

CLIENT AGREEMENT

To comply with Financial Conduct Authority (FCA) requirements, all Clients and prospective Clients must be aware of the Company's terms. FCA rules preclude the Company from giving any advice or taking any dealing instructions unless a Client has either been issued with the Company's Terms of Business or they have signed and returned a Client Agreement. This document is designed for your protection and establishes our relationship. It confirms the financial and statutory protection that the Company's FCA membership affords Clients. Additionally, the Company receives regular checks from the FCA, not only to ensure Clients receive best advice but also to make certain that the Company is conducting business within the requirements of the Financial Services and Markets Act 2000. The Company is bound by FCA rules and this Client Agreement is governed by English Law. The contact address for the FCA is: FCA, 25 The North Colonnade, Canary Wharf, London, E14 5HS. www.fca.org.uk

This document should be read carefully and if you have any queries, please contact the Company.

Philip J Milton & Company Plc offers independent advice and will act on your behalf in advising you. Because the Company provides independent advice, it can advise you on life assurance, pensions, Investment Trusts, Unit Trusts and structured products of different companies.

GENERAL FINANCIAL ADVICE

- G1. For the purpose of this Agreement and as a requirement of the FCA, you are classified as a retail client, unless you are notified to the contrary.
- G2. Comprehensive advice can also be given on Inheritance Tax planning, Taxation and Accountancy, Probate, Executorship, Wills and Trusts and many other non-investment related services which may not be regulated by the Financial Services and Markets Act 2000. Charges may be applied for such work, of which details will be disclosed at outset, as applicable. Within this spectrum we aim to provide "best advice" for Clients in each situation and recommendations are made dependent on the individual circumstances involved.
- G3. Unless otherwise agreed, all instructions to the Company must be made in writing. The receipt of instructions and subsequent action taken by the Company will be confirmed in writing. The Company or Client can cancel the Company's authority to act at any time and upon any form that the Company may require, provided any pending transactions have been completed and payment effected. Whilst we shall do all we can to cooperate with Clients' reasonable requests we retain the prerogative to liquidate the accounts' investments under our usual dealing terms and return the net proceeds direct to the investor. Any outstanding sums otherwise contracted to the Firm, for whatever service and whether specified or implied by appointment, are payable. Joint and Several Liability is assumed in relation to Clients' accounts in this regard and deductions from those Clients' accounts for all such sums are authorised on closure.
- G4. Advice given implies no obligation on the Client to act on that advice. Advice will be conveyed either in writing or verbally. The basis for such advice will be given on request. Where appropriate, the Company reserves the right to call on Clients provided notice is given in writing or by telephone. When the Company acts and a charge is applicable, then the Client will be notified beforehand.
- G5. Clients' valuable documents cannot be lent to a third party, nor can money be borrowed against those documents.
- G6. For the provision of either advice or the arrangement of a financial product/plan, the Company levies adviser charges. VAT may apply. Details will be disclosed in advance and agreement to those charges will be secured through the signing of a Fee Agreement. When advising on an existing financial product/plan or making a new arrangement it may be possible for some or all of these charges to be paid through deductions against the plan. Alternatively, clients may pay charges direct.



Choweree House, 21 Boutport Street, Barnstaple, North Devon, EX31 1RP

Tel. (01271) 344300 Fax. (01271) 342810

Email: info@miltonpj.net www.miltonpj.net

Philip J. Milton & Company Plc is authorised and regulated by the Financial Conduct Authority 181768

Registered in England Number 3233275. VAT Number 682 2544 28



LinkedIn

- G7. Where adviser charges (for financial advice) are taken from an existing/new financial product/plan but payment does not occur or is reclaimed by the provider (for whatever reason, such as the plan not proceeding or being cancelled later), the client remains liable for the payment of the agreed charges. Adviser charges (for financial advice) are not contingent on a financial product/plan being arranged.
- G8. Valuable documents will be registered in Clients' full names and addresses as provided. Documents will be forwarded to Clients as soon as is practical. Where a series of transactions is involved we may hold the documents until all are received and then forward them together. An acknowledgement of receipt will be requested. Any documents retained temporarily in our offices at Clients' written requests will be held at Choweree House, 21 Boutport Street, Barnstaple, North Devon EX31 1RP within the strongroom facility. Although it should not be necessary, if we hold documents for more than twelve months, then Clients will be sent a statement detailing the documents held.
- G9. We shall advise Clients in writing at least fourteen days before any amendments to their contractual terms take place. Completion of this Agreement confirms acceptance of such prior notified adjustments without further specific authority.
- G10. The Company reserves the right to transfer the business of all of its Client list. This can be done at any time without prior written confirmation if such action is considered to be in the best interests of Clients. Confidentiality is assured at all times.

INVESTMENT ADVICE

- I1. Clients' monies, in the course of investment or repayment, will be held in a separate Client Trust Account in accordance with the FCA rules. This account will be with Barclays Bank Plc or the Royal Bank of Scotland Plc. Such funds never form part of the Company's assets. Interest will accrue at a rate agreed by us on any unappropriated monies and will be credited at least six monthly. Amounts of more than £20 arising from any series of transactions will be credited to Clients, without deduction of tax.

When returning monies to a Client, if a cheque is issued but not presented, the Firm will take all reasonable steps to locate the payee within the cheque's six month currency and issue a duplicate cheque if the original has been lost. However, if then there is no progress, the Firm will write to the Client at their last known address to confirm that if no contact occurs within twenty-eight days, it will be obliged to absorb the funds. Tracing costs may otherwise become disproportionate. However, should the Client reappear and/or chase funds within six years of the original issue date then the Firm will honour that original payment (without interest).

- I2. If the Company receives funds payable to Clients, we shall forward them to the current address held on our records or to the Clients' designated bank account or in accordance with any other instructions, if authorised in writing.
- I3. The extensive protection afforded by the Financial Services' Compensation Scheme applies to Clients. Details are available on request.
- I4. No business will be undertaken where the Company, its Directors or other of our Clients has a material interest unless disclosed previously in writing and Clients' consent obtained.
- I5. Contract notes or bargain reports in respect of individual transactions are issued to Clients. Clients can inspect the Company's copy contracts, vouchers and book or electronic entries relating to their transactions. Records will be held for at least six years.

Any delay in delivering payment (for share purchases) or certificates and necessary paperwork (for share sales) may result in the transaction being reversed, at extra cost. This may be at a less advantageous price. Late delivery fees and interest may also be incurred. Philip J Milton & Company Plc accepts no responsibility for these charges where it has acted on a Client's specific instruction and with due expediency. It reserves the right to levy time-costed fees to resolve protracted problems caused by the Client's negligence. It is the Client's responsibility to instruct only deals which they can complete within necessary timescales.

- I6. The sensitive personal information given freely by Clients will be held by Philip J Milton & Company Plc and/or its Agents within computer and/or manual systems and will be used solely for the provision of the service for which they have applied. The use of Clients' sensitive personal information is covered by the Company's registration under the Data Protection Act 1998. Under the Act, upon payment of the appropriate fee Clients have the right to obtain a copy of the information held.
- I7. Risk Warning: Predominantly our discretionary managed strategies will involve exposure to the markets. These offer income through the payment of dividends and interest (which may be reinvested) and opportunities for capital valuations to appreciate over the longer term. By this, generally we mean periods in excess of five years, preferably much longer. However, we can never promise you particular returns, especially in the short-term. At any point in time but especially in the short term, your capital could be worth less than the original amount invested as some of the selected holdings may fall in value, regardless of our best expectation at the time of acquisition. We may also

invest in funds that invest in overseas' securities. The value of these investments may increase or decrease as a result of changes in exchange rates between the currencies. Returns that have been achieved in the past also cannot be relied upon in terms of what the future may deliver.

- I8. The Company will not undertake an ongoing review or advise further on Clients' investments which it does not manage discretionarily unless specifically approached at such later date, when we shall be more than happy to provide further comment.
- I9. If Clients should have any complaint about the service or advice received then they should contact the Compliance Officer, Choweree House, 21 Boutport Street, Barnstaple, North Devon EX31 1RP. Telephone (01271) 344300. Any complaints that the Company is unable to settle to Clients' satisfaction can be referred to the Financial Ombudsman Service. Further details on the Company's complaints' procedure are available on request.

GENERAL ADVICE (OTHER THAN ON A 'FACE TO FACE' BASIS)

- GA1. The terms we offer to distance clients will not vary from those available to clients who may arrange an appointment at one of our offices.
- GA2. Other taxes or costs may exist that are not paid through the Firm or imposed by it.
- GA3. All communication with clients will be in English.

RECORDING COMMUNICATIONS

- RC1. We are required by our regulators (the FCA) to keep records of any telephone conversations or other electronic communications with our clients in relation to the arranging of transactions in investments that are categorised as financial instruments. Please note that for telephone conversations the records will be obtained by taping calls. We have decided to ensure that all relevant records are held that all calls will be recorded and stored. The term 'electronic communication' covers many categories of communications and includes (amongst others) video conferencing, fax email, Bloomberg mail, SMS, business to business devices, chat, instant messaging and mobile devices applications. A copy of our call recording policy is available upon request.

DISCRETIONARY INVESTMENT MANAGEMENT

- D1. This Agreement encompasses all funds entrusted specifically to discretionary management at this juncture and any further sums which may be subscribed. The Agreement incorporates Pension, Individual Savings' Account (ISA), Bond, Portfolios of Aim/Unlisted Securities and mainstream Portfolio Management Services although only one of these may apply at outset. Completion of the Agreement avoids the need for further documentation later, if additional facilities are required. Naturally, there is no obligation at all to use these extra systems.
- D2. The Company has discretion to act on behalf of Clients within the given investment aims. There are no restrictions whatsoever on the type of investment which may be considered in fulfilling Clients' objectives except that the purchase of non-readily realisable investments, options, warrants, other derivatives or margined transactions is not permitted. Discretion can be delegated to a specialist third party where such delegation enhances, or is to the advancement of, the service to Clients.
- D3. (a) For our discretionary managed ISAs, Junior ISAs, SIPPs and Portfolios, we use Quai Administration Services Limited (of 16 Tesla Court, Innovation Way, Peterborough, PE2 6FL) as our administrator. All investments within managed ISAs, Junior ISAs, SIPPs and Portfolios are registered in the name of Winterflood Client Nominees Limited of Winterflood Business Services Limited, The Atrium Building, Cannon Bridge House, 25 Dowgate Hill, London, EC4R 2GA. All assets within managed Transact Pensions, Bonds and Portfolios of Securities are registered with Transact Nominees Limited of 29 Clement's Lane, London, EC4N 7AE, a 100% subsidiary of Integrated Financial Arrangements Plc. Underlying beneficial ownership remains with the Client who retains all rights attributed to investments held (such as voting). The Company cannot be held responsible for any exercise or failure to exercise any such rights.
- (b) It is confirmed that by signing this Agreement the Company may register Clients' discretionary managed investments in its administrators' nominee names or any other nominee name that the Company may in future see fit to entrust with the holding of such investments. The Company accepts responsibility for ensuring that Winterflood Business Services Limited and Transact (or any subsequent custodians) have continuing status as eligible custodians.
- (c) Funds are segregated from Winterflood's own assets and those of other firms under omnibus accounts for clients' assets held in trust and independently audited. There is a separate omnibus account for the SIPP and also

the ISA and Portfolio. Within the account, our administrator registers individual assets to each client and reports your holdings accordingly. However unlikely, if there were any losses on the overall account as a result of a default or insolvency of the independent custodian then these would be shared equally between clients.

- D4. Once a discretionary managed investment application has been processed, an acknowledgement and personal account number is sent to the Client confirming the amount invested, with details of stocks transferred into the account, if applicable.
- D5. (a) Statements from Quai Administration Services Limited and Transact are provided quarterly with a valuation of the holdings as at 5 January, 5 April, 5 July and 5 October. Typically, reports are forwarded to Clients within six weeks of the valuation dates. For Portfolios, as at 5 April, a trading statement showing acquisitions, disposals, gains and losses and a Consolidated Income Tax statement are provided. No specific measure of performance is quoted. Within valuation reports, Transact uses the selling price of securities. Quai Administration Services Limited uses the selling price for Unit Trusts and mid-market prices for Investment Trusts, direct stocks and OEICs. Transact valuations are accessible daily on its website, subject to confidentiality protocols.
- (b) Where a Client's Portfolio falls by 10% or more during a quarterly reporting period, notification of the fall will be dispatched by the end of that business day or the following business day if the fall occurs on a non-business day.
- D6. The Company will not commit a Client beyond the amount of cash and securities placed under its control. The Company cannot commit Clients' funds to underwriting obligations.
- D7. It is understood that by signing this Agreement, full discretion over the capital entrusted passes to the Company and therefore, Clients are not able to alter management decisions in any way. In specific relation to Unit Trusts purchased within accounts, Clients cannot have rights to cancel specific investment purchases completed by the Company within standard 'Cooling-Off' terms.
- D8. The Company is authorised to retain any special placing fees involved upon specific new issue subscriptions at best prices for Clients. The same applies with any nominal renewal fees tendered by any individual investment companies, where bulk nominee holding makes differentiation impossible and/or uneconomic.
- D9. Any commissions, special discounts and enhanced prices secured on market transactions are passed to Clients in full. The Company receives no other remuneration, other than respective management fees, transaction charges and any special fees upon withdrawal or liquidation, as detailed later in the Agreement. The Company may receive an entitlement to non-voting shares in Integrated Financial Arrangements Plc as a consequence of business placed through Transact.
- D10. In performing its duties under the Agreement, the Company:-
- a) Shall not be obliged to purchase any specific investment on the investor's behalf.
 - b) Shall not purchase investments which are not permitted by any Regulations in force at the time.
 - c) Shall observe the requirements of any Regulations regarding any time limits or other restrictions applicable to the acquisition and holding of investments and cash.
 - d) Shall not be bound to take up any rights' issue or offering on behalf of the investor, although investors may be given the option of subscribing new cash too.
- D11. The Client confirms that all information in any completed Application Form and all other subsequent information is true and correct to the best of their knowledge and belief. Where statements or notices are sent by post, these will be sent to the Clients' permanent address stated on any Application Form or other address as the Client may specify by notice in writing. Where statements or notices are required or requested to be sent by email, these will be sent to an email address confirmed by an account holder's wet signature. Any failure to disclose important information or any unadvised change in personal circumstances which may affect the Company's ongoing management cannot impact the Company's responsibility to act under the terms of this agreement.
- D12. The Company shall not be bound to act in accordance with the instructions of anyone other than the Client. On the death of an account holder, we maintain management of the account and use our discretion to optimise the position for the estate. Clients are advised to instruct executors to communicate informal expectations for the capital at earliest opportunity to enable us to manage accounts effectively and which can entail full liquidation in anticipation of cash withdrawals for which a signed withdrawal form will be required from the executors in due course. This avoids inappropriate action being taken according to the best exercise of discretionary judgement by the Firm at the time. We cannot be held responsible or accountable for such action or inaction where the vulnerability dependent upon market movements could remain open. On such death, a sum for tax or the Company's charges and expenses will be retained on any subsequent transfer or encashment.
- D13. The Client confirms that they consent to be added to Philip J Milton & Company Plc and its appointed representatives' postal and email mailing lists. Clients may unsubscribe from marketing materials at any time upon request but cannot unsubscribe from account related communications and updates.

ISA, JUNIOR ISA & PORTFOLIO INVESTMENT

- P1. Minimum initial Portfolio investments usually start from £10,000. Additional cash subscriptions can be applied subject to a minimum of £500. Monthly contributions can be made from £50 by direct debit. Minimum initial ISA and Junior ISA investments start from £1,000 and subsequent cash subscriptions can be applied subject to a minimum of £500. The minimum monthly ISA and Junior ISA subscription is usually £50, either alone or with a lump-sum payment. For monthly subscribers, if the Client fails to make a minimum £1,000 of subscriptions, the Company can terminate the plan and return the assets. The Company can exercise discretion on these sums.
- P2. Clients are reminded that individuals can only contribute to one Stocks and Shares ISA in any tax year. For Junior ISAs, children may only have one Stocks and Shares account at any one time. It is the responsibility of the Client to satisfy eligibility to contribute. ISA investments will be and must remain in the beneficial ownership of the investor and cannot be used as security for a loan. Neither profit made nor income received from ISAs needs to be quoted on any UK Tax Return.
- P3. Market investments held in Clients' own names (except insurance related products) can be transferred into managed Portfolios subject to minimum levels at the Company's discretion. Under HM Revenue & Customs rules, other than new issues or employee share schemes (and upon such special terms as the Company may impose), existing investments cannot be transferred into an ISA. However, except certain foreign or minuscule holdings, the Company will sell any investment free of all brokerage if the proceeds are subscribed to a discretionary managed account.
- P4. The Administrator will make all necessary returns to HM Revenue & Customs in respect of ISAs and will provide all required details to the Client. If the Client fails to satisfy the provisions of the Regulations as set out in the application form, or by any failure to satisfy the provisions of the Regulations, the Company shall notify the Client if the plan has or will become void. In any case the Company shall give the Client all information and certificates relating to tax payable or repayable in connection with the Plan becoming void due to such termination. The Company is entitled to retain cash or investments for that purpose and for its costs or can call on the Client if he has been overpaid. Subject to any other right of retention, the Company will pay or transfer the assets of the terminated plan to the Client.
- P5. If income is taken, this will be forwarded to the Client's personal Bank or Building Society account (either monthly or quarterly). Alternatively, income is reinvested within the plan as directed on the application form or by any subsequent instruction. Uninvested cash earns daily interest at money market rates that apply for large deposits. Full sums are credited to these accounts on a regular basis. If Clients maintain both a Portfolio and ISA in the same single name and require an income from both accounts, the same income option (in terms of frequency and whether fixed or variable) will be required for both accounts.

ISA, JUNIOR ISA, SIPP & PORTFOLIO FEES AND WITHDRAWAL/LIQUIDATION CHARGES

- PP1. For all new capital and additional monies introduced/transferred to an ISA, Junior ISA, SIPP or Portfolio, no initial fee is payable.
- PP2. For an ISA, Junior ISA or Portfolio an annual management fee of 1.5% (plus VAT) of the value of the account (calculated daily) is collected monthly in arrears on the 1st of each month. For the SIPP, the annual management fee is 1.25% (plus VAT), again collected monthly in arrears. Whilst usually not deducted from the Income, the Company can deduct management fees from the Income or Capital of the account and by realising investments, if necessary.
- PP3. A VAT-free transaction charge of 1% for purchases of stock and 2% for sale of stock is applied to ISA, Junior ISA, SIPP and Portfolio accounts with no minimum regardless of how small a transaction may be. Therefore, 'best terms' with regard to sensible market sizes should be achieved. To ensure large accounts are not penalised, a maximum charge of £150 applies per transaction.
- PP4. Cash withdrawals and total account liquidations for cash involve no exit or administration charges. A £30 administration charge applies for ISA transfers away.
- PP5. a) Clients may transfer their ISA to another manager at any time. On receipt of instructions and within any time stipulated, the Company will transfer the ISA or Junior ISA, or part of an ISA (excluding Junior ISAs), to another manager.
- b) Clients may also withdraw some or all of the funds invested in their ISA (excluding Junior ISAs) at any time. On receipt of instructions and within any stipulated time, the Company will transfer or pay all or part of the investments held in the ISA and proceeds arising from these investments. Money in a Junior ISA belongs to the child and cannot be withdrawn until age eighteen. Otherwise at age eighteen the Junior ISA becomes a standard Stocks and Shares ISA.

- PP6. a) For withdrawals when insufficient cash is available, or for liquidations and transfers, any sale of stock will be undertaken during the Company's usual rolling one-month dealing window. The longest delay before we instruct the sale of stock will be one month from receipt of written instructions, upon the Company's form, at its discretion. The proceeds should be available within ten working days thereafter, creating a maximum timescale for release of funds of one month plus ten working days.
- b) If you require a withdrawal or fund transfer in a shorter period, there is an extra charge of £35 for each stock needing sale outside the Company's usual rolling one-month dealing window. Funds remain unlikely to be available in under five days.
- c) Part cash withdrawals are not permitted when the liquidation process is enacted.
- d) Withdrawals as stock (rather than cash) cost £30 per holding.
- PP7. Subject to any special factors, such as stock suspensions or residual dividends, final payments following liquidation should arrive within six months. Express interim payments or statements are possible, subject to an extra payment of £30 at the time of demand. Residual accrued total sums of less than £15 per account, per distribution point, are written off and not distributed.
- PP8. The Firm will act under the formal requirements of our withdrawal form but where there is opportunity for ambiguity or confusion between a Client's informal initial approach for cash/stock withdrawal or liquidation then we are authorised to use our absolute discretion in relation to the investments maintained within the account. This can also apply if the Client or the Firm elects to cancel the agreement, too. This can result in full liquidation, subject to any subsequent instruction of a cash withdrawal or account transfer being made to an alternative manager. The Firm can hold no responsibility for subsequent market movements as a result and will not be liable for myriad "what if" scenarios which could be presented based on a hindsight view. The Firm cannot be held accountable, either, if a Client or his representatives fails to act with due expediency in terms of completing the relevant process of withdrawal or liquidation. At all times, the Company will act according to its best judgement and interpretation of equitable behaviour in the face of the circumstances and at all times within its discretion of the general management terms and also in acting for the specific Client. No instructions will be accepted which are outside our standard protocols.

The charging terms have been designed to offer as much flexibility as possible. Consequently, choice passes to Clients in relation to non-standard capital withdrawals, for example, where swift action and procedures outside of standard operating protocols are required. The investment structures do not function as bank accounts and emergency funds should be retained elsewhere.

TRANSACT INVESTMENT DETAILS & FEES

- LP1. The minimum initial investment necessary to open a Pension is £3,000 gross, or £5,000 for the Portfolio, or £1,000 plus monthly contributions from £50 gross for the Pension or £200 for the Portfolio. Ad hoc lump-sum additions can then be made from £1,000. All these figures are after tax relief, if relevant. Offshore Bonds can be established from £20,000 initially, with subsequent top-ups from £1,000.
- LP2. An initial fee of 0.05% applies as cash is invested. If an individual's account exceeds £1,000,000 in value this charge is refunded.
- LP3. Annual Management Charges

Single or consolidated Portfolios of less than £100,000	
£0 - £60,000	1.70%
>£60,000 and <£100,000	1.49%
Single or consolidated Portfolios of £100,000 and above	
£0 - £600,000	1.49%
>£600,000 - £1,200,000	1.39%
>£1,200,000 - £5,000,000	1.27%
On the remainder	1.25%

These fees are collected from the account monthly in arrears. To make it easier to benefit from lower overall charges, accounts can be linked with accounts belonging to other family members. A quarterly charge of £20 is deducted from Pensions, £18 from Onshore Bonds and £60 for Offshore Bonds.

- LP4. As part of the management process, when we sell holdings for Clients within Transact accounts (established after 6 April 2011) and the proceeds are reinvested, a “buying fee” is levied at 1.35% of the purchase consideration. A flat brokerage fee of £3.75 is charged on acquisitions and disposals of investments and this cost is divided amongst all Clients affected by the transaction.
- LP5. Upon drawing pension benefits or for other withdrawals, Clients may utilise our special, cost-effective dealing facility whereby stock disposals can be pooled potentially with other Clients, to mitigate dealing costs, as happens with purchases. This involves giving the Company the discretion to sell stock within a one month period. Ideally more notice will be provided, thereby allowing the Company to take appropriate measures and manage down the account in anticipation of the client drawing benefits, to limit costs to the client. Payment is made following settlement. Immediate disposals are possible at the unit brokerage cost per holding.
- LP6. No penalties apply to the cancellation of regular contributions or for transferring the investment elsewhere at any time.

INVESTMENT STRATEGY

The concept of our investment philosophy is based upon a very diverse array of component holdings, using Investment Trusts, Unit Trusts, OEICs, Fixed Interest and loan stocks and equities. Even a limited exposure to Penny Shares is permitted. Sophisticated dealing systems ensure stock rebalancing based upon current values of the overall account takes place upon every purchase of component investments. This means that defined proportions based on the investment value at the time are respected, although we use discretion to vary these parameters as part of our investment management role. These systems enable potentially an unsurpassed managed diversity to be established, giving individual investors the greatest spread of risk and exposure to opportunities that may otherwise be inappropriate for holding direct in their circumstances. Individually some holdings may be volatile in exchange for their greater performance potential. The various investment formats from Portfolios to ISAs and Pension Funds are designed to complement each other where these apply. Ideally, individuals benefit from expanded exposure to other components of the management strategy - not functioning as unrelated entities although there are different sub-strategies within the available investment formats. A set of recommendations and the specific risk will also take account of clients’ other affairs divulged to the Firm so that the strategy is not in seclusion to all other factors which affect the individual investor’s circumstances and risk profile.

Market linked investments require a sensible term to prove their value. The cost of buying stock must be covered before profits can result and short-term performance comparatives are inappropriate. In some instances, the Regulator or the Ombudsman has suggested that investments connected to the equity markets are unsuitable for those of advancing years. Whilst the prospective time frame of investment is very important, our view is that it is inappropriate simply to put all capital on a bank or building society account just because a particular age has been reached. Instead, a prudent, balanced approach is necessary at all times and in many instances, even upon death it does not mean that the underlying investments need to be liquidated but could be inherited by beneficiaries within an Estate. However, it is important to note that within the structure of our Report upon which specific investment proposals have been made, that a Client of advancing years entering into an Investment Management Contract or indeed a Client who becomes of older years after that contract has commenced will not be able to hold the Firm liable for market losses challenged on appropriateness by virtue of age of the investor. Nor will their representatives. Indeed, the Firm cannot be responsible, either, for a change in Clients’ circumstances which may demand a different investment perspective yet which are not reported to it or indeed if simply by the attainment of a particular age when such event is not a trigger for specific review of the Clients’ wider affairs. That obligation continues to fall upon Clients or their representatives as the invitation for review is available at all times. If you believe the recommendations are unsuitable for you or you need alternatives then you must ask in advance of signing the Discretionary Agreement because otherwise we must trust that you understand these principles and the risk profiling assumed.

Global diversification is essential to reduce risk and to exploit opportunities. The investment systems we employ afford this diversification, although this does mean comparison with home-based indices alone is misleading. A basket of fixed-interest investments provides additional security. Our systems are based upon the widest possible range of diversity as is practical, both to mitigate risk and to increase opportunities available to all clients. This means that even the smallest clients and those with the lowest risk profiles will still have exposure to investment opportunities which otherwise would be unavailable to them and where they are not penalised by virtue of cost structure where everything is percentage based. These principles of risk mitigation and opportunity seeking are expanded within reports to clients and need to be considered fully in advance of appointing the Firm to manage capital.

DISCRETIONARY AGREEMENT

FOR ADVISED INVESTMENTS

Initial value of the investment being made with the Company £ _____ * as detailed in the attached report dated _____.

**This sum is for guidance only and does not necessarily represent exact values. The precise figure may not be available until after discussions although this does not affect our agreement in any way. It also encompasses any subsequent funds provided for discretionary management.*

Or:

FOR EXECUTION ONLY INVESTMENTS

I/We understand the risks of investing on an execution only basis and take full responsibility for the decision. I/We have not been influenced by anyone else and confirm we have been supplied with and have read the appropriate risk warnings in relation to this investment.

To be completed in both instances:

THE INVESTMENT OBJECTIVES ARE

- Maximum income
- A rising level of income with potential for capital growth
- A balance between income and capital growth
- Primarily capital growth with reduced regard to income
- Maximum capital growth

PORTFOLIO SECURITY CHOICE

- No risk - National Savings and Bank Deposits only (risk of inflation/reducing interest rates).
- Minimum risk (least potential)
- Medium risk (medium potential)
- Adventurous (maximum potential)

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 you must ask for further information. You acknowledge receipt of our accompanying recommendations. Please return one signed copy of this document to the Company. The second is for you to keep.

(All parties to complete fully and sign)

Account Holder One

Account Holder Two

Date of Birth _____

Date of Birth _____

NI Number _____

NI Number _____

Nationality* _____

Nationality* _____

Country of Residence* _____

Country of Residence* _____

Town/City of Birth _____

Town/City of Birth _____

Email Address _____

Email Address _____

Full Name _____

Full Name _____

Signature _____

Signature _____

Date _____

Date _____

For Philip J Milton & Company Plc



Date _____

**If not British/UK, we may need to obtain further information from you.*

It is important to note that under law a signature acknowledges instruction to proceed and that Clients have read and understood the terms of the contract to which they have committed themselves, as well as any accompanying application, brochure, product particulars or factsheets. We endorse this view and the Firm cannot accept liability for a failure to appreciate the terms of operation or appropriateness of the contracts being completed, nor, in the absence of evidence at the time, that the Clients would not have capacity to understand that to which they were committing themselves.