

Please read this document carefully. It details the services which we will provide and it sets out the obligations and rights applying between you and Arbuthnot Latham & Co., Limited. If there is anything in this document which you do not understand or with which you do not agree, please contact us immediately.

### 1. Client Classification

1.1 We are treating you as a “retail client”. As such you are entitled to the highest level of regulatory protection. Clients who are not individuals may be treated as retail customers but may not have rights under the Financial Ombudsman Scheme or the Financial Services Compensation Scheme.

### 2. Our Services

#### 2.1 The products we offer

We offer Pensions and Investment products from the whole of the market and pure protection and private medical insurance products from a range of insurers.

Please note that some of the products we advise on, such as unregulated collective investment schemes, National Savings, offshore investments and tax mitigation structures, are not regulated by the Financial Services Authority and/or covered by the Financial Services Compensation Scheme.

#### 2.2 The service we provide

For investment and insurance products we will advise and make a recommendation for you after assessing your needs. You will be given a copy of our leaflet entitled “About our services and costs” which tells you in more detail about the service we offer.

#### 2.3 Further advice

When we have arranged any investments for which you have given us instructions we will not give you any further advice on them or keep them under review. However, we will be glad to give you further advice or review your investments at any time you ask us to do so. There may be additional charges for this work.

#### 2.4 Annual review and servicing

If you so request, we will also undertake an annual review of your investments with you. You will need to sign a separate Agreement with us for this service which is subject to an annual minimum charge.

#### 2.5 Other services

We will provide such other services in respect of personal financial planning matters as are agreed between us from time to time, and subject to us agreeing the appropriate fee and documentation with you.

#### 2.6 Instructions

To avoid possible disputes, we require you to give us instructions in a durable medium (e.g. letter, fax or email). We will, however, accept oral instructions, provided they are subsequently confirmed in a durable medium.

#### 2.7 Conflicts of interest

Occasions can arise where we or one of our other clients, will have some form of interest in business which we are transacting for you. If this happens and we become aware that those interests conflict with yours, we will inform you in writing and obtain your consent before we carry out your instructions, and detail the steps we will take to ensure fair treatment. These steps will be in accordance with our Conflict of Interest Policy set up to help us manage such risks. A copy is available on request.

### 3. Conduct of Business

#### 3.1 Suitability

When we recommend that you to buy or sell a product we will only do so when we believe it is suitable for you, having regard to your personal and financial information you have given us and other relevant facts about you of which we are, or reasonably should be aware. Where you are unable or unwilling to provide relevant financial information, the quality of the service we can provide you may be adversely affected. Our recommendations will be confirmed to you in a Suitability Report or Statement of Demands and Needs.

#### 3.2 Best Execution

We maintain a ‘Best Execution’ policy to enable us to obtain for you the best possible result on a consistent basis when transmitting your instructions to or placing your orders with other firms. In accepting our terms you agree to the implementation of this policy. A copy of our policy is available on request.

## 4. Our Charges

### 4.1 How we are remunerated

For regulated business and insurances our income comes from commission paid by product providers we write your business with or by charging you a fee or by a combination of the two. At our first meeting, we will give you a copy of our leaflet entitled "About our services and costs" which explains our charging structure in greater detail.

For non-regulated business we will agree with you how we are to be paid and will confirm it in writing before we start any chargeable work.

### 4.2 Fees

When you agree to pay us a fee, we will send you an invoice once we have completed our chargeable work. For special projects or work over a long time period, we will agree with you if and when interim invoices will become payable. All invoices are payable within 28 days of receipt and are usually subject to VAT, which is payable in addition. The level of fees we charge may be reviewed from time to time but you will be notified in advance of any change in our fee tariff.

### 4.3 Commission

With your agreement we may receive commission from the provider of investments, insurances and other products which we arrange for you. Before we transact business we shall tell you the amount of commission payable to us.

### 4.4 Commission and fees

With your agreement we may accept commission in lieu of a fee that you have agreed with us. Where commission payable is insufficient to cover the fee or is claimed back by the provider following the cancellation of a policy, we reserve the right to recover from you such amounts or balances as are required to repay our fee.

### 4.5 Other benefits

If we receive other commission or benefit from the product provider, third party or another intermediary, we will inform you.

From time to time we receive non-monetary benefits from providers in the form of hospitality, training, seminars, marketing material and small seasonal gifts. These are only accepted where reasonable and to enhance the service we provide you. Further details are available on request.

## 5. Payments

### 5.1 Payments

Unless we have sent you an invoice, you should only make cheques payable to the product provider whose product or investment you have selected.

### 5.2 Cash

We do not accept payment in cash in any circumstances.

## 6. Administration

### 6.1 Registration of investments

All investments will be registered in your name unless we agree with you first in writing.

### 6.2 Documentation

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.

### 6.3 Right to withdraw

In the case of non-packaged products, we will inform you in writing of your right or otherwise to withdraw or cancel.

## 7. Data Protection

### 7.1 Confidentiality

We will endeavour to ensure that all personal information relating to you is kept confidential. However, by signing this Agreement you authorise us to disclose such information (confidential or not):

- to our employees (or other persons appointed by us in connection with our services) on a need to know basis;
- to our product providers in connection with our services for you;
- to the FSA and any other relevant regulatory authority, to the extent that they are entitled to the information sought;
- as may be required by law enforcement agencies or industry regulations.

### 7.2 Data Protection

The information you have provided is subject to the Data Protection Act 1998. By signing this Agreement you agree that we may use, store and process your personal information obtained from you and other sources for the purposes of providing advice, other related services such as administration and management, and verifying your identity. In addition, we may transfer, store and process your personal information in countries outside the European Economic Area for the purposes specified above.

We may inform you of other products or services supplied by us or associated companies. If you do not wish to receive this information please let us know in writing or indicate your wishes in the declaration in Section 12 below.

### 7.3 Data Access Requests

Subject to certain exemptions, you have the right to have access to personal and sensitive personal data about you that we hold for processing. You also have the right to see copies of confirmations of transactions and entries in our files or computerised records relating to your transactions.

If you choose to exercise this right we may charge an administration fee of up to the legal maximum from time to time. Please let us know by writing to us at our registered address marked for the attention of the Data Protection Officer if you wish to exercise this right.

### 7.4 Records

We keep records of our business transactions for at least five years.

### 7.5 Telephone calls

Telephone calls may be recorded and monitored for training purposes and your protection.

## 8. Your Responsibilities

### 8.1 Responsibilities

You will ensure that:

- you have the power and authority to enter into this Agreement and if requested, will supply us with suitable documentary evidence of such power and authority e.g. a Lasting Power of Attorney;
- we are supplied in good time with any documentation (duly signed as appropriate) we need to enable us to carry out our responsibilities under this Agreement.

### 8.2 Information

You confirm that information supplied by you to us is true and accurate at the time when given. You agree to inform us immediately of any changes to the information supplied to us which may affect the services we are providing you.

### 8.3 Indemnity

You and your personal representatives indemnify us against all proceedings, actions, costs, claims, demands and/or other liabilities incurred by us, or any nominee or custodian as a consequence of:

- any breach by you of these terms;
- the provision by us to you of our services under this Agreement.

This indemnity shall not apply to the extent of any liability caused by a breach of these terms by us, or by our negligence.

## 9. Our Responsibilities

### 9.1 Our responsibility

We accept responsibility for any negligence, wilful default or fraud by us or any of our employees acting for us.

### 9.2 General extent of our responsibility

We will carry out our duties with reasonable skill, care and diligence and in accordance with your instructions and the authority you have given us. As long as we do this we cannot and do not accept any liability for loss (whether direct or indirect and whether for loss of profit or opportunity or otherwise) which arises in the course of the provision of our services under this Agreement.

### 9.3 Preservation of rights

Nothing in this Agreement is intended to have, or has the effect of excluding or restricting our duties or liabilities to you under the Financial Services and Markets Act 2000 or the regulatory system.

## 10. Complaints

### 10.1 Complaints

If you have a complaint about the advice you receive from us or a product you have bought through us, please contact the Compliance Officer at Arbuthnot Latham, 20 Ropemaker Street, London EC2Y 9AR or telephone 020 7012 2500.

If you cannot settle your complaint with us you may be entitled to refer it to the Financial Ombudsman Service.

### 10.2 Financial Services Compensation Scheme (FSCS)

We are covered by the 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.

- Investments - Most types of investment and pensions business is covered for 100% of the first £30,000 and 90% of the next £20,000 so the maximum compensation is £48,000.
- Long Term Insurance – Life Insurance and Pensions, advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit.

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

## 11. General

### 11.1 Joint and several liability

If you are a party to this Agreement jointly with another person(s), your liability to us will be joint and several. Any notice given by us under this Agreement will be treated as given to you if it is given to the other person or, if there is more than one other person, to any of the other persons.

### 11.2 Commencement

This Agreement shall come into force when you sign the declaration or confirm your acceptance in writing.

### 11.3 Amendment

We may amend these terms from time to time by giving you at least ten business days' written notice and such changes will only become effective on the date specified in the notice. The only exception to this is where legal or regulatory provisions require us, in our determination to amend the terms with immediate effect.

### 11.4 Termination

This agreement can be terminated at any time, without penalty and with immediate effect by either of us giving the other written notice to that effect. Such termination will be without prejudice to either party's obligations to complete transactions already initiated on your instructions whether written or oral. You will be liable to pay any fees outstanding for any transactions prior to termination. In the event of your death, termination is effective from the date of receipt by us of notice to your death.

### 11.5 Non-assignment

This Agreement is personal to you and you may not transfer any of your rights and responsibilities under it. We may transfer (by way of assignment or otherwise) our rights under this Agreement.

### 11.6 Language

Our oral and written communications with you will ordinarily be in English. These will be through whatever means are convenient to you and us including face-to-face, telephone, e-mail and other acceptable electronic mediums.

### 11.7 Governing Law

This Agreement is governed by and shall be construed in accordance with the laws of England & Wales and shall be subject to the exclusive jurisdiction of the English Courts.

### 11.8 Regulatory Information

Arbuthnot Latham & Co., Limited is authorised and regulated by the Financial Services Authority (FSA) whose address is: 25 The North Colonnade, Canary Wharf, London E14 5HS.

Our FSA Registration Number is 143336. You can check us on the FSA Register by visiting <http://www.fsa.gov.uk/register> or by telephone on 0845 606 1234.

### 11.9 Contact Details

Arbuthnot Latham & Co., Limited, Arbuthnot House, 20 Ropemaker Street, London, EC2Y 9AR. Tel: 020 7012 2500

## 12. Declaration

**In signing this Agreement I/we confirm that I/we have had a proper opportunity to consider the terms set out above and agree to be bound by them.**

Signed (client 1) \_\_\_\_\_

Signed (client 2) \_\_\_\_\_

Name (block capitals) \_\_\_\_\_

Name (block capitals) \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Please tick this box if you do not want your confidential information disclosed to the other signatory.

Please tick this box if you do not wish to receive information about products and services provided by the Arbuthnot Banking Group and/or associated companies.