



## **CLIENT AGREEMENT**

EBS Financial Services & Employee Benefit Solutions (EBS) offer independent financial advice and arrange investments in regulated collective investment schemes such as Unit Trusts, OEICS, Investment Trust savings schemes and ISAs. In addition we advise upon and arrange mortgages, including equity release schemes. We are able to offer products from the whole of the market, which we believe gives our clients the widest possible choice.

This Client Agreement is designed to come into force upon receipt and provides important information regarding the way that we provide our services to you. If you have any questions or require clarification on a particular matter, please do not hesitate to contact us.

Employee Benefit Solutions is authorised and regulated by the Financial Services Authority. The Financial Services Authority's main contact address is 25 The North Colonnade, Canary Wharf, London, E14 5HS.

We will obtain sufficient information from you in order to outline your objectives and recommendations will be confirmed in writing.

It is our intention to categorise you as a retail client from outset and provide our services on this basis, as it offers the highest level of regulatory protection to you. Should you wish, and following our discussion and agreement, you may request to be reclassified as an elective professional client. This means that you will lose certain protections under the Financial Services and Markets Act 2000 enforced by the Financial Services Authority. In addition, we will not have to adhere to all of the rules as set out by the Regulator in respect of financial promotions and we will not have to ensure that you understand all the risks associated with the transactions and services we provide.

It is your responsibility to provide complete and accurate information to us and insurers when you effect your policy, throughout the life of your policy, and when you renew your insurance. It is important that you ensure that all statements you make on proposal forms, claim forms and other documents are full and accurate. We cannot be held responsible for incorrect data held in the event of non-disclosure.

If you fail to disclose any material information to us or your insurers, this could invalidate your insurance cover and could mean that part or all of a claim may not be paid.

Our advice and services can be paid for by fee, commission (where available) or a combination of the two. The remuneration level and payment method will be agreed with you at outset. Where commission is used in whole or in part to fund the cost of our services and such commission is dependant upon a contract being in force and contributions payable for a certain period of time and the client terminates the contributions within the commission earning period, EBS will invoice for the balance of the cost agreed less fees and commissions already earned. Further details of potential commissions and our fee rates are contained in our key facts document 'About our Services and Costs' which has also been provided.

When you arrange a product through us, it is possible that other taxes or costs may exist that are not paid through the provider or imposed by it.

We will normally communicate with you and expect to receive communications from you in English. If you wish to communicate with us in another language, please let us know.

In most cases, communications that you receive from us will either be presented in or confirmed in writing. We may also meet with you face to face or communicate verbally with you by telephone. We request that our clients give us instructions in writing to avoid possible disputes. Therefore, any verbal instruction you make should be confirmed in writing thereafter.

Where we arrange a life policy, pension or investment for you, the provider will produce documentation as evidence of the transaction. All investments will 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 are involved, we will normally hold each document until the series is complete and then forward them to you. We cannot retain such title documents for whatever reason including holding them as security.

We keep records of all business transactions for at least five years. You have the right to inspect copies of any papers or computer records relating to your transactions. We do, however, reserve the right not to provide you with copies of records, if information relating to other parties would be disclosed.

To assist us in providing you with a comprehensive service and to keep our records as up-to-date as possible, please notify us of any changes to your personal circumstances, e.g. name change, change of address, etc., as soon as possible.



**WE DO NOT HANDLE CLIENTS' MONEY** and we never own the investments that you buy through us. Therefore, we never accept a cheque made out to us, unless it is in settlement of charges or costs for which we have sent you an invoice, nor do we handle cash.

In addition to making calls at your express invitation, we may contact you at intervals to review your investment requirements. This may involve writing, emailing or telephoning you to outline possible changes in legislation or to advise you on services or investments that might be of particular interest.

When we have arranged investments for which you have given us instructions, we will not give any further advice unless you request it, but will be pleased to advise you at any time, should you ask us to do so.

In the course of our dealings with you, we consider it unlikely that we will have a conflict of interest, or material interest in the transaction, other than the receipt of fees or commission described above. Where however, we have a conflict of interest, or a material interest, or where we are aware that one of our other customers has such an interest, we will disclose full details to you in writing or orally before we advise you about the transaction and give you the opportunity to object to this interest.

If we make a recommendation that is likely to involve a transaction with or through another person with whom we have an agreement to receive non-monetary benefits, we will let you know at the time of the recommendation of any such agreement and our policy regarding such agreements. At present, we have no such agreements in place.

It is our intention to always provide the highest quality level of advice and service. If however you become dissatisfied with our provision of, or the failure of us to provide a financial service, details of how to complain are included in the 'key facts' document titled 'About our Services and Costs', which form part of our Client Agreement with you. We are also covered by the Financial Services Compensation Scheme and further information on this is contained in the same 'key facts' document.

It may on occasion be necessary to amend our Client Agreement. Unless we obtain your consent, we will give you at least fourteen days notice of our intention to do so, before conducting investment business with or for you, unless it is impractical in the circumstances to do so.

Our Client Agreement 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. A due proportion of any charges for services provided shall be settled to that date.

Information that we hold about you will be held on computer and/or in paper files under the Data Protection Act 1998. This information will be used to administer your application, to deal with queries and to bring to your attention additional services and products that may be of benefit to you. You may ask us not to contact you about additional services and products by writing to us at the address shown in this letter.

The information that you give us may be disclosed to third parties, such as product providers and credit reference agencies for the purpose of processing your application, successors, our regulator, and to our compliance advisers. It will also enable further services to be provided to you, so that your details can be best matched with the services available.

This Client Agreement excludes any rights which may be conferred upon third parties by the Contracts (Third Party Rights) Act 1999.

This Client Agreement is governed by and shall be construed in accordance with English Law and the parties shall submit to the exclusive jurisdiction of the English Courts.

**YOUR 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 have read the above terms and fully consent to the terms imposed and I authorise the transfer of information, on a confidential basis when warranted between any such third parties. I acknowledge that the Client Agreement will come into effect from the date of issue and I acknowledge receipt of keyfacts 'About our Services and Costs'.

**I also confirm that I AM / I AM NOT\* happy to give Employee Benefit Solutions Ltd my express consent to contact me by email, post or telephone (delete as applicable) to discuss my financial, mortgage or insurance affairs in future.**

Customer Name(s) \_\_\_\_\_

Customer Signature(s) \_\_\_\_\_

Date of issue of Client Agreement & keyfacts \_\_\_\_\_

**Please delete as appropriate \***