party product providers in the course of providing our analysis and servicing of our relationship with you. No information will be passed to another party without your prior consent unless we are legally obliged to do so. You also agree that for the purposes described above your data may be transferred to countries outside the European Economic Area (EEA). We may use and analyse your data, including the nature of your transactions, to provide you with information by post, telephone fax or e-mail to service and update you, as well as informing you of new investment opportunities. If you would prefer to be excluded from these services, please write to us at Parker Sage Independent Financial Advisers Ltd, 1 Blenheim Court, Peppercorn Close, Peterborough, PE1 2DU.

You have the right to ask for a copy of certain information held by us in our records in return for payment of a small fee. You also have the right to require us to correct any inaccuracies in your information.

Financial Services Compensation Scheme

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 investment business are covered for 100% of £50,000.

Most types of insurance business are covered for 90% of the claim, without any upper limit. Further information about compensation arrangements is available from the Financial Services Compensation Scheme. www.fscs.org.uk

Complaints

If you wish to register a complaint, please contact our compliance officer in writing at Parker Sage Independent Financial Advisers Ltd, 1 Blenheim Court, Peppercorn Close, Peterborough PE1 2DU or by telephone on 01733 562226. We will acknowledge the issue and send you a copy of our internal complaints procedure. The matter will be investigated in line with our procedures and our findings reported to you.

If you remain unsatisfied following Parker Sage Independent Financial Advisers Ltd's investigation of your complaint you may complain directly to the Financial Ombudsman Service, who can be contacted on: 0845 080 1800. Website: www.financial-ombudsman.org.uk

Legal Jurisdiction

These terms of business exclude any rights which may be conferred upon third parties by the Contracts (Third Party Rights) Act 1999. These Terms of Business are governed by and shall be construed in accordance with English Law and the parties shall submit to the exclusive jurisdiction of the English Courts.

Treating Customers Fairly

Our Policy

Parker Sage Independent Financial Advisers Ltd is committed to providing the highest standard of financial advice and investment service. As a firm we take seriously the requirements of the Financial Services Authority, in particular the requirement to treat our customers fairly. We strive to do this in all that we do.

We undertake that all of our actions will be guided by the principle that the interests of our customers are paramount. Our systems and procedures are designed to place our customers at the heart of the business. In our dealings you can expect that:

- We will be open and transparent in the way we deal with you;
- We will not place our interests before yours;
- We will communicate clearly and without the use of jargon;
- We will inform you of our charges before undertaking any work for you;
- We will deal with any problems you may have promptly and fairly.

As examples of how the principles and guidelines mentioned above work in practice in our business we set out below details of what you can expect from us in various areas of our business.

When we give advice

- We will only recommend suitable investments and other products after finding out sufficient information about your circumstances to be able to advise properly. Our advice will be guided only by what is best for our customers.
- We will set out in writing in clear concise terms why we have recommended any particular investment or product.
- We will inform you in advance of our charges and how these could be paid. If any commission is paid because you invest in any product or investment then we will tell you how much this is.
- In the event there is a conflict of interest between us and you, we will tell you about this as soon as we can after becoming aware of this.
- We will keep comprehensive records of our dealings with you and will record your attitude to risk.
- Where appropriate, and where agreed between us, we will monitor your investments and other financial products and contact you to let you know how they are doing.

In our dealings with you

- When you contact us you can expect that we will be polite and courteous.
- All of our staff are trained in dealing with our customers and in treating them fairly.
- When we write to you we will be clear and straightforward; we will try not to use jargon or technical terms. We will be happy to discuss or clarify any matter.
- We will remunerate and incentivise our staff in ways which encourage them to deal with our customers fairly and impartially and to continually find ways to improve our service.
- You can expect that all our staff are trained properly for their roles. All of our advisory staff are qualified financial advisers and are fully trained in respect of the investments and products on which they advise,

When things go wrong

- If you complain about any aspect of our service then you can expect that your complaint will be dealt with professionally, impartially and in accordance with the rules laid down by our regulator, the Financial Services Authority.
- We will provide details of our complaints policies and procedures.

We hope you find using our services a pleasant and straightforward experience. We always welcome comments and observations about the way we deal with our customers and would encourage you to contact us if you have any comments on the way we deal with you.

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