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Dear Directly Authorised Firm,

Terms and Conditions

Purchase of Compliance Services from Personal Touch Financial Services Limited trading as Personal Touch Directly Authorised ("PTDA")

Thank you for your interest in purchasing compliance services ("the **Services**") and/or compliance documentation ("the **Materials**") in each case specified in the attached order form (the "**Order Form**") from PTDA. This letter contains the terms upon which the Services and/or the Materials will be provided to the Firm, the details of which are set out at the end of this letter. In accepting these terms and conditions you confirm that you are authorised to do so on behalf of the Firm that is purchasing the Materials and/or Services.

1. The Services and/or Materials purchased

The Firm agrees to purchase the Services and/or the Materials from PTDA which have been selected by the Firm on the Order Form submitted to PTDA with these terms and conditions.

2. Duration of the agreement and payment terms

The Firm agrees that the price ("the **Price**") payable by the Firm for the Services and/or the Materials is as set out in the Order Form, and the first instalment of the Price will be payable on the date notified to the Firm by PTDA following acceptance of the Order Form. The Price is exclusive of VAT.

The Firm expressly acknowledges that this agreement is a commitment on the part of the firm to subscribe to the Services and/or the provision of the Materials selected in the Order Form for a minimum period of twelve months from the date of the payment of the first instalment of the Price.

The Price is payable by the Firm to PTDA in twelve equal instalments by direct debit. PTDA will supply the Firm with VAT schedule on request.

In the event that the Firm cancels its direct debit or otherwise fails to pay the twelve instalments to PTDA for whatever reason the balance of the unpaid amount will be a debt due to PTDA and such debt will attract interest at a rate of 5% above the bank base rate of Lloyds TSB Bank plc from time to time. PTDA shall be entitled to set off any sums due to PTDA from any sums held by PTDA for the benefit of the Firm from time to time.

PTDA may give one month's notice in writing to the Firm to bring this agreement to an end, and consequently not be under any obligation to provide the Services or Materials to the Firm from the date of the expiry of such notice if the Firm (1) fails to co-operate with PTDA to such an extent that PTDA are prevented from performing or otherwise cannot perform the Services to the standard required by PTDA or (2) fails to implement any advice or recommendation or advice provided by PTDA during the performance of the Services or the provision of the Materials and such failure is considered by PTDA to be a material breach of any regulatory requirement or (3) ceases to be authorised by the FSA or (4) engages in any conduct which may otherwise prejudice the goodwill of PTDA or the Personal Touch group of companies, including but not limited to, unauthorised reproduction or use of any Materials.

In the event that PTDA gives notice to the Firm in accordance with the paragraph set out above the Firm will remain obliged to pay the entirety of the Price in accordance with the terms of this agreement.

3. Time for the performance of the Services and provision of the Materials

In the event that the provision of the Services by PTDA:

- requires the physical presence at the premises of the Firm then PTDA will provide no less than twenty business days notice to the Firm of the intended visit, unless a shorter period is agreed between the Firm and PTDA. The Firm agrees to provide PTDA with such assistance as PTDA may reasonably require to perform the Services including the provision of access to premises, personnel and client files;
- requires the review by PTDA of client files then the Firm will be responsible for making such files available to PTDA (and if applicable the Firm shall bear the risk and costs of transit) and PTDA agrees that such files will be reviewed and a report provided to the Firm within 10 business days of the receipt of the files by PTDA

In the event that the Firm has ordered Materials then such Materials will be provided by PTDA at the intervals agreed between PTDA and the Firm.

4. Other terms applicable to the performance of the Services and the Materials

PTDA has used all reasonable endeavours to prepare the Materials in accordance with the Principles and Guidance issued by the FSA at the date of the preparation of the Materials. However, the Materials have not been approved as compliant by the FSA. PTDA makes no representation that the Materials will be accepted by the FSA as compliant and any liability in relation to compliance (including the taking of any enforcement action by the FSA) is excluded.

PTDA will carry out the Services with reasonable skill and care. When carrying out the Services, PTDA will use all reasonable endeavours to provide the Services in accordance with the Principles and Guidance issued by the FSA at the date the Services

are performed. However, PTDA makes no representation that the Services (and any guidance or advice provided to the Firm by PTDA in performing the services) will be accepted by the FSA as compliant and any liability in relation to compliance (including the taking of any enforcement action by the FSA) is excluded.

In the event that the Services purchased comprise file checking the Firm will be required to use the PTDA back office system known as "Toolbox".

In the event that the Firm sends original files or materials to PTDA it is the responsibility of the Firm to ensure that the files or materials are copied prior to their despatch.

In purchasing the Materials the Firm acknowledges that time may have elapsed since their preparation. It is the responsibility of the Firm to ensure that the Materials are suitable to meet the Firm's regulatory requirements at the date of use by the Firm.

It is the sole responsibility of the Firm to ensure that Materials are personalised to the Firm and the Firm is permitted to make minor amendments to the Materials to effect such personalisation. The Firm expressly acknowledges that all intellectual property rights in the Materials belong wholly and exclusively to PTDA and, except as expressly permitted by this paragraph, the Materials cannot be reproduced, modified or distributed by the Firm without the prior written consent of the Firm.

PTDA may make changes to the content of the Materials from time to time.

In the event that your purchase of either the Services or the Materials requires the transportation of files or documentation between the Firm and PTDA all costs of transportation will be an additional cost to the Firm.

The Firm warrants to PTDA that the Firm has the express consent of its clients to disclose client information to PTDA in the event that this is required for the performance of the Services or the provision of the Materials by PTDA. PTDA agrees that any such client related information disclosed to it is confidential and belongs to the Firm.

Any obligations of confidentiality on the part of PTDA, whether arising under this agreement or generally, do not apply to the extent that disclosure is required of or made by PTDA pursuant to any regulatory requirement with which PTDA is required to comply.

Each party agrees for the duration of this Agreement and for a period of 6 months following the termination of this Agreement (specifically the date of receipt of the final direct debit payment by PTDA from the Client) that it will not solicit, induce or entice away from the other party or employ, engage or appoint or in any way cause to be employed, engaged or appointed any person who was employed, engaged or appointed by the other party at any time during the period of 6 months immediately before the date of termination of this Agreement.

The terms and conditions forming this agreement are governed by English Law.

Please sign and return the copy of this letter to PTDA along with the completed Order Form as soon as possible. As soon as this is received, this letter will be signed by PTDA whereupon this agreement will be binding and the account of the Firm will be activated.

Yours sincerely,

PTDA Team

I accept on behalf of the Firm the terms and conditions applicable to the purchase by the Firm of certain products or services from PTDA more particularly set out in the enclosed Order Form. I confirm I am authorised on behalf of the Firm to enter into this Agreement.

.....
Principal name

.....
Date

.....
Principal signature

Name of Firm	Principal Business Address	FSA Number

Internal Personal Touch Staff only

Terms and Conditions accepted by a Director of Personal Touch Financial Services Limited

.....
Signed

.....
Dated

.....
Name of Director

Details of Packages Ordered:

[then duplicate information on order form]