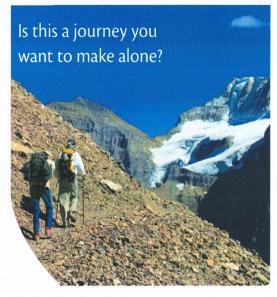
Blue Spir

Our Client Agreement and Terms of Engagement for INVESTMENTS AND INSURANCE



We know the financial industry can feel intimidating

With so much information available on what you should be doing with your finances - on the internet, in papers & on TV, or from a friend down the pub - it's easy to become confused.

Blue Spire can be your guide, helping you understand the advantages and disadvantages of each path you can take and which one/s are suitable for you.

Using our knowledge, expertise and experience, we aim to help you get to where you want to be more quickly, safely and confidently, so you feel in control of your finances.

How We Help Our Clients

Our very first meeting is without charge, pressure or obligation, usually lasts an hour and can be arranged any time between 9.00am - 5.00pm, Monday - Friday, at a location to suit you. It's to find out if we can help you and if you want us to. If you do want to work together we'll get to know more about you, your finances and what is important to you. We research the options to help you achieve your aims and report back.

We'll explain, in jargon free terms:

- the different choices available to you we're here to guide you through the different routes you can take
- which options we recommend and why our advice is independent and unbiased.

It's then up to you to decide what advice we implement and when. Before we start working together we'll clearly explain how we earn our money, the fee we'll charge and how you can pay for our services. Throughout the whole process you are always in control.

Benefits of Advice

With our guidance you can feel confident about making financial decisions, knowing:

- We will search the market for you ensuring your policies are set up with the most suitable provider/s, for example, those that:
 - Provide award winning service and investment performance
 - Offer flexible plans that can adapt with your changing circumstances
 - Deliver competitive products e.g. low charges, great value protection cover, innovative new services, etc
- Our experience and access to industry leading technology means we can help you:
 - Improve your investment returns and reduce the risk of any nasty surprises.
 - Protect you and your family, in case you/they suffer illness or premature death
 - Create a clear plan of your ideal retirement and how to get there

Tel:

And we're not finished there.....

Our on-going services

The future can bring uncertainty and life can change quickly. The plans we set up together may need to adapt and it's a comfort to know **we can be with you every step of the way.**

We offer two options and you can decide which one best suits your needs.

Regular advice service	One-off guidance service
We'll be in touch, at least annually (unless agreed differently) to:	It will be up to you to contact us for further help
Review what's important to you and keep your plans on track, including: Getting up to date with any changes in your circumstances and how this could affect the plans we've put in place for you A look at how your investments have performed compared to the goals we set (where appropriate) and advice on any changes we'd recommend, such as different funds or more tax efficient plans Proactively keeping you up to date with any changes that may affect your plans, e.g. new laws, amendments to taxes, more suitable products & providers, etc. We'll explain your options and recommend changes, giving you the best chance to achieve your aims We'll send you topical newsletters written in plain English	 If we don't regularly review your plans: ◆ They could become unsuitable or out of date. ◆ You could miss out on new, innovative products & services and valuable tax changes ◆ You may not achieve what's important to you, e.g. the retirement you're after, competitive protection for you and your family, etc This service would be suitable for: ◆ Clients who feel confident they could: ❖ Decide which fund/s to switch to if: they're not happy with their returns their attitude towards risk changes, investment factors change, e.g. unemployment or interest rates rise, etc ❖ Keep up to date with law changes, e.g. new ISA limits/rules, etc ❖ Keep their plans on track and achieve their aims, without our proactive advice
You'll have email and telephone support whenever you need it, so you'll be able to make the most of opportunities as they arise and get reassurance in times of worry	
You'll receive priority access to adviser support and advice, compared to clients using our 'One-off guidance' service.	

How we earn our money

Initial Advice Services

Investment Services (e.g. ISA's, pension, etc)				
Investing Lump Sums/Transferring Existing Investments		Saving Regularly		
Our fee - 3% of the amount we invest/transfer (minimum £970) Example		Our fee - 20% of the FIRST (minimum £970) Example	years premiums	
Amount Invested/Transferred	Fee Charged	Amount Saved Per Annum	Fee Charged	
£10,000	£970	£1,000	£970	
£50,000	£1,500	£5,000	£1,000	
£100,000	£3,000	£10,000	£2,000	

Protection Services (e.g. life assurance, income protection, illness cover, etc)

<u>Our fee</u> - We do not charge a fee for our insurance and protection services as we will normally receive commission from the policy provider.

Financial Review Only (e.g. tax planning advice, retirement income forecasting, advice on Cash ISA's)

Our fee - £970 on provision of our report

NOTE - If you decide to implement our recommendation/s and this results in the provision of a financial product (e.g. pension), we will waive this fee.

Ongoing Advice Services

Regular Advice Service (to keep your plans on track)

Our fee - 1% of the funds we look after for you (minimum £470)

Example:

Value of the Investments We're Helping You Look After	Fee Charged
£10,000	£470 per annum (pa)
£50,000	£500 pa
£100,000	£1,000 pa

You can cancel this service at any time, by confirming your wishes in writing and giving us **three months notice**.

One-Off Guidance Service (It will be up to you to contact us if you need further help)

As we'll not be providing regular recommendations, there is no regular fee but if you need further help we would charge for our advice - for example:

Help you may need	Our service & fee
Changing investment funds	Investment Services - 3% of the amount we advise on (minimum £970)
Replacing life cover	Protection Services - commission normally received from the provider.
Reviewing your finances &	
devising a plan - e.g. how to	Financial Review Only Service - £970 on provision of our report
repay your mortgage early	

About Blue Spire

Blue Spire Independent Financial Advice Ltd is Authorised and Regulated by the Financial Conduct Authority (FCA). The FCA regulates financial services in the UK and you can check our authorisation and permitted activities on the Financial Services Register by visiting the FCA's website www.fca.org.uk/firms/systems-reporting/register or by contacting the FCA on 0800 111 6768. Our Financial Services Register number is 599254.

Our Services

We provide independent investment advice. We will consider a range of regulated products from the available market that can meet the investment objectives of a retail client, but we will only provide a recommendation to you when we know the product is suitable for your circumstances.

You should 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.

For Non-investment protection contracts we are an intermediary and will act on your behalf when providing advice and making our personal recommendation(s) to you. We will do this based on a fair and personal analysis of insurers for term assurance, income protection and critical illness.

For general insurance contracts we are an intermediary and will act on your behalf when recommending an insurer based on your demands and needs from a fair analysis of the market. The insurers we consider will be listed to you when we carry out our research. It will be your responsibility to ensure the policy meets your demands and needs for private medical insurance.

Full details of the products we recommend will be confirmed in the product literature you will receive before it is arranged. We will inform you if any investment we recommend restricts future access to your capital.

Client money

Blue Spire Independent Financial Advice Ltd 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.

Our Ethical Policy

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 and perception of our dealings with you to ensure it meets your expectations or to identify any improvements required.

For more information on Blue Spire please visit our website - www.blue-spire.com.

VAT

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

How the Financial Industry Protects You

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. For investment business you will be covered up to a maximum of £85,000.

Further information about the amounts and limits for all product types are available from the FSCS at http://www.fscs.org.uk/what-we-cover/products

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. For any transactions effected before termination, a due proportion of any charges shall be settled to that date.

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 investments this will typically start when funds are invested and for pure protection policies this 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. Instructions for exercising the right to cancel, if applicable, will be contained in the relevant product information issued to you.

If you cancel a single premium contract, you may incur a loss due to market movements. This means that, in certain circumstances, you might not get back the full amount you invested if you cancel the policy.

Material Interest

We will act honestly, fairly and professionally, known as conducting 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. Where this cannot be achieved, we will not conduct the business.

Complaints

If you wish to register a complaint, please write to Blue Spire Independent Financial Advice Ltd, Blue Spire House, 1 Coach Drive, Eastwood, Nottingham NG16 3DR, telephone 01773 712323 or email info@blue-spire.com.

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 4567.

Your Aims and Objectives

Unless we notify you in writing to the contrary, we will be treating you as a **"retail client"** for investment business. This means that you are afforded the **highest level of protection under the regulatory system** and should have the right to take any complaint to the Financial Ombudsman Service.

Any advice or recommendation(s) we offer to you will only be given after we have assessed your needs and considered your financial objectives, attitude to risk and capacity to bear any losses. We will also take into account any restrictions that you wish to place on the types of products or investment strategy you would be willing to consider.

Important Information

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 immediately after we have received 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. We will issue all communications in English, unless agreed otherwise.

Instructions

We only accept instructions in writing (paper or electronic means) to aid clarification and avoid future misunderstandings. Please note we will not act on oral instructions to avoid any possible misunderstandings.

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

Blue Spire Independent Financial Advice Ltd 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.

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.

Amendments to fees

We reserve the right to apply a discount to any fees charged, in exceptional circumstances.