

CLIENT AGREEMENT FOR DEEP BLUE FINANCIAL LIMITED

Firm Details

Deep Blue House
Lower Quay
Fareham
Hampshire
PO16 0XR

Telephone: 01329 233364
Fax: 01329 233365
E-mail: enquiries@deepbluefinancial.com

Deep Blue Financial Limited is authorised and regulated by the Financial Conduct Authority . FCA Number 190203
You can check this on the FCA's Register by visiting the FCA's website <http://www.fca.org.uk/register/> or by contacting the FCA on 0800 111 6768.

Our Commitment to You

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

Client classification

Deep Blue Financial Limited 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 Conduct Authority (FCA). Should you wish to be classified differently, 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, 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, Text, Letter & Fax. Please note that all calls are recorded for training and quality purposes and may be put onto a client file, if required.

Payment for services Pension & Investment

Deep Blue Financial Ltd offers you an initial meeting to understand in broad terms; your needs and objectives and to agree with you that our services are right for you going forward. This meeting usually lasts for around one hour, the cost of which is met by our firm.

Thereafter we charge for advice by way of a fee or agree an amount to be deducted from your investment premium(s) prior to its investment.

Our firm is registered for VAT, we will inform you when VAT is payable. Our VAT number is 189 5741 51 and this will be charged where applicable.

INVESTMENT SERVICES

Deep Blue Financial Limited is permitted to advise on and arrange (bring about) deals in investments and non-investment insurance contracts.

Service levels

Deep Blue Financial Ltd offers 3 specific service levels. These are called:

- ACTIVE
- REACTIVE
- TRANSACTIONAL

For our **ACTIVE** service you must be in either in our Portfolio Management Service (PMS) or our Discretionary Fund Management (DFM), which offers the following:

- A full explanation of our company, how we work and a written explanation of the services that our company offers, so that you will fully understand the level of services and advice you can expect from us
- A financial review in order to understand and agree with you; your needs and objectives based on a comprehensive review of your current financial position.
- Completion of a detailed risk analysis assessment to fully understand your attitude and tolerance to risk
- Research the market place to ensure the most appropriate provider is recommended
- All our advice will be confirmed in writing
- We will forward any policy documents(s) to you as required.
- Your investments will be kept under review, and we will provide ongoing advice with both PMS and DFM.
- Every quarter your funds are monitored and evaluated with PMS.

- The DFM will make investment decisions and changes to your portfolio when required, without the need for your consent.
- You will receive regular and clear reporting on your portfolio with both DFM and PMS.
- Every quarter you receive a market update and switch recommendations with both DFM and PMS.
- Every quarter PMS and DFM will confirm with you your attitude to risk
- Every quarter PMS will confirm with you that you wish us to switch your funds
- Every quarter PMS will rebalance your total portfolio
- Each year we will decant any unit trusts you hold into an NISA
- Ad hoc meetings available on request
- An agreed portfolio valuation schedule
- We will provide you with either paper or electronic communication
- On-line storage of some documentation (optional)

The advice and review services includes the above along with the offer of annual face to face review meeting and an annual policy statement showing the value of any investments we have arranged for you.

Our **REACTIVE** service offers the following:

- A full explanation of our company, how we work and a written explanation of the services that our company offers, so that you will fully understand the level of services and advice you can expect from us
- A financial review in order to understand and agree with you; your needs and objectives based on a comprehensive review of your current financial position.
- Completion of a detailed risk analysis assessment to fully understand your attitude and tolerance to risk
- Research the market place to ensure the most appropriate provider is recommended
- All our advice will be confirmed in writing
- We will forward any policy documents(s) to you as required.
- Your investments will not be kept under quarterly review as detailed in the active service proposition, however we will agree a regular review schedule with you and we will provide ongoing advice at your request.

The advice services includes the above along with the offer of annual face to face review meeting at which a statement showing the value of any investments we have arranged for you can be provided.

Our **TRANSACTIONAL** service offers the following:

- A full explanation of our company, how we work and a written explanation of the services that our company offers, so that you will fully understand the level of services and advice you can expect from us
- A financial review in order to understand and agree with you; your needs and objectives based on a comprehensive review of your current financial position.
- Completion of a detailed risk analysis assessment to fully understand your attitude and tolerance to risk
- Research the market place to ensure the most appropriate provider is recommended
- All our advice will be confirmed in writing
- We will forward any policy documents(s) to you as required.
- Your investments will not be kept under review, and ongoing advice will be chargeable

Reactive and Transactional clients Only

With regard to investments and non-investment insurance contracts which we have arranged for you, these will not be kept under review unless we agree otherwise with you; but we will advise you upon your request. However, we may contact you in the future by means of an unsolicited promotion 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

Deep Blue Financial Limited 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

We are independent financial advisers and will advise and make a recommendation for you after we have assessed your needs. Our recommendation will be based on a comprehensive and fair analysis of the whole of the market.

Non-investment insurance

We offer products from a range of insurers on the basis of a fair analysis of the market, for example; for Term Assurance, Critical Illness and Permanent Health Insurance.

Conflicts of interest

Deep Blue Financial Limited 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.

It is important that you are aware that Deep Blue Financial Limited has an interest in Tatton Capital Limited, a company that has an interest in the Tatton Investment Management Limited. The shares are held personally by both Directors Andrew Peters and Clive Corbett, these are shared equally, but they will receive no dividends or income in relation to the interest in the Tatton Investment Management and also have no voting rights. The capital value of the shareholding in Tatton Capital Limited will be dependent on the value of the proceeds arising from any capital involving Tatton Investment Management Limited.

Consumer Credit Activities

We make no charge for any advice in relation to consumer credit activities.

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 this document.

RIGHT TO WITHDRAW

In the case of a non-packaged product New Individual Savings Account (NISA) or PEP recommended 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. Any other risks associated with any product we may recommend to you will be explained within the documentation provided to you as part of the advice process.

Payment for services

To ensure that you are always fully aware of our advice costs and how and when you are going to be asked to pay for this, we will always confirm this verbally and in writing asking for your agreement by signing our fee agreement, the exact amount and payment method.

Generally we will ask you to pay for our services at the end of the advice process after we have completed a detailed financial analysis of your current position and have agreed that we can provide advice to you.

Please note that if you have paid for our advice by way of a cheque, and you subsequently cancel the policy within the statutory cooling off period, we will not refund the fee received.

We offer the option to pay our fee by different methods (see below); we will agree which payment method is most appropriate to your needs and confirm this to you in our Client Engagement letter.

Our fee will become payable once you accept our recommendation and we will confirm this to you in our Client Engagement letter

IMPLEMENTATION FEES – LUMP SUM INVESTMENT

Lump Sum Business

It is our company policy to offer you a choice on how we are paid for the Implementation Fee on any lump sum investment business. You may pay us for our initial advice by way of a percentage of the funds invested, a fixed fee or an hourly rate.

Please note if you pay our fee by way of a separate cheque 100% of the investment amount will be invested.

To facilitate this the provider will need explicit evidence that you have agreed to this method of payment and we shall ask you to confirm this in our client engagement letter.

Please note if you pay our fee by way of a separate cheque 100% of the investment amount will be invested.

Example of our implementation fee as a percentage of the funds invested

Example Investment	Maximum charge is 5%	Amount Invested
£ 50,000	£2,500	£47,500
£100,000	£5,000	£ 95,000
£150,000	£7,500	£142,500
£200,000	£10,000	£190,000

Business that is transferred

If we advise you to transfer from one product to another, in order to treat our customers fairly, there may be times where we voluntarily suggest and agree to delay the deduction of our fees for improved tax efficiency e.g. a Capped Drawdown. In all cases, we will confirm the timing of any deduction/s for our fees.

Termination of our services (Initial Advice)

You or we may terminate our authority to act on your behalf at any time.

You will be liable to pay for any advice or services that you have received prior to the date of termination. This means that where we have agreed the advice and services that we will provide for you and we have agreed to receive payment for these, either by means of a fee for investment business or by receiving commission from a provider for non-investment business you will have to pay us for any work we have completed up to the date of termination.

Implementation fees – regular premium investment

It will always be our policy to provide you with a separate quote for work when considering regular premium investment (excluding phased investment).

It is our company policy to arrange for the Implementation Fee on regular premium investment to be deducted from the total amount collected by the product provider. We will agree this amount and ask you to confirm this, in our Client Engagement Letter. Alternatively, we may ask for a separate cheque, payable to our firm, dependent on the premium value considered.

Example of our Regular premium investment fee

Monthly premium	£50	£75	£150
Monthly fee maximum charge at 5%	£2.50	£3.75	£7.50
Total fee paid over 12 months	£30.00	£45.00	£90.00

ON-GOING SERVICE OPTION

The ongoing charge is a percentage of the fund value and so is liable to change. It will be paid by the provider. This will go towards covering the cost of the on-going servicing and availability of advice associated with the recommended product.

Example of ongoing advice charges

Service Category	Example Investment Amount	Example Service Charge	Example Annual Service Fee	Minimum Annual Fee
Active	£75,000	1.2%	£900	£500
	£150,000	1.2%	£1,800	£500
Reactive	£75,000	1%	£750	£500
	£150,000	1%	£1,500	£500

The actual fee charged will vary depending upon how the investment performs and it will increase as the fund grows.

An on-going annual adviser fee of up to a maximum of 1.2% per annum or 0.1% per month of your investment or fund value is payable to meet the costs of ongoing policy servicing. This fee is for the ongoing advice & thus any contract or policy that is cancelled, transferred or encashed in full or part from Deep Blue Financial Ltd will be liable for any outstanding fees on a proportionate time basis. For example, some adviser fees will be invoiced annually, but a contract may be cancelled midway through this period. In this instance, the outstanding fees will be based on the actual time we were your authorised advisers, up until we were de-authorised.

Termination of our services (Ongoing Advice)

You have the right to cancel payment for our on-going services. We require termination notice in writing with a notice period of 14 days.

Where you hold assets within a WRAP, you need to be aware that there will be terms and conditions applicable, such as your agreement with the wrap provider in respect to facilitating our fees, which means you may need to instruct the wrap provider directly and arrange for the removal of assets from the WRAP or appoint another adviser who will be able to access your assets and provide further on-going advice to you. We will be pleased to assist you at this time in cancelling our service to you, making sure that any WRAP provider is informed of this cancellation.

Non-investment business life assurance critical illness cover and other non investment business.

Should you choose to for us to do so, we can derive our income from commission paid to us by life assurance companies and the operators of collective investment schemes through which investments are made. We will tell you the amount of commission payable to us on any such investment.

If we receive a commission or other form of benefit from the issuer of a security or from another intermediary, we will inform you, but we will not tell you its amount unless you ask us to do so. Any business conducted with us will be remunerated on a commission only basis unless we specifically agree a fee and you sign a fee agreement annex.

Where by agreement with you, we arrange a policy or investment and derive a commission (rather than a fee) payment from a provider as remuneration for the advice and administration undertaken in completing the transaction. If you subsequently cease (or encash) payments or transfer the policy or investment to another provider we may be contractually obliged to refund part or all of the remuneration received back to the provider or a third party. In such circumstances we reserve the right and you agree to us charging you a fee to recompense us for the amount reclaimed by the provider, which will be due within fourteen days of the reclaimed amount becoming due.

We will not charge you a fee if you exercise your right to cancel the recommended policy, transaction or investment in accordance with the cancellation notice detailed to you.

Alternatively, if you or we choose to operate on a fee basis, we will agree its basis, frequency and method with you in writing before we carry out any chargeable work (Please refer to our separate fee agreement annex for full details regarding costs, charges and arrangements for payment). 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.

By signing this agreement, you do however agree for the firm to retain trail or renewal commission up to an amount specified within the fee agreement agreed between you and Deep Blue Financial Limited. This is due to that figure being “manifestly

disproportionate" to the overall fees charged and for the cost to us to administer the refund of this amount to you. Alternatively, such commission may be offset against future services which may be provided to you during the course of this agreement. Please note that there is a possibility that other costs, including taxes, could be incurred related to transactions in connection with investment business that are not paid via the firm or imposed by it.

For certain transactions that we recommend to you, Deep Blue Financial Limited 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 Conduct Authority .

In addition to the above, for certain transaction 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.

Complaints

If you wish to register a complaint, please contact us:

In writing: Write to Deep Blue Financial Limited, Deep Blue House, Lower Quay, Fareham, Hampshire, PO16 0XR

By phone: Telephone 01329 233364

By Email: enquiries@deepbluefinancial.com

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

<http://www.financial-ombudsman.org.uk/>

Compensation Arrangements

We have briefly set out some information about the Financial Services Compensation Scheme (FSCS) below. If you would like further information about compensation scheme arrangements, details are available www.fscs.org.uk or call 0800 678 1100.

Most of the products we advise on are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if product providers or we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

The actual level of compensation you receive will depend on the basis of your claim. The FSCS only pays compensation for financial loss. Compensation limits are per person per firm, and per claim category (listed below).

Investment

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

Protection non-Investment Insurance mediation.

Protection is at 100%, where:

(1) The claim is in respect of a liability subject to compulsory insurance:

(2) The claim is in respect of:

- A relevant omission; and
- A professional indemnity insurance contract, or would be in respect of a professional indemnity insurance contract if the insurance contract had been effected:

(3) The claim is:

- In respect of a relevant omission;
- In respect of a relevant general insurance contract or would be in respect of a relevant general insurance contract if the insurance contract had been effected; and
- Arises from the death or incapacity of the policyholder owing to injury, sickness or infirmity:

(4) The claim is in respect of:

- A relevant omission; and
- A pure protection contract, or would be in respect of a pure protection contract if the insurance contract had been effected

(5) In all other cases: 90% of claim

Deposits

Money in accounts like current and savings accounts, including cash Individual Savings Accounts (ISA's) are covered up to £85,000 per authorised firm (£170,000 for a joint account). It should be noted that 'authorised firms' may have different brands. The FSCS will provide a £1million protection limit for temporary high balances held with your bank, building society or credit union if it fails. A temporary high balance would apply when payments have been received in respect of specified life events, details of which can be obtained from FSCS.

Unless in exceptional circumstances, 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.

Loans and ownership

It is important that you are aware that Clive Corbett and Andrew Peters, the Directors at Deep Blue Financial Limited have an interest in Amber IFACo Limited, a company that has an interest in the Amber platform ("Amber Financial Investments Limited"). Clive Corbett and Andrew Peters hold 1% each of the total share capital of Amber IFACo but will receive no dividends or income in relation to the interest in the Amber platform and also have no voting rights. The capital value of the shareholding in Amber IFACo will be dependent on the value of the proceeds arising from any capital involving the Amber platform.

Investment objectives & restrictions

Following the issue of this agreement 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 included in the suitability report 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.

Retail client 'best execution' policy

Scope

All clients of Deep Blue Financial Limited 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 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 Conduct 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.

Money laundering regulations

To comply with anti money laundering requirements, we may verify your identity by carrying out an online check with a reference agency. Deep Blue Financial Limited offers this service as part of its commitment to treat its customers fairly and to make it easier for you to do business with us. The agency will add a note to your reference file that an identity check has been made. Deep Blue Financial Limited will not share the results of any verification checks carried out by its chosen reference agency with any third parties. If successful, a copy of the results will be held on our systems to evidence that your identity has been verified.

If you do not wish us to do this, please notify us as we may ask you to provide separate proof of identity.

Data protection

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, Paradigm Partners LLP 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 FCA 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 if you do not 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 01329 233364 or in writing at Deep Blue Financial Limited, Deep Blue House, Lower Quay, Fareham, Hampshire, PO16 0XR.

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.

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.

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.

CLIENTS CONSENT

I/We understand and consent to the above terms and hereby authorise the transfer of information, as described above on a confidential basis when warranted between such third parties. I/We agree that this client agreement will come into effect from the date of signature.

Please indicate which service you require.

- ACTIVE
- REACTIVE
- TRANSACTIONAL
- GPP (Advice on Joining employers pension scheme only)*

(Transactional but advice cost covered by scheme costs or employer)

Please note that you could be in more than one category.

Date of Issue: _____
Client Name: _____
Client Signature: _____
Date: _____