

PILLING & CO
STOCKBROKERS

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Discretionary AIM Portfolio

User Guide & Client Agreement

| | | | |
|----------------------|--|--------------------|--|
| Your Name: | | Your A/C No(s) | |
| Your Pilling Contact | | Date of Completion | |

Please note that the value of your investments and the level of income produced can fall as well as rise and you may not get back the full amount that you invested. Past performance is not a guide to future returns. Any opinions expressed should not be construed as advice for investment in any product or security featured. Some shares may use part of the capital invested to provide an income. If you are uncertain about the suitability of any investments you should take independent advice (including tax advice) before investing. The information herein is based on current Inland Revenue rules which are subject to change. Any opinions or information provided has been based on sources we believe to be reliable. Pilling & Co staff and/or principals may hold investments featured. All investments are subject to our current terms and conditions and charges which we reserve the right to change. Whilst every effort is made to ensure accuracy we cannot be held liable for errors or omissions. A copy of our internal complaints procedure is available on request together with the Financial Ombudsman Service (FOS) leaflet explaining their operation. Pilling & Co is registered under the Data Protection Act as a controller of information.

Pilling & Co is authorised and regulated by the Financial Services Authority No. 141242
and are members of the London Stock Exchange and A.P.C.I.M.S AIM0412

Managed Portfolio for Inheritance Tax Mitigation

Under current legislation bequests made to a deceased's spouse or to recognised charities escapes inheritance tax (IHT). Otherwise the first £325,000 (frozen until 2015) of assets bequeathed on death attracts no IHT and everything over this figure attracts tax at 40%.

An exemption to this are shares in companies that qualify for Business Property Relief (Business Assets). Companies that qualify for such relief are those that are not listed on a recognised Stock Exchange. Most importantly the AIM and OFEX (now called PLUS Quoted) markets are not recognised stock exchanges for this purpose, although companies utilising these platforms are quoted and may be traded. Business assets are: -

- Exempt from IHT if the initial investments into AIM and PLUS Quoted securities were purchased at least two years before the time of death and remained in AIM or PLUS Quoted securities up to the date of death.
- Subject to capital gains tax (CGT) at 18% for basic rate taxpayers and 28% for higher rate taxpayers on gains in excess of the annual exemption (£10,600 for 2012/2013). Where a gain is large enough to take someone over the higher rate income tax threshold, the 28% rate will apply to the excess.

There are some AIM and PLUS Quoted companies that currently do not qualify for these reliefs, these include companies dealing in property, investments and general financial instruments (i.e. investment companies) and cash shells.

There are over 1,100 companies listed on AIM, as at February 2012, with over 220 designated as international. This makes it possible for us to create and manage a portfolio to take advantage of these far reaching tax breaks.

We do have to point out that AIM and PLUS Quoted securities are regarded as **high risk** and trading liquidity cannot be guaranteed. Investors should only contemplate investing in such equities if they can afford to lose any of the capital committed.

We believe the higher risk nature of AIM and PLUS Quoted investing makes it essential to have a broad spread of companies that have been researched and are regularly monitored. Over the past several years we have put together a core universe of companies from which we select for IHT mitigation portfolios. These companies are regularly appraised and added to when appropriate opportunities arise.

Charges

An annual fee of 1% plus VAT will be charged on the value of the portfolio, taken half yearly. Dealing commission will be charged at the normal rate of 1.65% on the first £10,000 consideration and 0.5% on any balance (per deal).

The discretionary account will be managed on a "contract of care" basis with the performance benchmarked against the AIM All Share Index. You will receive quarterly valuations and a comprehensive half yearly report and reconciliation.

The minimum initial investment for the AIM portfolio is £30,000. The account can be liquidated and the sale proceeds paid to you at any time. In such an event, our normal dealing commission would be levied as well as the management charge on a pro rata basis.

If you would like to proceed with the AIM portfolio, simply complete the enclosed Client Agreement and return it to us. Any cheques should be made payable to Pilling & Co. If you wish to sell existing securities to raise the funds to invest, you can detail these instructions on the enclosed application form. We will then establish an AIM portfolio on a discretionary managed basis, the securities will be registered in our nominee name.

OUR DEFINITION OF RISK

It is a fact of life that capital growth or a high income return can only be achieved with some degree of risk. The greater the potential growth or income yield, the higher will be the risk. We suggest that you think about the risks inherent in the investments you are making and in very broad terms, for your guidance we classify the three major risk categories as follows:-

LOW RISK

These can include cash and fixed interest sterling denominated securities issued by major governments and corporations. In addition unit trusts, OEICs and ungeared collective investments investing principally in the above are acceptable. Please note however that a high exposure to gilts and other fixed interest securities might constitute a high risk policy since their capital values and the real value of the income that they produce are affected by interest rate fluctuations and inflation

MEDIUM RISK

Medium risk investments may include other fixed interest investments, shares in FTSE 100 Index constituent companies, well-established FTSE Mid 250 companies (perhaps ex-FTSE 100 stocks) and where possible (eg where the capital commitment is great enough) a judicious spread of shares in large and medium capitalized companies, Unit Trusts, OEICs, Investment Trusts and similar packaged investments in the major western markets (UK, Europe, North America) as well as internationally diversified examples of such funds are included.

Some sector specialist, ethical and single company country funds can be used as part of a diversified portfolio. Modest portfolio allocation in smaller companies in the major western markets via managed collective investments is also acceptable.

Insurance company and investment management company managed or multi-manager products are generally acceptable, either as part of a portfolio or in isolation.

HIGHER RISK

High risk covers all other types of investments not mentioned above and can incorporate weighting or even exclusive concentration on smaller capitalized or recent start-up businesses, junior markets and trading facilities (eg AIM and PLUS Quoted) or venture capital vehicles. Collective and packaged versions of the above are acceptable as well as offshore, non-sterling denominated or hedge funds. Investments in lesser-developed markets eg Asian and Emerging Markets are also included.

Warrants, covered warrants (securitised derivatives), options and other forms of derivatives also come under this category and you are required to complete a further application form (available on request) to help us assess whether complex products of this nature are appropriate for you.

Other investments covered under the **Notification of Services Required** section of this agreement should also be considered in this category.

We may invest in securities where the individual risk category of that security is outside your chosen risk profile. However, the overall risk profile of the portfolio will remain within your risk profile.

WARNING:- We make every reasonable effort to ensure that your investments meet with your risk requirements. At the time of investment our understanding, and the market's opinion in general of a security's risk category will be applied as per your investment questionnaire. If at a later date it is found that the risk category was incorrect, we cannot be held responsible for any financial consequences or liabilities arising from any misunderstandings or mistakes in this aspect of your dealings with Pilling & Co.

CLIENT INVESTMENT QUESTIONNAIRE

This agreement should be completed to enable us to operate a Pilling AIM portfolio under discretionary management. As the AIM portfolio has a set management and administrative criteria, many of the answers on pages 5 and 6 have been defined already. If you are not in agreement with the pre-defined answers please do **not** complete and sign the form. You should contact your Pilling advisor for further assistance. Where the answers are not pre-defined, please indicate your preferences by initialling the appropriate blank boxes, signing and returning the complete copy of the agreement. The FSA rules require us to obtain such information about your investment objectives, financial resources and personal background as may be necessary to ensure the suitability and quality of our investment advice or the extent of discretion exercised on your behalf.

| | |
|--|---------------------------|
| Surname | |
| Forename(s) | |
| Address | Postcode |
| Email address | |
| Tel No Home | |
| Tel No Work | |
| Tel No Mobile | |
| Date of Birth | |
| Nationality | |
| Occupation | |
| Marital Status | |
| Number of Dependants | |
| Income Taxed @ | 50%/40%/20% /Other |
| Income from Employment | £ |
| Income from Pension(s) | £ |
| Other Income | £ |
| Value of Home(s) | £ |
| Value of other Property | £ |
| Savings (non Pilling) | £ |
| Investments (non Pilling) | £ (please supply details) |
| Other assets (non Pilling) | £ |
| Mortgage(s) outstanding | £ |
| Overdraft / Loans / HP etc | £ |
| Credit Card Lending | £ |
| Other Debts | £ |
| BANK DETAILS: - Name of Bank/Building Society | |
| Account Name | |
| Account Number | Sort Code |

NOTIFICATION OF SERVICES REQUIRED

Under FSA rules we can only provide the following services if you give your **written consent**. You must therefore carefully consider each service you require in terms of risk, your responsibilities and the obligations you may incur. Please indicate your agreement to receive these services or allow us to conduct them on your behalf by **initialling** (do not tick) boxes 10 and 11 on page 6.

| SERVICE REQUIRED | YOUR CONSENT TO DEAL IN : | Yes | No |
|---|---|--------------------------|-------------------------------------|
| 1. Options, Warrants and Covered Warrants (Securitised Derivatives) | Non-margined but highly geared and price sensitive products | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Before requesting the services in (1) you must complete an application form (available on request) which helps us to assess whether complex products are appropriate for you.

| | | | |
|--|---|-------------------------------------|-------------------------------------|
| 2. Off-Exchange Transactions | Deals not regulated by the rules of an approved Stock Exchange / Market | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Unregulated Collective Investment Schemes | | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4. Non-Readily Realisable Investments | Illiquid investments in which the market is limited | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5. Penny Shares | Investments in smaller companies where there is a big difference between buying and selling price | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. Stabilisation | New issues where prices may be maintained artificially | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 7. Your money | Holding your cash in a deposit style account held with a UK FSA approved bank. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| | Depositing your money in non-UK jurisdictions where your rights and protections may be reduced | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 8. Custody of your Investments | Registering your investments in the name of St Anns Square Nominees Ltd or a nominated sub-custodian subject to a written agreement with Pilling & Co | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 9. Overseas Custodians | Depositing your assets in non-UK jurisdictions where your rights and protections may be reduced and where there may not be separate identification of investments | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

| | | Yes | No |
|------------------------------|--|--------------------------|--------------------------|
| 10. Third Party Instructions | Accepting any instructions from the person(s) listed below | <input type="checkbox"/> | <input type="checkbox"/> |

| |
|--|
| Full name, address and telephone number |
| Restrictions on authority to act on your behalf: |

We will accept the instructions of the third party you name for the purposes of dealing in all types of products, as well as the movement of your investments and the payment and receipt of your money *until cancelled by you in writing.*

| | | Yes | No |
|-----------------------|---|--------------------------|--------------------------|
| 11. Unsolicited Calls | Telephone calls or visits by us to discuss investments of the type you normally deal in without your express invitation | <input type="checkbox"/> | <input type="checkbox"/> |

Please take note that you may forgo certain statutory rights to cancel deals you enter into as a result of an uninvited call.

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| If you wish to authorise unsolicited calls but subject to certain restrictions please list them here. |
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DISCRETIONARY MANAGEMENT SERVICES

This Agreement sets out the arrangements under which we will provide our Discretionary Management Services.

- We will manage for you the AIM portfolio.
- We shall have full discretion, and without prior reference to you, to enter into any kind of transaction or agreement for your account in or relating to the AIM portfolio.
- Other than the periodic reviews, statements and valuations, or unless requested by you or your Personal Investment Manager, you will not be contacted with regard to any aspect of the operation of your account.
- You will receive a contract note confirming the details of each transaction carried out on your account within a few days of dealing.
- **Our Charges and Fees** are stated on page 2 of this document. We reserve the right to alter charges with one month's written notice.
- **Investment Objectives** - the nature of these investments is **high risk** and the purpose of the portfolio is to mitigate IHT and/or reduce CGT. We may from time to time write to you to confirm that these objectives are unchanged and, in any event, should you wish to modify them you must notify us in writing as soon as possible.
- **Execution Only Arrangements** - transactions conducted on your behalf will always be entered into under the principles of *suitability and best execution*. However, on some occasions, you may wish to instruct us to carry out transactions for which you will not expect us to be responsible in advising you about their investment merits.
- **Portfolio Review and Performance Report** - we will send you an in depth analysis and review of your own portfolio every 6 months, a statement, a reconciliation of its performance and a general economic report.
- **Basis of Performance Measurement** - the percentage increase or decrease in the value of your portfolio since your last report will be shown alongside the percentage change (over the same period) in the level of the AIM All Share Index.
- **Basis of Valuations** - investments quoted, listed or regularly dealt on a recognised investment exchange will be valued at their middle-market quotation on that exchange unless stated otherwise. Unquoted investments will be valued at cost or such other value as we may consider appropriate at the time. Current exchange rates will be applied when valuing holdings in foreign currencies. We reserve the right to adopt any other method of valuation when we have reasonable grounds for believing that another approach more accurately reflects the market value of a particular investment.
- **Notification of Services Required** - except where the boxes are already ticked, we will assume that you do not require us to provide any other service listed in the Notification of Services Required section of the Agreement unless you specifically initial the appropriate "Yes" box(es).

- **Transfers of Income and Capital** - we will arrange for any income or capital sums arising from your portfolio to be sent to you in accordance with your written instructions.
- **Termination of Agreement** - either party may terminate a discretionary agreement by giving one month's notice in writing. You will remain liable for any transactions entered into before notice is received or instructed during the notice period and you will pay any charges or fees due to us under the appropriate Agreement on a pro rata basis.
- It is hereby confirmed that where this Agreement is signed by more than one person, we are the joint owners of all cash, securities or other property held for us and that on the death of any one of us such ownership will automatically accrue to the survivor(s) who will continue to be bound by the above terms and conditions as if they had signed alone.
- I have read and understood the contents of this AIM portfolio Agreement and understood the Terms and Conditions of Business and agree to be bound by them.
- I understand that Pilling & Co cannot make any promises as to the future performance of the portfolio maintained on my behalf and that, so long as they act in good faith, they cannot accept any liability for any loss arising through their exercise of this authority or the management of my portfolio, nor for taxation charges arising for any reason.
- I also understand that Pilling & Co make no guarantee that the AIM portfolio will qualify as business assets and as a result may not avoid IHT.

IMPORTANT NOTICE

If there is anything that you do not understand or if you wish for further clarification, please contact us before you sign and return this agreement.

Signed

Full Name

Date

**Signed for and on behalf
of PILLING & Co**

Dennis L Morgan (Senior Partner)



