

Client Agreement Document for Whitehall Financial Independent Limited

INVESTMENT SERVICES

Whitehall Financial Independent Limited is permitted to advise on and arrange (bring about) deals in investments.

With regard to investments which we have arranged for you, these will not be kept under review, but we will advise you upon your request. However, we may contact you in the future by means of an unsolicited promotion (i.e. where you had not expressly requested it) should we wish to contact you to discuss the relative merits of an investment or service which we feel may be of interest to you.

Whitehall Financial Independent Limited does not handle clients' money. We never accept a cheque made payable to us or handle cash (unless it is payment in settlement of charges or disbursements for which we have sent you an invoice).

REGULATORY STATUS

Whitehall Financial Independent Limited, Whitehall House, 2 Queens Road, Sheffield, South Yorkshire, S2 4DG is authorised and regulated by the Financial Services Authority. Our FSA Register number is 185288. 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. The Financial Services Authority can be contacted at the following address: 25 The North Colonnade, Canary Wharf, London E14 5HS.

CLIENT CATEGORISATION

In providing investment services to you, we will categorise you as a 'Retail Client'. The type of client category will determine the level of protections afforded to you under the regulatory system. As a 'Retail Client' the regulatory protections available to you are determined by this category and will be the highest available.

Where we have categorised you other than as a 'Retail Client' (see above), you may request re-categorisation under a client category which benefits from a higher degree of protection. However, we reserve the right to agree to such a re-categorisation on a case-by-case basis, and where we agree to do so it does not necessarily mean that you will have a right of access to the Financial Ombudsman Service.

CONFLICT OF INTERESTS

Whitehall Financial Independent Limited offers advice in accordance with that disclosed to you in our Initial Disclosure Document. 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.

As a consequence of such potential conflict of interests arising, we have put arrangements in place to ensure our clients are treated fairly. We have also implemented a conflict of interests policy to help us manage such risks, which you may access upon request.

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 the Client Agreement unless otherwise agreed in writing. You will be liable to pay for any transactions made or carried out prior to termination and any fees which may be outstanding.

RIGHT TO WITHDRAW

In the case of many packaged investment products – such as life assurance contracts, personal pension schemes, investment bonds, and collective investment arrangements (e.g. unit trusts), a right to withdraw or cancel the contract within a specified period is normally provided. Details of such rights are ordinarily contained in the product literature (e.g. Key Features document) and/or we may provide details of such rights in a separate communication.

In the case of a non-packaged product ISA (e.g. a direct equity ISA), we will inform you in writing of any right to withdraw or cancel you may have or, if it is the case, we will inform you in writing that no such rights will apply.

CLIENTS RISK

You are advised that because investments can fall as well as rise, you may not get back the full amount invested. Past performance is not a guide to future performance.



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Whitehall Financial Independent Limited registered address as above

Directors: C.G. Gillespie M.W.F. Rendall
P.M. Archer T.M. Couldwell R.I. Mitchell

Registered in England 3241746

HOW WE CHARGE YOU FOR OUR SERVICES

Our income normally comes from either commission from the product providers (e.g. life assurance companies) we write business with, or fees paid to us by our clients. Whenever commission is available to us, you can choose whether to pay us by allowing us to keep the commission, or by paying us a fee instead. This is in line with standard industry practice. We will tell you how much the commission is before the transaction. If you choose to pay us by commission, we will keep the commission and not charge you a fee.

In some circumstances, we may also charge a fee on top of any commission we might receive. The actual amounts will depend on the service provided to you.

If you choose to pay us on a fee basis, we will agree its basis, frequency and method with you in writing before we carry out any work that we charge you for.

We may also receive some form of benefit if we introduce business to a product provider or another firm. We will tell you before the transaction if we are likely to receive some form of benefit from recommending any product to you, or from working with any product provider firm.

Examples of the cost of our services is included within the 'services and costs' disclosure document.

In respect of any regular premium policy which we may recommend should you subsequently cease to pay premiums on the policy and in consequence we are obliged to refund the commission that has been paid to us we reserve the right to charge you a fee representing and/or equivalent to the amount we have to repay, for a period of up to four years after commencement of the policy. We will not charge the fee if you exercise your right to cancel within the relevant statutory period (if applicable) and in accordance with the cancellation notice sent to you by the life company.

In other words, and by means of an example (for the avoidance of doubt) if you initially agree that our remuneration is to be made via commission rather than fees, and you later (after one year has passed) elect to cease payments (for any reason) to a policy where £1000 initial commission was paid or payable to us (based over a four-year period), and we have to repay an amount equivalent to three years' of the commission paid, or £750, we will charge you the £750 we are required to repay the product provider. You hereby agree to this. We reserve the right to charge VAT in addition on this amount, depending on the tax treatment applicable at the time. We will also disclose the relevant amount and term over which this arrangement would apply, in writing, when any such regular premium policy is arranged for you. The FSA (which regulates this firm) does not object to firms reclaiming commission from customers in certain circumstances.

ACCOUNTING TO YOU

We will confirm to you in writing the basis or our reason for recommending the transaction executed on your behalf.

We will also make arrangements for all your investments to be registered in your name unless you first instruct us otherwise in writing. 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.

INVESTMENT OBJECTIVES & RESTRICTIONS

Following the issue of this document, any subsequent advice or recommendation offered to you will be based on your stated investment objectives, acceptable level of risk and any restrictions you wish to place on the type of investments or policies you are willing to consider. Details of your stated investment objectives will be identified during our discussions with you and confirmed in the suitability report that we will issue to you to confirm our recommendation. Unless confirmed in writing, to the contrary, we will assume that you do not wish to place any restrictions on the advice we give you.

BEST EXECUTION

It is in the interests of our clients and Whitehall Financial Independent Limited that we obtain the best possible result when placing orders with other firms (e.g. third party brokers) for the execution of client orders or when transmitting orders on behalf of clients for particular Investments – e.g. shares. We are required under the Rules of the Financial Services Authority to take all reasonable steps to provide 'best execution' when carrying out such transactions. Where we place or transmit orders for such investments on behalf of our clients, we may utilise the services of a third party broker and base our decision to place or transmit an order on the price and cost of execution of the order. For orders in collective investment schemes (e.g. unit trust), however, the price of units or shares in the scheme is normally set by the scheme operator or manager and as such we have little influence over the price available. Full details of our best execution arrangements are provided in our Best Execution Policy, a copy of which can be provided on request.



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MODE OF COMMUNICATION

We will enter into communication with you through whatever means are convenient to you and us, including face-to-face, telephone, e-mail and other acceptable electronic communication methods. Our communications with clients will ordinarily be in English, both in respect of oral and written communications.

DATA PROTECTION STATEMENT

The information you have provided is subject to the Data Protection Act 1998 (the "Act"). By signing this document you consent to us or any company associated with us (such companies include, for the avoidance of doubt, Sesame Bankhall Group and any member of its group and/or companies, persons or entities of any nature whatsoever with which it is associated or allied from time to time) processing, both manually and by electronic means, your personal data for the purposes of providing advice, administration and management.

"Processing" includes obtaining, recording or holding information or data, transferring it to other companies associated with us, product providers, the FSA or any other statutory, governmental or regulatory body for legitimate purposes including, where relevant, to solicitors and/or other debt collection agencies for debt collection purposes and carrying out operations on the information or data.

We may also contact you or pass your details to other companies associated with us to contact you (including by telephone) with details of any other similar products, promotions, or for related marketing purposes in which we think you may be interested.

The information provided may also contain sensitive personal data for the purposes of the Act, being information as to your physical or mental health or condition; the commission or alleged commission of any offence by you; any proceedings for an offence committed or alleged to have been committed by you, including the outcome or sentence in such proceedings; your political opinions, religious or similar beliefs, sexual life; or your membership of a Trade Union.

- Please tick this box to confirm your consent to us or any company associated with us processing any such sensitive personal data.
- If you are happy for us or any company associated with us to contact you for marketing purposes by e-mail, telephone, post or SMS, please tick this box.

If at any time you wish us or any company associated with us to cease processing your personal data or sensitive personal data, or contacting you for marketing purposes, please contact The Data Protection Officer on 0114 2758882 or in writing at Whitehall House, 2 Queens Road, Sheffield, S2 4DG.

You may be assured that we and any company associated with us will treat all personal data and sensitive personal data as confidential and will not process it other than for a legitimate purposes. Steps will be taken to ensure that the information is accurate, kept up to date and not kept for longer than is necessary. Measures will also be taken to safeguard against unauthorised or unlawful processing and accidental loss or destruction or damage to the data.

Subject to certain exceptions, you are entitled to have access to your personal and sensitive personal data held by us. You may be charged a fee (subject to the statutory maximum) for supplying you with such data.

CLIENTS CONSENT

This is our standard client agreement upon which we intend to rely. For your own benefit and protection you should read the terms carefully before signing, as by signing you consent to the terms contained within, including the authorisation to transfer information between parties as described above. If there are any terms within this agreement that you do not understand, please ask for further information. The client agreement will come into effect from the date of acceptance of this agreement, which will be confirmed by the date provided in the 'date of signature box' below, unless otherwise stated.

Client Name(s) _____

Client signature(s) _____

Date of signature(s) _____

Date of issue _____



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