

April 2013

Dear Client

Welcome to Clocktower; as a firm of financial advisers and planners we offer a range of services to private individuals and small & medium sized businesses.

Our individual clients' services range from personal tax advice to probate help and assistance; Inheritance Tax & estate planning to personal wealth and lifetime cashflow planning; retirement funding analysis and existing provision review. We also offer regulated investment advice in terms of individual investment planning and using tax-efficient investments (ISAs, etc.) as well as pension schemes and Inheritance Tax mitigation using investments & life assurance arrangements in trust.

For business clients we provide financial planning support, advice with regards to employee benefits and pension provision, including compliance with the requirements of The Pensions Act 2008 and meeting the obligations of pension scheme auto-enrolment. We also offer assistance and advice with identifying key person and shareholder or partnership protection issues and solutions.

Some of our advice, specifically involving 'packaged products' (life assurance, pensions and investment products) is subject to regulation, requiring specific Financial Conduct Authority authorisation. However, much of our advice and service is based on professional experience and qualifications, involving neither regulated financial services advice nor product transaction.

To maintain clarity of separation between areas of regulated & non-regulated advice and, for instance, to avoid ambiguity about protection offered by Financial Services Compensation Scheme (FSCS).

Clocktower Financial Planning Ltd offers general financial planning advice and assistance.

Where necessary to engage in regulated Financial Advice or transactions in 'Retail Investment Products' (defined within our Client Agreement Letter). Clocktower Fund Management Ltd is authorised and regulated by the Financial Conduct Authority [Firm Reference Number 493524].

In both cases, we offer comprehensive and independently based advice.

Attached please find our client agreement incorporating the disclosure requirements of our regulated status with the Financial Conduct Authority for Clocktower Fund Management Ltd. I hope you find the details sufficiently clear in describing what we do, how we do it and importantly, how we are paid for our work, if you have any questions about any aspect of our services please feel free to ask.

We look forward to helping you with your financial planning.

Alistair Mann FPFS



CLIENT COPY TO RETAIN



Client Agreement Letter

Date Issued:
Client Name:

INTRODUCTION

This client agreement is issued on behalf of Clocktower Financial Planning Ltd and Clocktower Fund Management Ltd, both of 21a High Street, Cobham, Surrey, KT11 3DH, telephone 01932 863400 or at office@clocktowerfp.com. This is our standard client agreement on which we intend to rely.

For your own benefit and protection, please read the terms carefully before signing to accept them, if you do not understand any point please ask for further information.

Authorisation and Regulation Statement

The **Financial Conduct Authority** regulates the provision of financial advice in the UK, in respect of recommendations and transactions relating to retail investment products.

Clocktower Financial Planning Ltd is neither authorised nor regulated by the Financial Conduct Authority and undertakes only non regulated activities.

For private individuals this might involve:

Registering with HMRC as your tax adviser for self assessment assistance; Estate Planning and dealing with probate; Lifetime Cashflow and personal wealth planning; Asset Allocation and performance review for existing investments; retirement funding assessment.

For businesses this might involve:

Employee Benefit analysis & advice; Pensions Act 2008 Compliance (auto-enrolment advice); Business financial planning; Key Person protection analysis; Shareholder Protection review.

Clocktower Fund Management Ltd is Authorised and Regulated by the Financial Conduct Authority, which regulates the UK financial services industry, our Firm Reference Number is 493524. You can check this on the Financial Services Register www.fca.org.uk/firms/systems-reporting/register or by contacting the Financial Conduct Authority on 0800 111 6768, their address is 25 The North Colonnade, Canary Wharf, London, E14 5HS.

Transactions or advice towards transactions in any retail investment product will solely be made by Clocktower Fund Management Ltd, whose 'Key Facts' are detailed within this agreement.

OUR ENGAGEMENT WITH YOU

Clocktower Financial Planning is engaging with you in a non regulated capacity to identify how we may assist & advise you in respect of your financial planning; to subsequently provide financial planning reviews, including investment performance analysis, review of existing arrangements & options, generic planning advice – target funding for retirement savings, Inheritance Tax planning, protection needs etc.

Clocktower Fund Management is engaging with you as an Independent Financial Adviser, only to be able to provide regulated advice, recommendations and implementation assistance towards transactions in 'Retail Investment Products' in the event these are necessary or desirable.

'Retail investment product' is defined by the Financial Conduct Authority as:

- (a) a life policy; or
- (b) a unit; or
- (c) a stakeholder pension scheme; or
- (d) a personal pension scheme; or
- (e) an interest in an investment trust savings scheme; or
- (f) a security in an investment trust; or
- (g) any other designated investment which offers exposure to underlying financial assets, in a packaged form which modifies that exposure when compared with a direct holding in a financial asset; or
- (h) a structured capital-at-risk product;

SCOPE OF SERVICE

We operate independently as wholly owned private companies and provide investment advice and financial planning services that encompass the whole market.

EFFECTIVE DATE & TERMINATION

These terms of business shall take effect from the date you sign our Client Agreement Letter and will remain in force until such time as new terms are agreed and signed. You or we may terminate our authority to act on your behalf at any time without penalty, for which Notice must be given in writing, will take effect from date of receipt subject to completion of any transactions or work already initiated.

You should confirm in writing if you specifically require us to cease to deal with transactions or work already in progress, you will be liable for any transactions and work undertaken prior to termination.

OUR PRINCIPAL ACTIVITIES AND REMUNERATION

We derive our income from fees we agree with you for work we undertake on your behalf, including:

- Researching and giving financial planning advice*
 - o (Retirement funding analysis, Lifetime cashflow projection, Target funding projection, personal wealth & Estate Planning)
- Reviewing investments as agreed with you*
- o (Performance analysis, asset allocation, volatility, correlation, portfolio construction, etc.)
- Offering Tax planning advice, support and assistance*
- o (Inheritance Tax mitigation, Self Assessment support, Capital Gains tax management, etc.)
- Assisting and advising in respect of estate planning, trusts, wills and probate*
 - o (Trust planning, Trust comparison, Trustee investment advice, probate assistance, Wills planning advice)
- Providing technical & compliance advice for employee benefits, pensions and key person protection*
 - o (Employer Pension scheme research, Pensions Act 2008 compliance support, protection needs analysis)
- * activities not regulated by the Financial Conduct Authority, undertaken by Clocktower Financial Planning
- Acting as your agent in advising you and arranging investment and product transactions**
- ** activities regulated by the Financial Conduct Authority and undertaken by Clocktower Fund Management

CLIENT MONEY

Clocktower Fund Management Ltd and Clocktower Financial Planning do not handle clients' money. We never accept a cheque made out to either company unless it is in settlement of an item for which we have sent you an invoice. We neither handle nor accept cash.

COMMUNICATION

We will communicate with you only in English, verbally and in writing with regards to orders, instructions and our advice & recommendations. We normally require our clients to instruct us in writing, prior to undertaking any work on clients' behalf, usually by way of signed letter of engagement.

CONFLICT OF INTEREST

We offer independent advice and always endeavour to act in our clients' best interests. Should we become aware we, or one of our other customers, have any interest in a transaction or other work for which you have engaged us we will obtain your further consent before carrying out your instructions.

INVESTMENT RISK

All investments carry a degree of financial risk tending to vary in proportion to their potential rate of return. The value of any investments may depend on fluctuations in financial markets or other economic factors, which are outside our control. We will confirm any specific warnings relevant to investments or investment strategies we recommend, in writing to you. Past performance is not a reliable guide to future performance. Before investing, you should ensure you understand any associated risks and are content to accept the level of risk.

Remember, the value of investment, and any income generated may fall as well as rise.



OUR RELATIONSHIP

Clocktower Financial Planning provides our ongoing client service and review.

THIS IS AN UNREGULATED SERVICE, giving factual review & analysis to assist your financial planning.

Our financial review service will be based on a frequency routine we agree with you.

Outside agreed review dates, we operate an 'open access' policy whereby you are welcome to contact us at your discretion as and when you wish or need to discuss your situation. In the event your review, contact and communication needs become unusually significant we operate a 'fair usage' policy and reserve the right to advise you of potential additional charges for our work. However, we will always agree any charges and any changes in charges with you before you become liable for them.

We are happy to discuss particular review and advice services you may desire at your request.

We will base our financial planning advice and recommendations on your stated objectives, acceptable level of financial risk and any restrictions you place on the type of investments or policies you will consider. We will confirm our advice and recommendation in writing as soon as practicable after giving that advice or recommendation, or implementing it if later.

Unless confirmed in writing we will assume you do not place any restrictions on advice we give you.

We may also contact you in the future by means of an unsolicited promotion should we wish to discuss the relative merits of an investment or service, which we feel may be of interest to you.

Clocktower Fund Management will provide specific regulated advice about, or assist with a transaction involving, a Retail Investment Product. This might include adding further investments; changing funds within, or switching between, products to gain an advantage (product price, better terms, etc.). Thus all regulated advice about (transactions, suitability, investment changes, exercising options) and transactions into Retail Investment Products will be provided by Clocktower Fund Management.

We will arrange for you to receive full details of specific products we may recommend to you, e.g. minimum product duration, cancellation rights, other early termination rights & penalties; either directly or within product providers' disclosure information you receive before conclusion of any contract.

We will take all reasonable steps to ensure that we obtain the best possible result for you in terms of best execution, when executing or transmitting orders on your behalf to third parties.

We will arrange for 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 receiving them; where a number of documents for a series of transactions is involved, we will normally hold each document until the series is complete and then forward them to you.

OUR REMUNERATION

YOU WILL PAY US BY FEE FOR THE WORK WE UNDERTAKE FOR YOU

Whether you buy a product or not, you will pay us a fee for our advice and services.

Our professional services include research, advice, implementation and review; our fees for services are based on our time to provide advice & service, expertise required and responsibility involved.

We will discuss your payment options and answer any questions you have; importantly, we will not charge you anything until you have agreed how we are to be paid and signed a copy of our client agreement letter, before we provide any advisory services.

We will agree specific fees with you and confirm them in writing after you have appointed us with a specific task.



INDICATIVELY OUR FEES FOR WORK YOU INSTRUCT US TO UNDERTAKE ON YOUR BEHALF ARE AS FOLLOWS:

Initial Research & Outline Advice fee

Clocktower Financial Planning

To identify & review your needs, attitude to risk and provide a personal **Outline Recommendations Report**, our initial fee is generally between £750 & £1,500, calculated @ 0.5% x value involved in the area being reviewed & researched, or as agreed specifically for work you engage us to undertake.

e.g. £100,000 investment options research & report would incur £750 fee; £300,000 Inheritance Tax saving review & report would incur £1,500 fee. We specifically agree fees in excess of £1,500 (+VAT).

This Generic Financial Planning is not regulated advice; you are not committed to implement any outline proposals using our services, or at all. Our intent is to indicate your priorities and options as they appear to us as professional advisers, with no defined link to a transaction or product purchase.

You may subsequently instruct us to develop outline suggestions with you to finalise and arrange investments or products within relevant regulatory requirements. You may take our report and research and develop or implement any suggestions using a different adviser; to supplement your own 'self managed' financial planning; or you may retain the report for information and take no action at all.

Clocktower Financial Planning will invoice you for completed work upon our production of the Outline Recommendations Report; if for any reason we are unable to complete the work initially agreed between us, we will submit our invoice on the basis of our time taken and costs incurred. If we recommend a new policy from which it is possible to deduct our fees, we will offer you that choice.

2. Advice Implementation Fee @ 1% subject to £750 minimum fee. Regulated (Financial Conduct Authority) - Clocktower Fund Management fees to advise & implement:

Investment arrangements 1% x value involved or £750 if greater
 Pension planning 1% x value involved or £750 if greater
 Annuity purchase 1% x value involved or £750 if greater
 Life Cover policies 1% x cover arranged or £750 if greater

e.g. £100,000 investment, pension or life cover each incurs £1,000 fee to implement the arrangement; accept compliance responsibility; establish appropriate records; administration and liaising with provider; confirm suitability to you and final confirmation when complete.

All regulated implementation advice is subject to an ongoing annual fee for the duration of our relationship @ 0.5% x arrangement value up to £500 pa, to cover our continuing compliance & regulatory liabilities. We reserve the right not to provide regulated advice without an agreement for an ongoing fee to cover our continuing compliance responsibilities.

Non regulated advice - Clocktower Financial Planning fees to advise on and implement:

• Inheritance Tax planning 1% x Inheritance Tax saving or £1,500 if greater

Trust Planning
 Probate Assistance
 1% x value involved or £1,000 if greater
 1% x estate value or £1,000 if greater

• Life cover only Trust £500 flat fee

e.g. To save £300,000 Inheritance Tax would incur a fee of £3,000. Helping to establish a trust to hold a life assurance policy would cost £500, for implementation, administration, correspondence with you, liaising with relevant third parties and confirmation to you when complete.

Where several implementation fees overlap or otherwise cumulate in a single case, we review our fees to ensure our overall fee is appropriate for the work involved and proportionate to the value derived. We are registered for VAT, some of our activities attract standard rate VAT; some are exempt. When you appoint us we will advise you whether our fee is subject to VAT.

For simplicity Clocktower Financial Planning will be responsible for all implementation invoices, for both regulated UK Financial Services work and non regulated work. We will clearly indicate the nature of the work undertaken, the company undertaking the work and any VAT.







3. Review & ongoing service Fee @ 1% X investment value under review. £100,000 investment under review generates an ongoing fee of £1,000 pa.

It is important to differentiate between regulated and non-regulated activity; different consumer protection and eligibility for Financial Services Compensation Scheme redress applies to each.

Clocktower Financial Planning provides our review service, including retaining and updating your personal and financial records; providing hardcopy valuations and website personal valuation access; meeting you to review your circumstances, objectives & needs (at your request and/or our instigation); research and analysis of existing arrangements for review and report as requested or required.

Where we are maintaining service and review for Retail Investment Products originally established by us, for which we have a regulatory responsibility, Clocktower Fund Management's fee for maintaining this regulatory responsibility is a maximum of £500. We will normally reduce our 1% ongoing service fee by the amount of any regulatory review fee paid to Clocktower Fund Management.

If our ongoing service identifies a need for regulated advice we will engage **Clocktower Fund Management**, and confirm this as appropriate, with relevant disclosure commentary about suitability.

Where we are engaged to maintain review and service relating to investments for which we were not the original advisers (and for which we have no regulatory responsibility), the work is undertaken solely by Clocktower Financial Planning unless and until some regulated activity or advice is necessary

For instance, maintaining portfolio review and arranging 'fund switches' would have regulatory implications as well as non-regulated routine administration and generic advice. Whereas maintaining a general overview of pension planning with existing pension funds invested by a Discretionary Fund Manager might have no regulatory implications until a review highlighted a need or affordability to invest further funds, or a transfer to a new pension provider was appropriate.

Importantly, it may be possible for our fees to be settled via payment of adviser charge by investment provider, by applying a charge to an investment fund or product. If this is possible we will offer you the choice to elect to have our fees paid in this manner. Fees due to Clocktower Financial Planning paid in this way may be paid by the provider to Clocktower Fund Management within an existing payment account between the two parties. In this case Clocktower Fund Management will act purely as collecting agent for the relevant fee and will remit payment on your behalf to Clocktower Financial Planning.

We maintain appropriate records of such transactions; we will make them available to you on request.

- **4.** Where you wish to retain us for ongoing advice and services not related to regulated investments, we will agree a specific annual fee and method of settlement.
- 5. Time-based advice services incur a fee @ £255 per hour (Chartered Financial Planner)
 In all cases we apply a fair usage/fair fee policy as complicated situations may incur additional fees to reflect the work involved; alternatively at annual reviews you may ask us to consider our fee level if you believe our work does not represent fair value. If we agree a fee reduction with you we will make an appropriate adjustment to be applicable to our subsequent fee level (and our service if appropriate).

If we refer work to a 3rd party our fee for that part of the work is reduced to £150, to reflect our involvement in identifying the referral & liaison, but also our reduced work. We may arrange to settle 3rd party fees and include them in our invoice to you, alternatively the relevant 3rd party may submit separate invoice direct to you.



CANCELLATION RIGHTS

The Distance Marketing Directive normally grants you 30 days to cancel a life or pension contract. There may be occasions where no statutory rights are granted; however, this will be explained before any contract is concluded. In general terms you will normally have a 30 day cancellation period for a life, pure protection, or pension policy and 14 day period of cancellation for all other policies.

The start of the cancellation period normally begins on the day the contract is concluded (or when you are informed of this for pure protection policies) or, if later, when you receive the contractual terms and conditions. Instructions for exercising the right to cancel, if applicable, will be contained in the relevant product disclosure information, which the product provider will issue to you.

If you cancel a single premium contract, you may suffer a loss if the investment value falls during the cancellation period. Thus, you may not get back the full amount you invested if you cancel the policy.

DATA PROTECTION ACT (DPA)1998

Your personal information is very important to us. We endeavour to take all due care to protect this information; however, you should be aware of particular points about your personal information. We retain data about your financial and personal circumstances in order to advise you appropriately. We treat all client information as confidential, but some details beyond your basic contact details may need to be passed to regulatory authorities and auditors for compliance purposes.

We like to keep our clients informed of products and services which we believe may be of interest, we will not undertake any other form of unsolicited contact with you. We will supply on request to you or your appointed agent, contract notes, vouchers and copies of entries in our records, relating to your transactions. We undertake to maintain such records for six years from the date of transaction.

Please notify us of any change to your address or personal circumstances in writing as soon as possible. Please advise us if you wish us to cease processing your personal data, or contacting you for marketing purposes.

DECLARATION

I/we confirm I/we have read and agree to the terms of this Client Agreement Letter.

I/we wish to engage Clocktower Financial Planning as my/our financial planners and, where necessary engage Clocktower Fund Management to give regulated financial advice and service.

CLIENT CONSENT					
Please t	ick this box to confirm your consent to us processing and storing your personal data.				
Please tick this box to confirm you are happy for us to contact you for marketing purposes by e-mail, telephone, post or SMS.					
Client Name:					
Cheffi Name.					
Signature:	Date:				
Client Name:					
Signature:	Date:				





about our services and costs

CLIENT COPY TO RETAIN

21a High Street Cobham Surrey KT11 3DH 01932 863400

1. The Financial Conduct Authority

The Financial Conduct Authority is the independent watchdog that regulates financial services. This document is designed to be given to consumers considering buying Retail Investment Products. You need to read this important document, it explains the service you are offered and how you will pay for it.

Which	service will	we provide	you with?
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Independent advice – We 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 market
Restricted advice – We will advise and make a recommendation for you after we have assessed your needs, but we only offer advice on limited types of products or products from one company or a limited number of companies.
No advice - You will not receive advice or a recommendation from us. We may ask some questions to narrow down the selection of products that we will provide details on. You will then need to make your own choice about how to proceed.

3. What will you have to pay us for our services?

YOU WILL PAY FOR OUR SERVICES ON THE BASIS OF A FEE

Whether you buy a product or not, you will pay us a fee for our advice and services. We will discuss your payment options and answer any questions you have. We will not charge you anything until you have agreed how we are to be paid and signed a copy of our engagement letter, before we provide any advisory services.

Our professional services include research, advice, implementation and review. Our fees for services are based on our time to provide advice & service and the level of expertise and responsibility involved to match your circumstances, objectives and needs. Also for recording & documenting the process correctly; maintaining necessary professional and regulatory registration, including professional indemnity insurance. Our specific fees will be confirmed in our engagement letter to you, indicatively our fees are:

- 1. Advice Implementation Fee @ 1%. For new investments this is normally 1% x value invested, [min. fee £750]. £100,000 investment would incur £1,000 fee. Complicated situations may incur additional fees. For Pensions or Trust based investments we also charge 1% x invested value; For Life Cover policies our fee is 1% x cover arranged [min £750] [£100,000 cover incurs a fee of £1,000], to establish life cover trusts our fee is £500.
- 2. Review and ongoing service Fee @ 0.5% of the investment value under our review/management to a maximum of £500pa. For £50,000 investment this amounts to £250 pa; £100,000 investment incurs £500; £200,000 investment incurs £500. Our regulated review service includes retaining and updating your personal & financial records; and meeting you to review your circumstances, objectives and needs and reviewing ongoing suitability (at your request and/or by our instigation). Clients who prefer a 'Transactional' basis for advice, without ongoing service will not incur this fee, however we reserve the right to charge an ongoing liability fee to cover our continuing costs of compliance and liability for regulated advice.
- 3. Time-based advice services incur a fee @ £255 per hour (Chartered Financial Planner)

If we recommend a new policy or investment from which it is possible to deduct our fees, we will offer you that choice. We are registered for VAT, some of our activities attract standard rate VAT; some are exempt. When you appoint us we will advise you whether our fee is subject to VAT.



4. Who regulates us?

CLOCKTOWER FUND MANAGEMENT LTD, 21a High Street COBHAM SURREY KT11 3DH

We are authorised and regulated by the Financial Conduct Authority: Firm Reference Number 493524.

Our permitted business is advising on and arranging pensions, savings and investment products, non-investment insurance contracts.

You can check this on the Financial Services Register www.fca.org.uk/firms/systems-reporting/register or by contacting the Financial Conduct Authority on 0800 111 6768, their address is 25 The North Colonnade, Canary Wharf, London, E14 5HS.

5. What to do if you have a complaint

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

In writing:

THE COMPLIANCE OFFICER
CLOCKTOWER FUND MANAGEMENT LTD
21A HIGH STREET
COBHAM
SURREY
KT11 3DH

By phone:

Telephone 01932 863400.

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

6. Are we covered by the Financial Services Compensation Scheme (FSCS)?

Clocktower Fund Management Ltd is covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

Most types of investment business are covered for up to a maximum limit of £85,000.

Insurance arranging and advising is covered for 100% of the claim without upper limit.

Further information about compensation scheme arrangements is available from the FSCS (www.fscs.org.uk).

I/we confirm I/we have received and read the Key Facts document for Clocktower Fund Management and wish to engage Clocktower Fund Management on the basis of the terms therein, in conjunction with the Clocktower Client Agreement Letter.						
Name:						
Signature:		Date:				
Name:						
Signature:		Date:				



(Details of engagement or restrictions agreed at outset)

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2. Financial priorities for objectives

3. Areas of concern, investment risk

4. Particulars of fee agreed

Adviser COPY TO RETAIN

Client Agreement Letter

Clocktower ADVISER copy

Client declarations and consents

Date Issued:
Client Name:

This page reproduces the consent and signature blocks from the sections of the Client Agreement and Key Facts documents, Please sign and return this page to Clocktower for our file records.

- 1. I / We confirm receipt of the Clocktower Financial Planning/Clocktower Fund Management Client Agreement Letter and Clocktower Fund Management Key Facts document, issued on the above date.
- 2. I / We have engaged Clocktower Financial Planning as our principal financial adviser, to research, make enquiries of our existing arrangements, offer review & commentary and provide professional generic advice & service; and financial reports where necessary or where commissioned.
- 3. I / We authorise Clocktower Financial Planning to submit invoices to me / us in respect of work undertaken by both Clocktower Financial Planning and Clocktower Fund Management.
- 4. I / We have engaged Clocktower Fund Management as my / our adviser in respect of UK regulated e in er nt

financial services with authority to collect fees, where applicable, from those providers who facilitate 'Adviser Charging' on both its own behalf and those due from us to Clocktower Financial Planning; which latter case fees collected should be remitted to and accounted for as belonging to Clocktower Financial Planning. Collection by Clocktower Fund Management of relevant fees will act as settlement of our liability to Clocktower Financial Planning just as if payments were remitted directly by me/us.						
Client Agreement Letter Please tick this box to confirm your consent to us processing and storing your personal data. (N.B. Clocktower Fund Management/Clocktower Financial Planning DO NOT make your data available to 3 rd parties for marketing purposes)						
Please tick this box to confirm you are happy for us to contact you for marketing purposes by e-mail, telephone, post or SMS.						
Client Name:						
Signature: Date:						
Client Name:						
Signature: Date:						
Key Facts about our services and costs						
I/we confirm I/we have received and read the Key Facts document for Clocktower Fund Management and wish to engage Clocktower Fund Management on the basis of the terms therein, in conjunction with the Clocktower Client Agreement Letter.						
Name:						
Signature: Date:						
Name:						
Signature: Date:						
10 L Dona Charktoway Chiant Agranamant and Kay Foota						