



Insurance Services

TERMS OF BUSINESS - CLIENT AGREEMENT

Felicitas Insurance Advisors, Agents & Sub-Agents Ltd
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Office address:

IDE Ioannou Court

13 & 15 Gregoris Afxentiou Street

Office 301

Mesa Yeitonia

4003

Limassol, Cyprus

This Agreement is made by and between:

1. Felicitas Insurance Services Ltd (“The Company”), a company incorporated in Cyprus whose office address is at IDE Ioannou Court, Office 301, 13 &15 Gregoris Afxentiou Street, 4003, Limassol, Cyprus, and

2.
Name of Client (“The Client”)

Of (address).....

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ABOUT US AND OUR SERVICES

FM Insurance Services is the trading name of Felicitas Insurance Advisors, Agents & Sub-Agents Ltd and we offer you advice based solely on the information provided by you and offer advice on life assurance, medical insurance, protection, savings and pensions. As we are not tied to any product provider, we are in a position to offer you a course of action appropriate to your needs.

Our Firm (referred to as “we”, “us” or “the company” in this document)

We are authorised and regulated by The Cyprus Insurance Companies Control Service (ICCS) Licence No. F.O.S 235 / F.O.S 236. Regulation is limited to Insurance Mediation activities within the European Economic Area.

Further information on the company can be found on our website: www.fminsuranceservices.com

Although we are aware of the tax position in Cyprus, it should be noted that we are not tax advisors and no information or advice provided by us is intended, nor should be construed, as tax advice. You are encouraged to seek independent tax advice.

This Agreement, together with each of the following policies which can be viewed on our website (www.fminsuranceservices.com), constitute the entire agreement between us and the client, and replaces and supersedes any previous written or oral agreement or communications between us with regard to the matters covered herein. The policies are:

- Complaints policy

Each of these policies shall be incorporated into, and form part of, this Agreement as if each had been set out in full herein.

HOW WE ACT FOR YOU

We offer you advice based solely on the information provided by you, and we are not tied to any product or financial institution. We shall only ever recommend a course of action if we believe it to be suitable for you. We suggest ongoing review meetings to discuss the performance of your policy and, if appropriate, consider any additional recommendations or alterations, as personal circumstances may change.

We prefer our clients to give us instructions in writing to avoid possible disputes. We will, however, accept oral instructions providing they are subsequently confirmed in writing.

Any advice we give you will normally be in writing but, if given orally, will be subsequently confirmed in writing. Where any recommendation we make, or transaction we undertake for you, results in a right to cancel the plan under certain conditions, we will advise you of these rights. We will also tell you if you do not have the right to cancel the arrangement.

When we arrange any plans for you, these will be registered in your own name unless you advise to the contrary. All documents (where applicable) will be forwarded to you by post or email as soon as possible, after we receive them. Where a number of documents relating to a series of transactions are involved, the documents will normally be retained until the series is completed.

ANTI MONEY LAUNDERING

Prior to entering into any agreement for insurance-linked investment products and services with a client, the company is obliged to validate client identification and source of funds. The company will only be able to provide a product or service after these procedures have been carried out satisfactorily, in accordance with the Prevention and Suppression of Money Laundering and Terrorist Financing Law, Law 188(I)/2007 (as amended) (the "AML Laws") and other applicable regulations and directives, to carry out due diligence and know your client ('KYC') checks on the client.

In connection with our due diligence and KYC checks all information and documentation provided must be current and is then subject to constant review and updates.

INVESTMENT RISK

All investments carry a degree of financial risk. Financial risk is an umbrella term which might include asset-backed risk, credit risk, political risk, liquidity risk, market risk, counterparty risk, operational risk and model risk. Generally, if an investment has a wide range of returns, it is regarded as being higher risk than an investment with a low range of returns.

Any product which is directly or indirectly invested into assets which may fall in value (for example equities), may itself fall in value along with any decrease in value of those assets. Before entering into any investment agreement, you must ensure that you understand the risk associated with the product and are financially prepared to accept that level of risk.

It is important to remember that past performance is not an indication of future performance.

The client should be aware of possible liquidity restrictions of some investments and that some plans / investments may not allow redemptions for a specified period. There is also a possibility of early redemption penalties. Information regarding any restrictions on liquidity or redemptions can be found in the product literature and key features documents.

WE DO NOT HANDLE CLIENT MONEY

Cheques for premiums or investment monies must be made payable directly to the third party financial institution. No premiums or investment monies of any kind should be paid or made payable to anyone else.

Cheques from third parties will not be accepted / Cash will not be accepted.

HOW DO YOU PAY FOR OUR SERVICES?

We can derive our income in three ways via fees, commission or a combination of the two.

Commission: We derive our income from commission paid to us by product providers and other financial institutions with whom business is transacted. We do not make any direct charge to you unless by prior agreement, confirmed in writing, before you enter into any agreement to purchase a product.

If we arrange to effect an Investment Plan from which we receive commission and **you subsequently cease to pay premiums** which results in us refunding commission which has been paid to us, **we reserve the right to charge you a fee** to recompense us for the time spent in advising you and arranging the policy/plan. **We shall not charge any fee if you exercise your right to cancel the policy in accordance with the cancellation notice sent to you by the product provider.**

Fees - A fee may be charged in the following circumstances:

- If the work we do for you does not relate to products on which commission is payable.
- If you instruct us to give you advice, but not to arrange the sale or purchase of any insurance linked investment/product for you.
- If it is agreed that the work carried out on a fee basis is in addition to any commissions payable. However, in some circumstances these commissions may be re-invested or used to enhance the investment and/or products being arranged.
- Where we propose to charge a fee, we will notify you in writing before we carry out any chargeable work, explaining how it will be calculated.

DISCLOSURE OF CLIENTS' PERSONAL DATA, DATA PROTECTION & RECORDS

Collection of Data

We collect your personal financial information using a confidential questionnaire whilst conducting a financial review of your circumstances. With your consent, we may collect your data from institutions with which you currently have contracts/policies, from your employer and from professional advisers. We may obtain data from credit reference agencies.

Use of data

Your information will be held on computer-based databases and in paper files. We use the data primarily to provide you with advice and to complete transactions on your behalf. We analyze and assess your data to maintain and develop our relationship with you. Use of your data includes financial risk assessment, money laundering checks, compliance and regulatory reporting and fraud prevention. We use your data to help us prepare investment proposals suitable for meeting your objectives. Your data will be kept for a minimum of five years, in compliance with our regulatory obligations.

Sharing of your data

We will only pass your data to institutions (with the aim of entering into and servicing transactions), our regulators, auditors and our professional advisers. We may recommend within the Felicitas Group and associated companies, to approach you with their products and service offerings. Third parties may transfer your data outside the European Economic Area. If they do so, they will take appropriate steps to ensure the same level of protection for your personal data as would be available in the European Economic Area.

RELATIONSHIP

Once we have acted upon your instructions, we will review your policies as agreed and contact you to suggest that we arrange a review meeting. We will, however, be pleased to advise you at any time should you require further assistance. We like to keep our clients informed of products and services we offer which may be of interest to them; therefore, from time to time we may forward marketing material to you, unless you advise us otherwise in writing.

The company cannot be held liable for any financial recommendations provided to you by any other firm or individual prior to, during or after termination of this agreement.

TERMINATION OF THIS AGREEMENT

You, or we, may terminate our authority to act on your behalf at any time without penalty. Notice of this termination must be given in writing and sent by first class post. It will be deemed to be received ten (10) business days after being posted.

Any business for which we have received instructions from you will be completed unless we receive instructions to the contrary and the transaction can be stopped.

GOVERNING LAW

These Terms of Business are governed, and shall be construed in accordance with, Cyprus Law.

COMMENCEMENT DATE

These Terms of Business come into effect on the date you sign the agreement.

COMPLAINTS

A Complaint can be made in accordance with our Complaints Handling Policy, a copy of which can be found on our website and the provisions of which form an integral part of this Agreement.

All complaints must be submitted in writing and should be as descriptive as possible in respect of the events that led to the filing of the complaint: In writing to:

General Manager
Felicitas Insurance Services Ltd
P.O Box 59619, 4011
Limassol, Cyprus

Or via email: admin@fmgrouppinternational.com

Confidentiality

The Parties shall have a duty of confidentiality with respect to their relationship hereunder during the term of this Agreement as well as after its termination. Such confidentiality shall cover all communication, documentation or other information exchanged during the course of such relationship.

The Company shall have the right, without giving prior notice to the Client, to disclose such details of the transactions of the Client or such other details as the Company may consider necessary in order to comply with applicable law, the requirements of any third person or other appropriate or regulating authority having the right to demand such disclosure or to comply with any obligation of the Company to proceed to the said disclosure to any third person.

Force Majeure

The Company shall not be deemed to have failed to respond to its obligations and shall have no liability for any loss or damage which the Client may incur as a result of any total or partial failure, discontinuance or delay in the execution of the duties or obligations of the Company under the Agreement, or of any other person who acts as an intermediary or participates in the execution of the orders, caused by any act of God, fire, war, political upheaval, labour dispute, strike, governmental action, or any stock exchange or credit institution, discontinuance or suspension of the operation of the stock exchange market, failure of communication for any reason with market makers, non-operation of any computer transaction system, any other defect in or failure of transmission to communication facilities of any nature between the Company and the Client or any other party, suspension of the right of the Company to provide partly or fully any Services in Cyprus or in any other country or for any other reason beyond the Company's control.

Assignment

The Agreement shall be personal to the Client and the Client shall not be entitled to assign or transfer any of his rights or obligations under the Agreement. The Company may at any time assign or transfer any of its rights or obligations under the Agreement.

Representations by the Company

The Client acknowledges that no representation has been made to him by, or on behalf of, the Company which in any way induced or persuaded the Client to enter into the Agreement.

Partial Invalidity

If any provision of this Agreement shall be rendered invalid, illegal or non-enforceable, it shall be deemed to be deleted to the extent necessary to rectify such invalidity, illegality or non-enforceability and all other provisions of the Agreement shall remain valid and enforceable.

By signing this agreement, the Client

- ✓ Understands and accepts terms of The Client agreement
- ✓ Consents to receiving information such as valuations, company policies and other information via email and/or through the Company's website and/or through the website of third party Financial Institutions
- ✓ Understands and accepts the recommendations made by the Company
- ✓ Understands the Financial Instrument/Product Fees, charges and any cancellation or early redemption penalties
- ✓ Understands the risks involved and does not hold the Company liable for any losses that may occur and further understands that the value of investments can fall as well as rise, that past performance is not a guarantee of future returns, and that projections and simulations of future performance and returns are purely indicative and do not represent a guarantee of actual returns (unless otherwise stated in the product terms and conditions) which may be higher or lower than indicated
- ✓ Acknowledges that, in extreme circumstances where we may not be able to reach you to obtain your prior permission, you give us permission to sell part or all of your portfolio (proceeds will be held in your cash account only) without prior permission if we believe it is in your best interests and by taking this action you would avoid a loss
- ✓ Confirms that information provided by them to the Company is, to the best of their knowledge, true and accurate

I/We have read, understood and agree with this agreement and accompanying information:

Signed:
(The Client)

Signed:
(The Client)

Date:

Date:

**WEALTH AND
PROSPERITY**