

Unit 5
Heron Road
Belfast
BT3 9LE

T: (028) 90732859
E: info@financemattersni.co.uk
W: www.financemattersni.co.uk

FINANCE MATTERS (NI) LTD

CLIENT AGREEMENT

Finance Matters (NI) Ltd is authorised and regulated by the Financial Services Authority, FSA Number 455108. You can check this 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.

Our Commitment to You

Prior to providing you with any advice we will take time to understand your current needs, circumstances and attitude to risk. Any advice provided will be confirmed to you in writing.

Client Classification

Finance Matters (NI) Ltd classifies all clients as 'retail clients' for investment business and 'consumers' for non-investment insurance business which means you are afforded all protections under the rules of the Financial Services Authority (FSA). Should you wish to be classified differently for investment business, please discuss this with your adviser. Your adviser will inform you, should your circumstances dictate, that we would need to classify you differently for non-investment insurance business.

Please note that should you wish to be considered as a different category of customer for investment business, such as a professional client or eligible counterparty you must inform us in writing. We will provide you with a new client agreement and you may lose a number of protections which will be outlined in that new agreement.

Methods of Communication

Unless you advise us otherwise, we will communicate with you via the following methods of communication; Face to Face, E-mail, Telephone, Letter & Fax.

Investment and Non-Investment Insurance Services

Finance Matters (NI) Ltd is permitted to advise on and arrange (bring about) deals in investments and non-investment insurance contracts.

With regard to investments and non-investment insurance contracts which we have arranged for you, these will not be kept under review unless we have arranged to do so, but we will advise you upon your request.

Finance Matters (NI) Ltd does 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 an invoice) or handle cash.

Scope of Advice

Investment - We offer products from the whole market.

Non-investment Insurance - We offer products from a range of insurers on the basis of a fair analysis of the market for term assurance, critical illness and permanent health insurance.

Conflicts of Interest

Finance Matters (NI) Ltd offers advice in accordance with that disclosed to you in this agreement. Occasions may arise where we or one of our other clients have some form of interest in business being transacted for you. If this happens or we become aware that our interests or those of one of our other clients conflict with your interests, 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.

Best Execution

It is our policy to transact your business in order to achieve the best possible results in terms of the nature and price of the products selected, transaction charges, administration and service excellence. Further details of our policy regarding this are attached to the back of this document.

Termination of Authority

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 and will take effect from the date of receipt. Termination is without prejudice to any transactions already initiated which will be completed according to this Client Agreement unless otherwise agreed in writing. You will be liable to pay for any transactions made prior to termination and any fees which may be outstanding.

Data Protection

For details of our Data Protection statement and policy, please see our separate Data Protection Notice and consent form, which will be provided separately to you.

Payment for Services

We are paid by a fee for the work we do for you.

Fees: Investment business

The fees for our work may be paid as an initial percentage of the investment, plus an annual percentage of the funds under management for ongoing administration, advice and file maintenance.

Alternatively, we may choose to charge an hourly rate, plus an annual percentage of the funds under management for ongoing administration, advice and file maintenance.

Should we receive commission from any third party in relation to transactions arranged for you, we will either offset the amount received against any fees due or refund the commission to you.

The initial fee covers the provision of initial advice and administration. Depending on the Service we have agreed on, reviews and/or additional work may require additional payment, which, once again, will be agreed before work is undertaken.

The ongoing fee is in respect of ongoing administration, advice and file maintenance. The cost of a formalised review process may also be included within this fee, depending on the Service agreed. The ongoing fee pays for any time spent during that period (both adviser and administrator time), file maintenance, our financial risk and the cost to us of professional fees associated with these functions.

Fees: Non-investment business

We will be remunerated by fee as detailed above. You will receive a Client Specific Illustration which will detail any other fees relating to any particular insurance policy you may take out.

General

We will agree the fee basis, frequency and method of payment with you before we carry out any chargeable work. This is detailed further in our Fee Agreement and Client Proposition. We will tell you if you have to pay VAT. Please note that there is a possibility that other costs, including taxes, could be incurred in connection with transaction of investment and non-investment business that are not paid via Finance Matters (NI) Ltd or imposed by it.

Typical Fees and Agreed Remuneration:

- Investments up to £50,000 - fee based on hourly rate (as below).
- Investments from £50,000 up to and including £100,000 - fee equal to 3% of the initial investment.
- Investments above £100,000 - fee equal to 3% of the first £100,000 of the investment, plus 1% of the excess investment above £100,000.

For example for a £300,000 investment, the fee is 3% of the first £100,000 (£3,000.00), plus 1% of the £200,000 balance (£2000.00) - i.e. the total fee is £5,000.00.

Where additional advice is required regarding the encashment/redirection of existing investments, than an additional charge will apply which will be based on the hourly rates identified below.

Our hourly rates are:

- Hourly rate for Director charged at £150 per hour (£180 per hour for Pension Transfers).
- Hourly rate for Administration charged at £50 per hour.

The hourly rate charged is irrespective of investment or insurance business being initiated.

Our Relationship with Paradigm LLP

Our firm employs Paradigm LLP as compliance consultants and business advisers. They have made arrangements with a number of providers to provide additional benefits to us which means that for certain transactions that we recommend to you, Finance Matters (NI) Ltd will accrue a notional entitlement under a Discretionary settlement. The value of this entitlement does not impact on the overall charges applied to your investment, and the actual cost to you will be disclosed as required by the Financial Services Authority.

In addition to the above, for certain transactions that we recommend to you, we will also receive a royalty payment from the provider as part of the annual management charge. This payment will be made on an annual basis and again will not affect the charges applied to your contract as disclosed to you at the point of application. We will be happy to provide you with details of the payments as they relate to your investment should you request these.

Accounting to You

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 is involved, we will normally hold each document until the series is complete and then forward them to you.

Complaints

If you wish to register a complaint, please contact us in writing, at the address on the front of this agreement, or telephone us on 02890 732859. If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service.

Compensation Arrangements

We are covered by the Financial Services Compensation Scheme (FSCS). 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.

Investment

Most types of investment business are covered for 100% of the first £50,000, so the maximum compensation is £50,000.

Insurance

Insurance advising and arranging is covered for 90% of the claim, with no upper limit.

Further information about compensation scheme arrangements is available from the FSCS.

Clients Consent

This is our standard Client Agreement, upon which we intend to rely. 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. I/We agree that this Client Agreement will come into effect from the date of issue.

<i>Client Name(s)</i>	
Client Signature(s)	
Date of Issue :	

RETAIL CLIENT 'BEST EXECUTION' POLICY

Scope

All clients of Finance Matters (NI) Ltd are automatically classified as Retail clients unless you specifically request from us a different classification. This policy is applicable when we are receiving and carrying out your instructions.

The objective of this document is to inform you about our Best Execution policy and to obtain your consent to it.

Our policy and factors which affect your business

Policy

It is our policy to transact your business in order to achieve the best possible results in terms of the price, nature of the products selected, transaction charges, administration and service excellence.

Factors we consider

In doing so we consider the various factors outlined below in order of precedence;

- Price to you
- Reasonable costs and charges to you
- Speed of service and execution of your business
- Effective administration of where we place your business
- Size and nature of the transaction
- The nature and procedures of the provider chosen and
- Any other factors relevant to the execution of your transaction.

We will only override the price and cost factors mentioned above if it may assist in delivering the best possible result for your specific current needs and circumstances.

In addition we will also take into consideration;

- Your client categorisation and how this effects you
- The nature and characteristics of your transaction
- Where your transaction can be directed and
- Any specific instructions you give us, whether received on an individual basis or as a general instruction to be applied to all your transactions

Where we place your business

Under our policy we will provide you with details, within a suitability report, of where we place your business. This is known as an execution venue and can be, for example, a regulated market such as the stock market, an investment fund or funds, a wrap platform or a company or an organisation where your business is placed.

Business can be placed into three trading areas;

1. - Through an appropriate third party business (which may or may not be a subsidiary or group company) such as a fund manager or a firm regulated by the Financial Services Authority
2. - Directly on a Regulated market such as the stock exchange
3. - Where you have provided your express consent, outside of a regulated market, such as specialist unregulated investments.

Where your orders are transferred to another business for completion, we shall select such businesses according to our execution policy with a view to achieving the best possible result for you.

In applying our execution policy we may transact business with one or more companies and markets. A list of who we deal with for your business is available to you upon request. We monitor firms and organisations on an ongoing basis to assess their effectiveness.

In the event that we believe an alternative company, fund or market may be more suitable in achieving the best outcome for you, but is not already included within our list of execution venues, we will use such venues on either an occasional or permanent basis, as appropriate, to ensure you achieve the best possible outcome.

Specific Instructions from you

When you give us one or more specific instructions relating to a transaction we shall execute your order according to your instructions. We will need your instructions confirmed in writing or e-mail should this apply.

In this situation, we can only apply our execution policy with a view to achieving the best possible result in respect of those areas where you have not provided us with specific instructions.

Warnings

It should be noted that your specific instructions may contradict our execution policy and may not necessarily lead to the best possible result for you.

We will need your express prior consent in the event that you want us to place business outside of a regulated market. Your consent may be given to us in writing or by email.

You should be aware that some of our services by their very nature may not allow us to exercise any discretion over the execution of your transaction. In such situations we may not be able to apply this execution policy to any aspect of your instructions.

Monitoring and Reviewing

Where we need to update or amend this policy we shall do so immediately. In addition, we will formally review this execution policy no less than once a year to assess its effectiveness in achieving the best possible result for you.

Where we make a material change, this shall be notified to you the next time we conduct business together.

Prior Consent

In order to place business on your behalf, we require your prior consent to this execution policy. You will be considered to have provided your prior consent to this execution policy if we receive an instruction to execute an order on your behalf.