



Client Terms of Business

For Retail Clients

This document is part of an Agreement Pack, all of which should be read together with the following:

Our Services Brochure

Data Privacy Notice & Consent Form

Client Service Agreement

Client Terms of Business

Investment Mandate Agreement(s)

Your Personalised Wealth Assessment Report

Custodian Account Opening Forms

If you would like this document in larger print or in another format, please contact us.

Please keep for your records.

Tacit Investment Management is a trade name of TIML Limited. TIML Limited is authorised and regulated by the Financial Conduct Authority and is part of the Tacit Holdings Limited group of companies. Financial Conduct Authority number 670184. Incorporated and registered in England and Wales. Registered number 9228395. Registered office 14 Hanover Square, London, W1S 1HN. Tacit Holdings Limited is incorporated and registered in England and Wales. Registered number 10611211.

Introduction

Thank you for choosing and entrusting Tacit Investment Management ('Tacit', 'our', 'we' or 'us') for your Wealth and Investment Management needs. We are dedicated to delivering the highest level of professional service and advice, tailored to meet your needs, and it is our sincere hope that this agreement marks the beginning of a long-term, trusted relationship with you and your family. We aim to be a reliable partner not only today, but for years to come, offering guidance and support as your circumstances evolve and grow.

This document contains a description of the services we offer together with our Terms of Business (the "Terms"), which set out the basis on which we will provide our services to you as a Retail Client and apply to both new and existing clients until varied in accordance with the clause **1.36 - Variations & Changes to Terms**. This document may appear a little daunting, but it is necessary and is designed to protect your interests. We have tried to set it out as clearly as possible and using plain language but, inevitably, it does contain a certain amount of legal and financial terminology.

We do not hold client money, and therefore to deliver our services to you, we utilise the services of independent third-party providers who have agreed to provide safe custody, settlement, clearing and associated services, (the "Custodian"). If you have ISAs or JISAs, these will be provided by the custodian, who will also be the Plan Manager for these Tax Wrappers, please refer to the appropriate ISA Supplementary Terms. When you agree to these terms, you will be confirming that you accept both our terms and the terms of business of the custodian, which together constitute the legal binding tripartite¹ Service Agreement (the "Agreement") between you, us and the custodian.



Our current settlement and custody providers are:

AJ Bell Securities Limited ("AJ Bell"), for clients requiring UK Onshore custody solutions.

Credo Capital Limited ("Credo"), for clients requiring Offshore custody solutions.

We have organised this document to help you readily identify the Terms that are relevant to you. The table below identifies the sections and terms applicable to each of our services. All these services are available to new and existing direct and introduced clients (from UK Regulated Financial Advisers), and you can choose to move from one service to another.

Our Services	General Terms	Financial Planning & Advice Terms	Discretionary Investment Management Terms	Custody & Execution Only Terms	Investment & General Risk Warnings	AJ Bell Custody & ISA Terms	Credo Custody & ISA Terms
For Direct Retail Clients	Section 1	Section 2	Section 3	Section 4	Section 5	Sections 6 & 7	Sections 8 & 9
Wealth Management Service	✓	✓	✓		✓	✓	✓
Discretionary Investment Management Service	✓		✓		✓	✓	✓
Custody & Execution Only Service	✓			✓	✓	✓	✓
Financial Advice Service	✓	✓			✓		
For Introduced Retail Clients							
Discretionary Investment Management Service	✓	✓	✓		✓	✓	✓
Custody & Execution Only Service	✓			✓	✓	✓	✓

Please note:

Section 1 and Section 5 apply to all clients.

Section 2 applies to Wealth Management Service and Financial Advice Service clients

Section 3 applies to Discretionary Investment Management Service clients

Section 4 applies to Custody & Execution Only Service clients.

If you have an ISA with AJ Bell, please also refer to Section 7 – the ISA Supplementary Terms

If you have an ISA with CREDO, please also refer to Section 9 – the ISA Supplementary Terms

Important Information

These terms are issued to you in accordance with the rules of the Financial Conduct Authority (FCA) and set out the basis on which our services are offered. These Terms supersede our previous Terms. Please read these terms carefully and retain them for future reference. If there is anything you do not understand, please contact your Tacit Investment Director/Wealth Manager or our Client Support Team either by email to client.admin@tacitim.com or by telephone on +44(0)203 051 6450.

¹ A tripartite agreement, also called a tri-party agreement, is a legal contract that three different commercial parties enter.

Summary key facts about our services

We have set out below some of the key points regarding our services and the Terms to draw them to your attention and to aid your understanding. These key points are not a substitute for reading the full terms in detail.

Who we are

Tacit Investment Management ('Tacit', 'our', 'we' or 'us'), are an independent UK based provider of personalised and integrated wealth management services, providing financial planning and investment management services across the UK to private clients, charities, trustees and professional partners since 2010.

We strive for the highest levels of integrity in all we do and have a traditional view about client service and a principled approach to managing investments.

We are an independently owned firm which enables us to build long-term relationships with our clients, often lasting decades and spanning generations.

We have no interest in being the biggest firm, but we have every intention of being a trusted partner for you, and we hope that you find our style to be friendly and approachable, providing you with peace of mind at each stage of your life.

Who regulates us?

We are authorised and regulated by the Financial Conduct Authority (the 'FCA'). Our Financial Services Register number is 670184.

The FCA regulates financial services in the UK, and you can check our authorisation and permitted activities on the Financial Services Register by visiting the FCA's website www.fca.org.uk/firms/financial-services-register.

Our permitted business is advising on and arranging pensions, advising and managing savings and investments product and certain financial securities and non-investment insurance contracts.

What type of advice do we offer?

Our regulator requires all firms to state how they operate and the type of advice they provide. We advise on packaged retail investment and insurance products (these include but are not limited to pensions, investment bonds, units, annuities, ISAs and savings plans) and structured investment products only.

Because we operate our investment management services within the scope of our own defined investment framework, and offer financial planning and advice in certain areas, such as pensions and non-investment insurance products from a carefully selected panel of providers, we are defined by the FCA as a 'Restricted Adviser'.

This means that whilst we offer broad and impartial advice on a wide range of issues on most aspects of your financial affairs, we may not review or offer advice on all retail investment products.

When advising you on your investments or managing them for you on your behalf, we are unbiased and consider the investment market available to UK retail investors. We have no links with any other providers of investment products

Where we recommend our investment strategies and services to you, these will be recommended based on your personal circumstances, financial goals and objectives.

We will consider several factors, including the services you need, the cost of investing, how much risk you are prepared to accept, and how much of a drop in its value you could withstand.

Where appropriate we will also advise you on direct investments such as individually listed company shares, government bonds or gilts and corporate bonds. We can advise on all retail investments and are not limited to advising solely on products.

The key areas we can help you with

Everyone's financial aspirations are unique, and they evolve over time. We believe a holistic wealth management approach that includes reviewing the tax-efficiency of your savings and investments, planning for your retirement, protecting your assets and mitigating inheritance tax is paramount to creating a secure financial future throughout all stages of life.

Saving & Investment Advice

Whether you are considering a new investment or require support with managing an existing portfolio, our aim is to help you make investment decisions that grow your savings and investments while managing risk, bringing you closer to meeting your financial aspirations.

Our investment advice includes recommendations for your portfolio of investable assets utilising our Investment Framework based on your stage of life, goals, risk tolerance, affordability and time horizon.

Tax Planning

Taxation can be complicated, and it is important to have a plan in place to ensure you make the right decisions for your financial situation. Whether it is minimising tax now (such as income or capital gains tax) or planning for the future, by taking steps to mitigate a future inheritance tax liability, we can guide and assist you throughout your journey.

We can help you with tax planning of your investments, making use of available reliefs and structuring your assets in tax efficient wrappers, so you can easily access your wealth and draw income in the most tax efficient way. We can offer a variety of account options provided through our third-party onshore and offshore custody and settlement providers.

Pension and Retirement Planning

It is vital to know whether the money you are saving towards retirement will provide you with sufficient funds to meet your retirement objectives. We advise on the most effective ways of planning for your retirement and more importantly when the time comes, the best way of drawing your pension funds, as your retirement plan continues into retirement and beyond.

There are many different vehicles used to save for retirement, the taxation and investment elements of pensions can appear baffling. We specialise in explaining, recommending and monitoring pensions for you, turning the complexities of pension allowances, contribution levels, taxation and options at retirement into a clear plan and offer advice tailored to your individual needs.

General Insurance & Non-Investment Protection Contracts

Financial products are sometimes at their most useful when they are protecting the things that are important to you, your family, business and quality of life. Whilst insuring against an undesirable event such as sickness or death, may not be a pleasant thing to think about, the benefit of being able to set financial issues aside at emotionally difficult times cannot be overlooked. Protection planning can help to provide peace of mind in the event of your income changing due to unexpected events.

There are various ways in which a family can protect itself, and because of the large range of products available, there is usually an appropriate policy for most circumstances, and most budgets. We can help with many ways to ensure your family, and your business are adequately covered, by offering products from a range of insurers for Private Medical Insurance, Life Assurance, Critical Illness Cover, and Income Protection Insurance.

Wills & Estate Planning

Successful estate planning means thinking about how you would like to pass on your accumulated wealth to your children, any other beneficiaries or dependents, and the causes you care about as part of your long-term financial plan.

It is an important process that enables you to think ahead, explore all your options and create a clear plan detailing how you would like to gift money to your family and distribute your property and possessions to your loved ones in the smoothest and most tax-efficient ways. It's important to make plans as early as possible in life so that you do not leave your family with an unexpected inheritance tax (IHT) bill.

Estate planning can help to manage the IHT liabilities on your assets and ensure you maximise the value of the estate that will pass to your family. A carefully thought-through plan makes what can be a difficult time less stressful for your loved ones, who will be dealing with your financial affairs after your death.

Types of advice we do not provide to you

We do not provide certain types of advice.

- We will not advise you if you are experiencing difficulties managing debts, Mortgage, and Equity release advice.
- We will not provide advice on Defined Benefit Pension Transfers
- We will not provide advice on investing in options, futures and other derivative contracts.
- Neither our firm nor our employees will provide taxation or accounting advice.
- Neither our firm nor our employees are qualified to provide legal advice or to prepare any legal documents.

What do we need to provide our services to you?

You must provide us with certain information before we can accept you as a client. We need this information to ensure that we meet our obligations and act in your best interest. To deliver our services to you, we will need some or all the following from you.

- Evidence of your identity, including the identity of all applicants, beneficiaries and associated parties.
- A detailed understanding of your personal circumstances, finances, source of funds, health and objectives.
- Your written authority to approach any existing providers for example, your pensions, investments or life insurance. This allows us to research whether you should keep or alter any plans you already have.
- Information from your accountant or solicitor
- A State Pension Forecast
- Enough of your time to read our report and meet with us to explain our advice.

By gathering relevant information, we aim to understand your current financial situation so that we can act in your best interest and well as meeting our regulatory and legal obligations. You agree that you can notify us of any changes to information that you have provided to us.

If you do not provide us with the information we need, despite us requesting this, we may cease providing our services to you and/or change the type of service we provide to you.

We have an ongoing obligation to assess whether our customers who, due to their personal circumstances, are especially susceptible to harm, and may be a vulnerable customer. If we believe you are or may be a vulnerable customer or we have been unable to contact you we may take steps we consider reasonably appropriate to act in your best interest. We will always attempt to contact you before making any such changes.

Why and what information do we collect about you?

To provide our services to you, we need to collect certain information about you and any related individuals connected with your application, which may include personal data, such as your name and contact details, health information, family and lifestyle information, personal assets and liabilities, tax residency details, financial products already held (e.g. Pension and protection).

We respect your privacy and are committed to safeguarding your personal data, and we will only collect, use and share your personal information for the purposes set out in our Data Privacy Notice for the provision of financial advice and services, administration, communication, risk assessments, fraud prevention and other regulatory or legal purposes.

You may exercise your legal rights in respect of your Personal Data (for example, your right to obtain a copy of Personal Data which we hold about you) and you may raise any other question or issue about how we process your Personal Data, by writing to us at our registered office.

Our processing of your Personal Data is overseen and enforced by the Information Commissioner's Office in the UK. You have the right to lodge a complaint with the Information Commissioner's Office in accordance with applicable Data Protection Legislation.

How we work with other professional advisers?

We have been supporting professional advisers for many years and are happy to work with your existing financial adviser, solicitor and accountant to ensure our advice aligns with your other affairs and your wider planning requirements.

Where you have been introduced to us by a third party, we may make or facilitate payments to that third party. We may also give and receive non-monetary benefits. For information on how we may make or receive such payments and non-monetary benefits to or from third parties.

How we charge and are paid

Details of our charges are set out in the document 'Schedule of Fees and Charges', and fall into two categories:

Ongoing Service Charges - based on the value of your investments and the risk profile of your investment mandate(s) we advise and manage for you.

Fixed Financial Advice Charges - based on the areas of advice, complexity and the number of products or policies under review.

We believe that regular, ongoing advice enables us to review your circumstances ensuring that your investment portfolio and financial plan continues to meet your objectives.

We are paid this way because we firmly believe that it aligns your interests with ours., and our fees consider the planning, analysis, research, complexity and the skills needed to complete the work.

Payment for our services will be based on the charge agreed between us. Our fees and charges can be paid either by bank transfer, cheque, or from your investment portfolio, where we are allowed to do this. We do not accept payments by cash.

The most common way of settling our Ongoing Service Charges for our Wealth Management and Investment Management Services (including our Custody & Execution Only Service) is by deduction from your investments held with the service provider, platform and custodian (where your investments are held).

You agree to pay our fees and charges plus costs and expenses we incur on your behalf. You also agree to be responsible for any costs and losses that we incur in providing our services to you except where such costs and losses are caused by us in circumstances where we fail to carry out our duties with reasonable skill, care and diligence.

Liability

We accept liability where we fail to act with reasonable skill, care and diligence but do not accept liability otherwise. We are not liable for losses arising out of circumstances beyond our reasonable control.

Where we outsource services to a third party (for example a third-party custodian) provided we have exercised reasonable skill and care in their selection and ongoing monitoring we do not accept liability for losses caused by the default or insolvency of such third party.

Our services

We provide two main ongoing services which are the Wealth Management Service and the Discretionary Investment Management Service, each one designed to be the most appropriate to your needs. There are also two supplementary services available which are the Custody and Execution Only Service and Financial Advice Service.

Wealth Management Service

This service is only offered as an Ongoing Advice Service to new and existing Direct clients.

This is a comprehensive and highly personalised service that blends our Discretionary Investment Management and Financial Planning expertise, that considers the whole of your wealth, not just your investment portfolio.

The service is designed for individuals and their families who may have more complex financial needs or need to review more than one area of their financial picture and is more holistic in its scope. It is an ongoing process that looks at your entire financial picture which may also consider your wider family, including adult children of any age and your grandchildren, especially if you are looking to successfully pass wealth on to future generations over your lifetime and upon death.

You will be supported and looked after by a small team of experienced financial professionals, which will include an Investment Director and a Wealth Manager who will create a deep relationship with you and other members of your family, to understand your financial circumstances, needs and objectives as they adapt over time. This service aims to provide you and your family with continuity of financial planning and service, saving you time and cost.

We will manage your investments on a discretionary basis, monitoring your investment portfolio and making investment decisions on your behalf, by utilising our internal Investment Approach having regard to your individual investment objectives and risk category, investment restrictions and relevant information as notified to us.

We will utilise a range of planning tools and techniques so you can be more tax-efficient with your savings, plan your retirement, mitigate inheritance tax, protect your wealth and much more, making sure you are taking advantage of all your annual tax allowances and using tax-efficient wrappers, and other family planning structures.

Discretionary Investment Management Service

This service is only offered as an Ongoing Investment Management service to Direct and Introduced clients.

This is a segregated discretionary investment management service designed for individual clients (individuals, Trusts, Charities, Corporate and Family Offices) requiring continuing support from a professional Investment Director, who wish to delegate the day-to-day management of their investments, are willing to invest over the medium to long term in a wide range of asset types, mainstream investments, accept some degree of investment risk and have the capacity to absorb a capital loss.

Clients in this service will have direct contact with a dedicated and experienced Investment Director who will be your key contact. You will be supported and looked after by a small team that knows you and your personal situation and will often attend meetings when required.

We will manage your investments on a discretionary basis, utilising our internal Investment Approach having regard to your individual investment objectives and risk category, investment restrictions and relevant information as notified to us. We will make sure you're taking advantage of all your annual allowances and using tax-efficient wrappers.

This service can cover you and (if applicable) your spouse or partner and your children under the age of 18 (with you acting on their behalf).

Custody & Execution Only Service

This service is only offered as a supplement service to existing or new Direct or Introduced Discretionary Investment Management Service clients.

For our Discretionary Investment Management clients, we offer a custody and execution only service, for those who wish to exclude selected personal or 'Cherished' investments from our ongoing discretionary management or feel confident in their own investment choices for a proportion of their investable wealth.

Clients may place purchase or sale orders directly with their dedicated Investment Director and once accepted these orders will be executed through the dealing services of our custodian as soon as reasonably practicable.

As we only offer execution only services, this means that we will not advise you about the merits of a particular investment or transaction and we will not be required to ensure that the transaction or investment is suitable for you, and therefore you must be sure that you are comfortable with the risks before you decide to invest.

Where you wish to deal in 'complex' financial instruments we are required to assess your knowledge and experience of the risks of such instruments, before allowing you to proceed with the opening of an execution-only account. Complex instruments are defined by the FCA but, for example, would include such financial instruments as warrants, some structured products and other complicated instruments.

Financial Advice Service

This service is only offered as a supplementary service to existing or new Direct Discretionary Investment Management Service clients.

This service is more limited in scope and aims to provide streamlined and targeted financial planning advice for our discretionary investment management clients, who may have a common non-complex or specific question in one or more key areas of their financial planning needs and require professional one-off advice and do not require ongoing monitoring and advice.

As an existing client you can ask us to do this at any time, and your key contact will introduce you to one of our Financial Planners who will help with the specific area of advice you require.

As we are not providing an ongoing service, we will not monitor whether our advice is still suitable for you later should your needs or circumstances change, unless you specifically ask us to do so.

Your Investment Director may contact you from time to time if during our dealings with you they identify an area of your financial life that may require attention, and you are free to get in touch if you need further financial advice in the same, or different area of your finances

Your right to cancel our Agreement

You have a right to cancel our Agreement within 14 calendar days from the date you sign your agreement. You must notify us in writing if you wish to cancel. No fee will be charged for cancelling. Cancellation will not affect transactions or contracts already implemented and you will bear the market risk (including any gains or losses) for such transactions carried out during the cancellation period. Our charges accrued prior to cancellation will also apply.

Ending our Agreement

Our Agreement can be ended at any time by us or you. Our services will continue until:

- The day we receive written confirmation from you that our services are no longer required; or
- We write to you with at least 30 days calendar days' notice that our services are no longer being provided; or
- It is replaced by a new written Agreement that changes our services and/or fees.

In certain circumstances we can give you written notice to end or suspend the services being provided to you immediately, for example, where you fail to comply with the Terms of the Agreement, or we must do so for regulatory or operational reasons.

Following termination of our Agreement with you, you will be liable to pay any of our costs and fees which have been incurred but not paid at the date of termination.

Changes to these Terms

We can make changes to these Terms from time to time for the reasons and in the manner as set out in the Terms, including written notice in accordance with **1.36 – Variations & Changes to Terms**.

What happens if something goes wrong?

It is our intention to always provide the highest quality level of advice and service, but even in the best-run organisations things sometimes go wrong. Often these issues are simple misunderstandings, but however trifling or serious they are, your usual contact should be able to resolve them for you immediately, and we encourage you to contact us as soon as possible.

We recognise that, regrettably, from time-to-time clients may have cause to complain about a service we provide to them. For this reason, we have a complaints procedure for handling your complaints fairly and promptly, which is available on request. If you wish to register a complaint, please contact us:

In writing:

The Compliance Officer
Tacit Investment Management
14 Hanover Square
London
W1S 1HN

By phone:

+44 (0)203 051 6450

By e-mail:

compliance@tacitim.com

If we are unable to assist you further, you may be able to refer your complaint to the Financial Ombudsman Service ('FOS') for independent assessment.

The Financial Ombudsman is a free and independent organisation that specialises in settling disputes between clients and financial firms.

You can call the Financial Ombudsman Service on 0800 023 4567 or visit their website at www.financial-ombudsman.org.uk.

Additional peace of mind

Our regulated services are covered by the Financial Services Compensation Scheme ('FSCS'), which is the UK's statutory compensation fund for retail customers of authorised financial services firms who are unable to pay claims against them, usually because they have gone out of business, and therefore you may be entitled to compensation from the Scheme if we cannot meet our obligations.

This protection may only be available to certain types of clients, business and circumstances and may be subject to certain limits, which will be

reviewed from time to time. We can provide more specific information on request, but as a guide:

Deposits and Investments – eligible claims for most types of deposit and investment business are covered for up to a maximum of £85,000 (£170,000 for joint accounts).

Pensions and SIPPs- If you've received bad advice in relation to your pension, or a SIPP operator fails, you could be eligible to claim compensation up to £85,000 per eligible person, per firm.

Insurance – in most cases, eligible claims about the advising and arranging of protection products are covered for 90% of the claim, without any upper limit.

For further details and information about relevant protection, amounts and limits please contact the FSCS by calling 0800 678 1100 or visit their website at <http://www.fscs.org.uk>.

Important things to remember

All the solutions we offer involve some form of investment risk and you should be aware that the value of investments can fall, and you may get back less than you invested.

There are risks involved in any investment. These include:

- levels of income and prices of investments can and do fluctuate
- past performance is not an indication of future performance
- exchange rate risk exists where investments are denominated in a different currency
- tax treatment of investments can change
- in certain market conditions some investments can become difficult to sell.

We draw your attention to **Section 5: Investment and Risk Warnings** which contains information the nature and general risks in respect of a range of different investments which we may select from and investment techniques we may use when creating and managing your investments.

Pensions are a long-term investment. You may get back less than you put in. Pensions can be and are subject to tax and regulatory change; therefore, the tax treatment of pension benefits can and may change in the future.

You should be aware that all tax advantages are subject to changes in legislation and their value depends on your personal circumstances. We may provide guidance on using tax-efficient structures such as making use of tax allowances.

You have sole responsibility for the management of your tax and legal affairs including all applicable tax filings and payments and for complying with the applicable laws and regulations.

We are not specialist tax advisers and will not provide you with tax or legal advice and recommend that you obtain your own independent tax and legal advice, tailored to your individual circumstances.

Before you invest

General Risk Warning

Before deciding whether to invest in financial capital markets you should take into account your savings, including pension arrangements, other short and long-term savings schemes, life assurance and protection policies, as well as your levels of indebtedness. You should be prepared to invest your funds for a minimum of five years and preferably longer.

Investors should be aware that past performance is not a guide to the future. The value of your capital will fluctuate and may fall as well as rise and you may not get back your original capital investment. Should you need to withdraw invested funds quickly, this may also adversely affect the amount you receive.

If, having considered the above, you have made the decision to invest in financial capital markets, you should then decide the level of funds you wish to invest and your investment strategy. All investment decisions involve a degree of risk, and it is important to establish from the outset the degree of risk that is acceptable to you, given your capacity for loss, and decide on your investment objectives.

Except for clients receiving our Custody and Execution Only Services, this should be achieved through discussion with your Investment Director. You should also be aware that, as political conditions and the economic cycle differ, the risk inherent in one type of investment or market may change. Indeed, no investment should be regarded as free of risk. Risks inherent in particular types of investment are set out in **Section 5 Investment and Risk Warnings** of this document. It is important that you read these.

Investment Objectives

Capital Return

This objective is to achieve long-term capital growth. The level of income generated will not be considered as a constraint on the investment decisions.

Income Return

This objective is to produce a desired level of income. Capital growth is not necessarily a consideration and the real value of the portfolio may be eroded. Maximising income may necessitate a higher-risk strategy.

Total Return *(a balance between income and capital growth)*

This objective is to produce a balance between capital growth and income. The income requirement should not erode the potential to maintain the capital value of the portfolio in real terms. The investment decisions will usually have an equity bias, but fixed interest stocks may be included to meet any income requirement.

Levels of Risk

Risk assessments are highly subjective and will change over time as a result of market or economic events. The following definitions of risk apply to portfolios where the investment objectives are Capital Growth, a Balance between Income and Growth, and Income. Wherever possible we will seek to invest in a portfolio which is diversified by asset class and sector. However, if you have specific requirements or objectives these risk definitions may not apply. For example, a requirement for a high level of income or overseas exposure may increase the risk profile. Whichever risk profile you select will apply to the overall composition of the portfolio and not individual holdings, and therefore some investments from a higher risk category may be included when appropriate.

Very Low Risk

Your priority is for your overall investments to be secure and not to lose capital. Most standard investment portfolios would not be suitable for investors seeking very low risk, and additional checks and confirmation

should be performed before proceeding. You accept that any financial gains will be modest and that your savings do not keep pace with inflation.

Low Risk

You should limit the risk of capital loss, and the risk to the value of your investments. You accept that this will limit the growth potential of your investments, which in some cases may not match inflation.

Medium Low Risk

You accept there is a risk of losses on your investments for them to have longer-term growth potential but should ensure that both the risk and the related long-term returns are relatively low.

Medium Risk

You accept the risk of loss to your investments because you want to achieve a good long-term financial return. You're comfortable seeing the value of your investments fluctuate if the risk of significant loss to your overall investments is minimised over the long term.

Medium High Risk

You accept a higher risk of loss to achieve elevated financial returns. You accept that the value of your investments will be volatile over time.

High Risk

You seek to considerably increase your overall financial returns and accept that this could lead to extensive losses. You understand that your investments may be highly volatile over time but are prepared to take this risk.

Very High Risk

You can accept potentially extensive losses on your capital. You are prepared to see your investments subject to extreme fluctuations in value. You can accept all these risks because you want to achieve the highest possible returns available in the long term.

General Terms & Conditions

Important: This section applies to all of our services, except where (and only insofar as) it is expressly varied in another section. These terms are issued to you in accordance with the Rules of the FCA, and they set out the basis on which agree to provide our services to you, and your obligations in relation to such services. We would ask that you read these Terms carefully, to ensure that they contain everything you wish them to contain and that you agree with them. If, for example, you have relied on anything we have said but which is not contained in our Terms or Agreement, you should tell us. We should be pleased to provide any further explanations on request.

About us

Tacit Investment Management ('Tacit', 'we', 'our', 'us') is a trade name of TIML Limited and is part of the Tacit Holdings Limited group of companies. TIML Limited is authorised and regulated by the Financial Conduct Authority. Our Financial Conduct Authority Number (FRN) is 670184. Our permitted business includes arranging, advising on and managing investments. You can check this on the Financial Services Register by visiting the FCA's website www.fca.org.uk/firms/systems-reporting/register or by contacting the FCA on 0800 111 6768. We are incorporated and registered in England and Wales, and our registered number is 9228395. Our registered office is 14 Hanover Square, London, W1S 1HN. Our head office is at 14 Hanover Square, London, W1S 1HN. The telephone number of our head office is +44 (0)203 051 6450. Details of all our offices and business locations are available on our website www.tacitim.com. The address and contact details of the office where your Investment Director is based, and which deals with your Portfolio will be provided to you separately at the start of our relationship with you.

Language and other formats

The terms are supplied in English, and all communication between you and us will be in English. If we provide you with a translation of the Agreement or any communication, the English language version will be the only legally binding version and will prevail if there is any inconsistency. A copy of these Terms is available on request in other formats such as large print or audio.

Governing law

Our Agreement, including these Terms, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it shall be governed by and construed in accordance with English law. You and we agree to submit to the non-exclusive jurisdiction of the English Courts. In addition, English law is taken by us as the basis for the establishment of relations with you prior to the conclusion of the Agreement.

1.1 Severability

If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be treated as if it were not in the Agreement and deemed deleted. Any modification to or deletion of a provision or part-provision under this term shall not affect the validity and enforceability of the remaining provisions of this Agreement.

2.1 Assignment/transfer

The Agreement is personal to you, and you may not assign or transfer any of your rights or responsibilities under it. We may assign/transfer any of our rights and responsibilities under the Agreement at any time upon giving you written notice, to any other member of the Tacit Group provided that such member is competent to perform such rights and responsibilities and has all relevant licences. Upon such assignment, all

references in these Terms to 'we', 'our' or 'us' will mean the assignee and not us.

Third Party Rights

Subject to regulatory rules, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any other person.

The services we provide to you

We provide a range of services including discretionary investment management, financial planning and execution only investment dealing services. You may choose to have our wealth management service, so that we provide you with both investment management and financial planning services or choose to be provided with one or more services on a standalone basis. A summary of the relevant services is outlined in our Services and Charges Brochure, (which may be updated from time to time). You should note that not all Services are available to all clients.

The services we provide to you are those services we agree to provide in accordance with your Client Service Agreement and any Investment Management Agreement(s), or that you otherwise request from time to time. You expressly request us to carry out on an ongoing or one-off basis the service(s) that we have agreed to provide to you and, without prejudice to your data protection rights, as part of the service(s) to provide information to you concerning new or future products or services.

Overseas residents

Our services may not be available in countries where they are prohibited by local law. If you are in any doubt, you are strongly advised to contact your legal adviser or to take independent financial and/or tax advice in the country where you are resident. If you relocate to another country, you must tell us, and we will use our discretion to determine whether our Agreement should be terminated. If so, we will terminate our Agreement in accordance with these Terms. We will not be responsible for the use of our services, and the consequences thereof, where this is prohibited by local law.

Restrictions for US residents and citizens

We may not provide you with our services if you are or become a US person and we reserve the right to withdraw our services if you become a US person. "US person" means any citizen or resident of the US including the estate of any such person, or any corporation, partnership or other body created in or organised under the laws of the US, or any political subdivision of that country, or any estate or trust whose income regardless of its source, is subject to US federal income tax. We reserve the right to ask further questions or to ask for evidence at any time that you are not a US person. If we become aware that you are or have become a US person, we reserve the right to terminate our relationship with you.

Our agreement with you

To accept you as a client and to satisfy our regulatory obligations we need to obtain certain information or documentary evidence in support of the information you provide, about you (and in some circumstances persons related or connected to you), including detailed evidence of your identity and source of funds or wealth for the purposes of anti-money laundering and combating terrorism and financial crime, including information prescribed by the Money Laundering Rules. Without this information we will not be able to accept you as a client, and we will be unable to provide any services requested by you.

We use the expression "Agreement" in these Terms to mean any written agreement between us which requires your signature. These terms form part of an Agreement Pack of documents, which together constitute the legal binding agreement between you and us. The Agreement Pack will

include your Client Service Agreement(s), Schedule of Fess & Charges, Data Privacy Consent Form, Investment Mandate Agreement(s), your initial personalised Wealth Assessment Report, any Client Account Opening Forms (the "Forms") associated with the custodian, and in the case of any other services we provide, any additional signed documentation (which may change in the future) we require you to sign.

Only when we have received a completed Agreement Pack, with all relevant forms and documents signed by you (or any related party), do we have a completed Agreement and can we offer our services to you. We will open your accounts with the custodian once we have received all of the relevant documentation and undertaken our identification checks in accordance with United Kingdom ("UK") anti-money laundering legislation; these Terms will commence from the date you sign the Investment Management Agreement.

Where we are managing your investments within an Individual Savings Account (ISAs), and Junior Individual Savings Account (JISAs), we will initiate applications, subscriptions and conduct administrative activities (including changes to the underlying ISA Manager) on your behalf. We reserve the right to decline to open an account for you without giving a reason.

Important: These documents contain important material regarding the way in which we will provide our services to you and your legal position. You should read these documents carefully before you sign any documentation, we may provide you with from time to time to manage your account(s). If there is anything in them that you do not understand or agree to, you should discuss this promptly with your Investment Director Wealth Manager and seek clarification.

Effective date

These Terms shall apply to all new and existing clients, and these Terms supersede our previous terms. Our Agreement shall be effective from the date we notify that your portfolio(s) is/are open and provide you with details of your account number(s). However, you acknowledge that we will not be required and may not be able to provide all or any of our services until you have provided all documentation and information which we have informed you we require. You agree that we may begin to provide services to you from the Effective Date even though you have a right of cancellation in respect of the Agreement.

You should be aware that the time taken to re-register cash, assets, shares and/or securities in the name of the Custodians nominee company will vary dependent on several factors outside our control. As such, we may not be able to effect transaction(s) you instruct us to carry out whilst your holdings are in the process of being re-registered. We do not accept liability for any loss you may suffer because of being unable to deal in your assets whilst they are in the process of re-registration by the custodian. Please note that if you continue to receive correspondence direct from companies or their registrars (particularly in respect of corporate actions), you should inform us immediately and retain any such documentation pending our advice. If you are a discretionary investment management service client, we will not be commencing the management of your agreed investment mandate(s) before the majority of your assets have been re-registered in the name of the custodian's nominee company. During periods of transfer particular risks may apply and will not be responsible for the management of your assets until we have control of them.

Client classification

These Terms are for Retail Clients, and where we provide you with our services, for the purposes of the Regulatory Rules, we will categorise you as a Retail Client (unless we agree with, or we have informed you otherwise), that we are treating you as a professional client. Retail Clients benefit from a higher degree of protection under the Rules than Professional Clients

Some retail clients elect to be re-categorised as Professional Clients, despite the lesser degree of consumer protection, because they find it administratively convenient, and it can help them access products which

require more knowledge and experience. If you ask us to treat you as a Professional Client and we agree, you should be aware that among the various protections lost may be the ability to complain to the Financial Ombudsman Service and the right to make a claim under the Financial Services Compensation Scheme.

You have the right to request this either generally or in respect of a particular service, type of transaction or product. You must make any such request in writing to your usual key contact, and we may agree to do this if you meet the applicable criteria under the Rules although we do not have to do so.

These Terms do not apply to Professional Clients so if we agree to treat you as such, you will be asked to enter into a different agreement with us containing terms and conditions applicable to Professional Clients. If you are unsure as to whether you have been correctly classified as a Retail Client, please contact your key contact, Investment Director or Wealth Manager.

Professional Clients or Eligible Counterparty

Some clients request or elect to be re-categorised as a Professional Client or eligible counter party. We will consider any requests received on a case-by-case basis against the criteria set out in Regulatory Rules. We will inform you of any limitations that such a re-categorisation will entail, together with the scope of that re-categorisation. If, following such a request, you are categorised as a professional client or eligible counterparty, you must keep us informed of any change in your financial circumstances which may affect your categorisation, and we are entitled to assume that you are able to financially bear any investment risks consistent with your investment objectives. We will provide you with further details about the kind of information which may be relevant to your categorisation and which you will need to provide to us. We may also on our own initiative re-categorise you as a retail client by giving notice in writing to you. Where we have categorised you as a professional client or eligible counterparty, the following provisions of these Terms of Business will not apply, or apply in modified form:

our obligations regarding our duty of best execution are modified to the extent permitted by the Regulatory Rules

where we are required by Regulatory Rules to assess suitability of a decision to trade within your Portfolio, we shall assume that you have the necessary experience and knowledge to understand the risks involved, to the extent permitted by the Regulatory Rules.

If we notify you that we have categorised you as a professional client or eligible counterparty, you may request to be treated as a retail client either generally or in relation to one or more particular services, or in relation to one or more types of transaction or product.

Joint Accounts

If you have a joint, trust, partnership, unincorporated charity/association or other entity portfolio or account, these Terms are issued jointly. Any reference to "you" or "your" in these Terms shall be deemed to be any one or all of such joint holders as the context shall require. We shall deal with you on the basis that you are equal joint holders and will be jointly and severally liable for the portfolio or account, however lodged with us or registered. This means that you are bound by and liable for both your own actions and omissions and the actions and omissions of all the other joint holders and we may at our discretion pursue any one or any number or all of the account holders for any debts or other liabilities.

For joint portfolios or accounts, we require all holders to sign all documents required within the Agreement Pack, and in the case of any other services we provide, any additional signed documentation we require. It is our general policy that an account in the name of two or more persons is set up as a "joint tenancy" account without any distinction between them regarding share of ownership. This means that upon the death of one account holder, the total portfolio is passed to the surviving account holder(s), who shall have full authority over the account unless we are advised otherwise at the time of the first death. The surviving joint

holder(s) must notify us immediately of the death of a joint holder(s) and provide us with a certified copy of the death certificate, but we may act on the instructions of any personal representative (or, as applicable, liquidator) appointed over your estate if we receive proof of their authority. In exceptional circumstances, at your written request to us, at our discretion, we may agree to treat the parties to a joint account as tenants in common, to allow each joint account holder to own a specified percentage of the assets. This means that upon the death of one account holder, their portion of the account goes to their estate and not to the surviving account holder(s).

At your request we can establish a "tenancy in common" arrangement to allow each joint account holder to own a specified percentage e.g. 50% of the assets. This means that upon the death of one account holder, their portion of the account goes to their estate and not to the surviving account holder(s). If you would like us to operate your joint account as a tenancy in common, please contact your key contact.

Once your portfolio or account is open, we will accept instructions from any one of the joint holders and these instructions will bind all other account holders. We will accept instructions, from any party to a joint account, and any action that we take as a result of any instructions (including any instructions to sell, withdraw assets, payment instructions, close any account or the provision of accounting information to one or more of them) will be binding on all parties to the account, except that, if we know or suspect that there may be a dispute or conflict of interest between you, we may seek instructions from each of you. In any event, for your protection we reserve the right (but are under no obligation) to request a written instruction signed by all joint portfolio or account holders. If you wish us to act only upon instructions from all, specified or a specified number of, joint holders please notify us in writing.

We may contact and otherwise deal only with the portfolio or account holder named first in our records, subject to any legal requirements or unless you request otherwise; and you may ask us to remove a person (or persons) from a joint portfolio or account, including by converting it to a sole portfolio or account. We may require authority from all portfolio or account holders before doing so. Any person removed from the portfolio or account will continue to be liable for all obligations and liabilities under the Agreement relating to the period before they were removed from the portfolio or account. At the request of all account holders, you can ask us to change the first named account holder to be one of the other joint account holders. However, this may have legal implications, and you should consult your legal adviser before asking us to do this. Where you own investments individually, these investments may be placed into a joint Account. If they are, they will be owned jointly. Please consider your tax position before setting up a joint account with us and take appropriate tax advice where necessary.

Trusts, charities & corporate accounts

For trusts, companies, partnerships, charities, associations or other entities we will generally expect all relevant individuals to sign our Agreement Pack unless you provide us with documentary evidence of their delegated authority to enter into the agreement with us. Once the portfolio or account is open you can nominate a person or persons who have full authority on behalf of the other(s) to give or receive instructions regarding the account. You agree that your nominated contact person or official correspondent is authorised to give instructions on your behalf and that we shall be entitled to rely upon any instruction given by your nominated contact person or official correspondent. We will send notices and communications to the nominated contact person or official correspondent only and this person will be treated by us as authorised to receive them on behalf of the trust, company, partnership, charity, association or other entity

When you open a trust, company, partnership, charity, association or other entity account, we may be required to identify and where necessary verify the identity of all parties to the account and not just the nominated contact

person or official correspondent. In the case of a Corporate Account, we may require a Board Resolution authorising the opening of the portfolio or account along with an authorised signatory list.

It is vital that you keep us informed about who has been appointed to give instructions to us on your behalf and also of any changes to the account information. Where appropriate we will require the full authorised signatory lists and minutes of meetings or the trust or variation deed appointing the nominated contact person or official correspondent

You can also ask us to change the nominated contact person or official correspondent by writing to us with details of the change you require. We may ask for such information as we consider necessary to verify such a request.

You must notify us of the resignation, death, removal, or appointment of any relevant individuals. When a new signatory is appointed, they will not normally be expected to sign the Agreement Pack but nonetheless will be bound by these Terms. It is your responsibility to make new signatories aware of these Terms

Authorised persons

If you have selected authorised persons to act for you, then subject to any specific limitations that we agree when you appoint that person, the authorised persons may give any instructions for you and may otherwise enter into transactions with us for you, including:

- Entering into agreements with us for the provision of further products or services which they consider to be in your interests.
- Giving us instructions and setting up security procedures for giving instructions in connection with services and products; and
- Changing the authorised persons at any time by giving us written notice.

We may act on instructions given by authorised persons and may disclose any other details about your Account(s) to them. You alone will be responsible for the instructions given by a person you have told us is authorised to give instructions for you, and the manner in which an authorised person uses your Portfolio or Accounts.

We can continue to act on instructions from an authorised person until we receive written notice from you that they are no longer authorised. If one or more authorised person dies, loses their legal capacity or renounces the powers granted to them, we will assume the remaining authorised persons continue to be authorised unless you tell us otherwise in writing.

Unless otherwise agreed between us, individuals authorised to give instructions on accounts of unincorporated clubs, charities, societies and other forms of association are individually and jointly liable for money owed to us. This means that we have the right to demand repayment of the full amount owed to us, and not just a share of it, from all or any of the authorised signatories.

Your Obligations

You agree to accept and be bound by the terms of this Agreement, including these Terms and undertake that you, and any person authorised by you, has full power and authority to enter into and instruct us, on the terms of this Agreement.

We rely on the information you provide to us throughout the duration of our Agreement. You must give us any information we reasonably require about your identity or financial affairs, and you are responsible for telling us if this information materially changes, to ensure that the information we hold is complete, accurate and up to date. We may require supporting documentation for our records in respect of any changes notified to us, including certified copies of any relevant supporting documentation

If you do not keep your information up to date this may adversely affect the quality of the services and/or advice we provide to you, and you may not receive important documents or notices that we need to send to you. In particular you must tell us in writing as soon as possible if

you change your name.
you change address.
any of your other contact details change.
you change the bank account details notified to us.
your tax residency changes.
you change your citizenship, nationality or add a nationality to those previously notified.
there are changes to account details or details of any third party you have authorised to act on your behalf.
your financial circumstances change, for example, because of loss of regular income, a significant salary increases, redundancy, a significant new expenditure such as school fees or university fees or an inheritance.
other personal circumstances change, for example, a change in marital status or family circumstance such as divorce or birth of a child, sale of a business or property, change of job or retirement.
your investment objectives or your attitude to investment risk change or your investment time horizon changes.

In the case of a company, you must tell us in writing of any change to any of the following within 14 days

- name, registered number, registered office and principal place of business.
- board of directors or members of the equivalent management body if no board
- senior management
- law to which the company is subject
- legal and beneficial owners
- articles of association or other governing documents.

You must tell us clearly that these details have changed; we will not assume this is so just because of other communications, for example, if you write to us from a different address, we will not treat this as a change of address notice unless you tell us that it is, as we will use the most recent contact details on our records whenever we send you correspondence. . If you do not, the security of your information could be at risk, and you might not receive communications which could be important, including notices about changes to the Agreement.

You must ensure that your information can be accessed or used only by people who have your permission to do so. To help prevent fraud and protect your Portfolio or Accounts, you must:

- Always keep your security information secret and not disclose it to anyone.
- Take all reasonable care to prevent unauthorised or fraudulent use of your Security Information by others; and
- Contact us without undue delay using the contact details provided if you know or suspect that someone knows your Security Information or is impersonating you.

You must check any confirmation of transactions or statement that we send you when you receive it and contact us without undue delay if you think it is inconsistent with your instructions or there is any inaccuracy.

Involvement of a Third-Party Financial Adviser

If you have accessed any of our investment management services through a third-party financial adviser ("FA"), your financial adviser shall ensure they have conducted sufficient research and due diligence on us to recommend our services to you. We will comply with all reasonable due diligence requests made by, or on behalf of, your financial adviser.

Unless you tell us otherwise, we will treat your FA as an Authorised Person and accept instructions from them (transactional or otherwise) in relation to the operation of your account(s). We accept no responsibility or liability for any outcome where we have acted on genuine instruction received from your FA.

Your FA may provide a certified copy of the information obtained by them to ensure compliance with applicable anti-money laundering laws or an introduction certificate (as further defined in the Joint Money Laundering Steering Group Guidance Notes as amended from time to time).

In working alongside financial advisers, we believe it is important for both the adviser and Tacit to fully understand their individual advice and suitability obligations and agree processes and client engagement that ensures both parties can satisfy these requirements. We may rely upon the information provided by your financial adviser to perform an assessment of your financial circumstances, investment objectives, knowledge and experience to ensure that an appropriate investment management service and investment strategy is provided to you. Where we require further information that enables us to assess suitability and confirm your attitude to investment risk before implementing an investment strategy, we will seek that information either from your financial adviser or from you directly.

Your FA will monitor your account(s) to ensure the on-going suitability of our investment management service, given your overall financial planning and investment objectives. We will also retain an ongoing responsibility to ensure that your portfolio remains suitable for you through regular ongoing suitability assessments.

With your written agreement, we may act as paying agent in respect of any fees payable by you to your financial adviser in connection with their services to you. If we are facilitating payments to your adviser, we will make clear the difference between any Adviser payments and charges for our investment management services. Your financial adviser is responsible for agreeing the Adviser Payments with you and will provide us with, or assist us to obtain, validation of your agreement to the Adviser Payment in such form as is satisfactory to us.

If your relationship with your FA changes or terminates for any reason, you must notify us immediately. When appointing a new or replacement financial adviser, they must be approved by us to provide services to clients who are receiving our investment management services under our 'Reliance on Others' model. If you fail to appoint a replacement financial adviser, your Investment Director will discuss with you the most appropriate ongoing service options with us, or any other associated company within the Tacit Group of companies.

Our Liability to You

We are not liable to you for any losses unless directly caused by our negligence, wilful default or fraud. We are never liable to you for any losses arising from any cause beyond our reasonable control and the effect of which is beyond our reasonable control to avoid, or we could not reasonably have anticipated when you gave us an instruction. which could include but is not limited to.

- any act of God, fire, act of Government or Supranational Organisation, war, civil commotion, insurrection, act of terrorism or threat thereof, embargo, industrial dispute.
- inability to communicate with market makers, unanticipated dealing volumes, failure of any telecommunication, computer dealing or settlement system.
- prevention from or hindrance in obtaining any energy or other supplies, labour disputes of whatever nature, late or mistaken delivery or payment by any bank or counterparty or any other reason beyond our reasonable control.

If an event of this kind occurs, we will take such steps as are reasonable and practicable in the circumstances with a view to minimising the effect of the event on our clients.

We are not liable to you if we fail to take any action which in our opinion would breach any Regulatory Requirement or market practice. To the extent there is any conflict between the Agreement and our duties under any Regulatory Requirement or market practice, we will act in a way we reasonably consider necessary to comply with such Regulatory Requirement or market practice. We will not be treated as having breached the Agreement as a result. We shall not be liable to you or in breach of our agreement if there is any total or partial failure of performance of our duties and obligations hereunder occasioned by any Force Majeure event that is beyond our control.

Custody of your investments

We do not have regulatory permissions to hold client money, and therefore we will deposit your investments into an account or accounts opened with third party custodians appointed by us in accordance with the Regulatory Rules. We shall appoint (or procure the appointment of) regulated third party custodians in countries which regulate the activity of holding and safekeeping investments. However, due to local laws or the nature of the investments or the services connected with them, in some cases your investments may be deposited with a third-party custodian in a country outside of the UK which does not regulate the activity of holding and safekeeping of investments.

Where we appoint a third party custodian, we will undertake an appropriate assessment and will exercise all due skill, care and diligence in the selection, appointment, and periodic review of custodians we may use to hold your investments. However, we will not be responsible for any acts, omissions or default of such custodian except where such a default is caused by the negligence, fraud or wilful default of us or a Tacit Group company. Although we will seek to ensure that adequate arrangements are made to safeguard your rights, particularly in the event of insolvency, you should note that your investments may be at risk if the custodian defaults or becomes insolvent. If you suffer a loss due to custodian failure, you may be eligible to make a claim under the FSCS.

Investments belonging to you which are held overseas may in any event be subject to different settlement, legal and regulatory requirements, together with different practices for the separate identification of the investments, to those applying in the UK and your rights in relation to them may therefore differ. Where your investments are held outside of the UK, your rights in the event of a default or insolvency may be different and may be reduced.

Re-registration or Transfer of assets

Any advice that has been given to you regarding your investments will be dependent on the transfer process being completed, and, we cannot accept any dealing instructions from you during the re-registration or transfer process. We will confirm when the re-registration process has been completed. Whilst we will make every effort to ensure that the re-registration or transfer of any investments, including cash deposit, to us or from us (via our "Custodian") is carried out promptly, most of this process depends on a third party delivering the assets who may insist upon the sale of any investments before transfer. You acknowledge that there will be times when it is neither appropriate nor possible to invest your money or assets in (or where applicable disinvest your money or assets from) the markets. This will be the case where:

- we are appointed to act as your investment manager (for example, in relation to a personal pension plan) and there is a period before that appointment is effective
- cash and/or investments are being transferred to us to be managed and there is a period before that transfer is effective or we are in the process of investing money or assets for the first time in the market so that the Portfolio will be aligned with the Investment Mandate
- between notification of death and the date upon which a new mandate is agreed.

You acknowledge that there is a risk that the markets move against you during the period that your money or assets are not invested in, or disinvested from, the markets. We will not be liable for the consequences of market movements or events, and we cannot accept responsibility for any loss that you may suffer as a result of being unable to deal during the re-registration process.

Cancellation rights

You have a right to cancel our Agreement within 14 calendar days of the Effective Date (the "Cancellation Period"). We will provide services during the cancellation period, unless you ask us not to so. You may make such a request by instructing us in writing. If you wish to cancel during the cancellation period, please write to us by post, before the end of the 14-

calendar day cancellation period to your usual contact at Tacit who deals with your portfolio., or (if you are unsure about which office to contact) to our registered office. If you are you are receiving more than one service from us, please specify whether your cancellation applies to one or all the services.

No fee will be charged for cancelling, but you will be obliged to pay for charges accrued for our services or settle and pay for transactions that have been carried out during the cancellation period. Cancellation will not affect transactions already implemented and you will bear the market risk (including any gains or losses) for such transactions carried out during the cancellation period. You agree on cancellation to pay:

our fees pro rata to the date of cancellation and any additional expenses necessarily incurred by us in cancelling the agreement and any losses necessarily realised in settling or concluding outstanding obligations and transferring your assets to a new manager, broker or custodian.

On cancellation we may retain and/or realise any of your assets as may be required to settle the transactions already initiated, and to pay any outstanding liabilities of yours. If you do not exercise the right to cancel within the cancellation period, the agreement will remain in full force and effect. You are of course able to cancel the agreement in line with the termination clause. Cancellation will not affect accrued rights, existing commitments or any contractual provision intended to survive termination of the agreement.

Non-exclusive relationship

You acknowledge and agree that we may and do provide services like those provided to you under this Agreement to other clients. Subject always to our Best Execution Policy and Conflicts of Interest Policy, the actions taken and the decisions taken by us with respect to such clients may differ from decisions taken in respect of your Portfolio, or the timing and nature of action taken, with respect to your Portfolio, and in particular that:

transactions in a specific security may not be accomplished for all clients at the same time or at the same price
in managing your Portfolio, we may purchase or sell securities in which we, our officers, directors, or employees, directly or indirectly, have or may acquire a position or interest.

Legal Entity Identifier ("LEI")

Clients that are not natural persons (or a legal entity or structure) such as a company, charity or trust, may be required to obtain a Legal Entity Identifier (LEI), in order for us to be able to execute transactions for you. If you are an entity and eligible for an LEI but do not have one, we will be unable to execute transactions for you and as a result may be required to suspend or cease to provide our services to you. Where a LEI is required, we will notify you and you agree to provide it on request; unless we have agreed to do so on your behalf, you will be solely responsible for obtaining a LEI, and for ensuring its ongoing validity, which may require its renewal from time to time. Obtaining and renewing LEIs may incur charges.

Target market

For regulatory purposes, certain investments and products may have a defined target market set by the issuer or product manufacturer which specifies the type of investors for whom such an investment has been designed. We may purchase investments or products on your behalf which have a different target market to you, where we determine that purchase of the investment or product is consistent with your specific Investment Mandate and our obligations under the Regulatory Rules.

Re-denomination

We reserve the right to re-denominate the currency of your Portfolio into any currency, if required to do so by law or prevailing market practice.

Instructions & Communication

We may accept information relating to your Portfolio or Account and instructions from you to deal in person, in writing, by telephone, video call

or by email. All communications between us will be in the English language using the contact details we give you. We will correspond with you at the address last notified by you to us. We may send correspondence and notices to you by email or other forms of electronic communications, where you have provided us with an email address for that purpose. You may also contact us electronically and it is your responsibility to advise us of your current and correct email or other electronic address. There are some circumstances where we will only accept your written authority, bearing an original signature. We will tell you what methods of communication you can use to contact us and for what purpose.

Unless you tell us not to, we may send correspondence electronically, in which case we will assume you received it on the next Working Day. If we send correspondence by post, we will assume it has been received by you, no later than four Working Days after posting, if sent to an address in the country where we provide the service (and we will treat the UK as a single country for these purposes); or no later than ten Working Days after posting, if sent internationally.

We may leave messages for you to contact us on an answering machine, or with the person answering the telephone, unless you tell us not to. We may record or monitor telephone calls and electronic communications for the purposes of training, checking instructions, verifying your identity and ensuring that we are meeting our service standards and regulatory obligations. These recordings may be used as evidence if there is a dispute. Your attention is drawn to the fact that all telephone conversations and communications may be recorded. A copy of the recording of such conversations and communications will be available on request for a period of five years and, where required by the FCA, for a period of up to seven years.

Risk of emails and other forms of electronic communication

By their nature, email and other electronic communications are not entirely reliable media. Delivery times for messages sent using email vary considerably, often depending on your internet or telephone service provider, the way in which the message has been routed and other third party service providers. For reasons beyond your or our control, orders, messages or instructions sent using email or other electronic communications may not arrive, may be delayed, and may be capable of being intercepted, read, fabricated or copied by an unauthorised third party.

Due to the inherent difficulties of electronic communications, we cannot accept responsibility for the transmission or the reception of (or the failure to transmit or to receive) material where such transmission, reception or failure is caused by or relates to your own systems or that of a third party unconnected to us. We are not liable to you, and you accept responsibility if, due to circumstances beyond our reasonable control, communications are intercepted, delayed, corrupted, not received or received by someone else.

We strongly urge you not to use electronic communications if they contain instructions to us relating to orders or other urgent or time-sensitive matters. If you communicate with us from an email or other address which we do not recognise, we may not act on any instruction contained in it. We also reserve the right to cease or temporarily suspend electronic communications and begin communicating with you by post or by telephone if, in our reasonable opinion, we consider that this is prudent or necessary (for example, to ensure information security, to comply with the Rules or if we receive an automatically generated message indicating that our electronic communication transmitted to you has failed to reach its intended recipient). If we think this has happened, we will try to contact you in person.

Accepting Instructions from you

We will tell you about any limitations and we may, for example, require you to set up security procedures or take other steps before being able to give us instructions in certain ways. We will treat an instruction as genuine if we believe in good faith that the instruction is from you or any authorised person acting on your behalf (for example, because it appears to have

been signed by you or an authorised person or the security procedures have been completed) and there are no circumstances we are, or should reasonably be, aware of that cast doubt on the authenticity of the instruction. We will not be liable for acting in good faith upon any such instruction, confirmation or authority notwithstanding that it is subsequently shown that the instruction was not given or signed or sent by you.

Before we act on an instruction, we will take steps to check that the instruction is clear, is given by you, or on your behalf, and meets any specific requirements that apply to the particular product or service. We may assume, unless we are aware of an obvious error, that the information you give us for an instruction, including any account number quoted in the instruction, is correct. We will not accept instructions on your behalf from a third party unless you instruct us in writing, bearing an original signature, to do so, or we are in receipt of a valid power of attorney.

Unless we agree otherwise, instructions are effective when we receive them. We will not generally acknowledge receipt of instructions other than by acting on them. We start processing instructions when we receive them and may not be able to stop or change them once processing has commenced.

We may set Cut-Off Times by which instructions must be received by us on a Working Day in order for us to process them on the same day. Details of our Cut-Off Times are available on request. If we receive an instruction, including a Payment Request, before the relevant Cut-Off Time on any Working Day, we will process it on that day unless you have asked us to process it on a future date specified in your instruction, in which case we will process it on that date. Instructions or payments received after the Cut-Off Time or on or for a non-Working Day will be processed on the next Working Day.

You may need us to act on an instruction before a deadline, for example, before a subscription period expires. Where that is the case, you must ensure that you allow reasonable time for us to process your instruction and communicate it to relevant third parties, taking into account that we may require written instructions in some circumstances. We will not be liable for any failure to meet a deadline where clear instructions are not received from you within a reasonable time before the deadline.

We can refuse to act on any instruction or accept a payment into a Portfolio or Account if we reasonably believe that:

- The instruction is not clear, does not satisfy any requirements that apply to the service or product or was not given by you or an authorised person; or
- We are concerned that the instruction may not have come from you or an authorised person
- By carrying out the instruction we, or another Group Company, might break a law, regulation, code or other duty which applies to us or become exposed to action or censure from any government, regulator or law enforcement agency; or
- It is for a payment to or from, or you are trying to make a payment in, a restricted country. We will tell you which countries are "restricted" on request or if you try to make a payment there; or
- For some other reason, such as suspected fraud, we want to check the instruction with you, we can ask you to confirm it in a manner reasonably acceptable to us and we will not act on it until you have confirmed it.

Unless Regulatory Requirements prevent us from doing so, we will try to tell you, if we refuse to act on any instruction, our reasons for refusing, and what you can do to correct any errors in the instruction. We will do this at the earliest opportunity.

Online Services and risks of using our website.

Where we provide you with access to your Portfolio or Account online, we will provide you with a username, password and any other access details. We refer to this information as your "Personal Security Data". You must take all reasonable precautions to keep safe and prevent fraudulent use of

your Personal Security Data. You must take reasonable care not to disclose, or to allow the disclosure of, your Personal Security Data to any third party whom you have not authorised to act on your behalf. Please note we will never ask for your Personal Security Data over the telephone. You should not respond to any unsolicited emails which look as if they originate from us which ask you to enter your Personal Security Data. We will never issue emails of this type.

While we will make reasonable efforts to provide the online services, we may suspend the operation of our online services, where we reasonably consider it necessary, including for technical problems, emergencies, maintenance, regulatory reasons, where we decide it is sensible for our protection, or to ensure the continued availability of the online services.

You must follow the procedures and instructions in any user guidance that we give you from time to time and tell us as soon as you can if you become aware of any failure, delay, malfunction, virus or error in the sending or receiving of instructions or any suspected fraud. We will not be liable for any losses you may suffer due to any failure of the online services, transmission failure or delays or similar technical errors, or problems with the software or data feeds provided by third parties, to the extent that the failure is beyond our reasonable control.

You should ensure your computer, modem or any other device you use complies with the standards and requirements we tell you from time to time and carry out your own regular virus checks and security updates. If you use our online services outside the jurisdiction in which we provide services to you do so at your own risk, as it may be against the law in that country.

The records we maintain of any online messages, instructions, payments or other transactions will be final evidence of those messages, instructions, payments or other transactions and of the time they are given or carried out except where there is an obvious mistake. You are responsible if, when you use our online services, you give us incorrect instructions or mistakenly instruct us to make the same payment more than once.

Arrangements involving a third-party provider

Where you are the beneficiary or policyholder in respect of a portfolio or account which is legally owned by a third-party provider (e.g., SIPP or Offshore Bond provider) we may also be bound under a contractual agreement with the third-party provider. Any custody, dealing and settlement services may be provided directly to your third-party provider and your eligibility for, and access to, compensation under the FSCS may be different. You should consult your third-party provider for details of the compensation arrangements that apply to their product. In some circumstances the Terms that we have agreed with a third-party may take precedence over the Terms of our agreement with you. In particular the third-party Terms may:

- instruct us to act without reference to you.
- prevent us from accepting or paying monies or assets directly from/to you.
- place restrictions on the investments permitted within the portfolio. In such circumstances:

Fees, charges and expenses

You agree to pay our fees and charges plus VAT (or comparable sales taxes if applicable), for the services we agree to provide to you under this Agreement. You should note that other taxes or costs may arise which are not paid via us or imposed by us, and you are liable for any costs we properly incur under the Agreement, including reasonable commissions, transfer and registration fees, stamp duties, PTM Levy or any other taxes and other fiscal liabilities and any losses we suffer if you fail to carry out your obligations under the Agreement. The charges for our services at any time are shown in our most recent and relevant Schedule of Fees and Charges, and these are subject to revision. You will be notified of any changes in accordance with the "Variation & Changes" clause in these

Terms and we will let you have at least 30 calendar days' notice before we make any change.

In accordance with the Regulatory Rules we will provide you with information relating to costs and charges before providing our services to you. Where the total ongoing costs associated with a service provided under this agreement are not discernible prior to the commencement of the service, or where actual costs are not available (for example if they are dependent on the level of transactions undertaken), we will provide you with a reasonable estimation and assumptions of these costs in order to provide this information to you in good time before the provision of such services to you. While we take care to ensure our estimates are reasonable and review any assumptions used on an ongoing basis, fees, costs and charges incurred may vary from the information initially provided due to reasons beyond our control, such as changes in the market which are hard to predict.

We will exchange foreign currency at prevailing market rates for your account in relation to your overseas transactions or client investments, or otherwise as you instruct, and the applicable rate (which will be shown on our contract note in the case of a transaction. If we incur any fees, costs and charges which are not set out in our Schedule of Fees and Charges, we shall provide to you in good time, before carrying out the relevant transaction or providing the relevant service, information on any fees, costs and charges which will apply. We will not charge you until we have discussed your payment options and agreed with you how we are to be paid.

Where we recommend or market the services provided by another firm to you, we will, where required by applicable law, aggregate the costs and charges of the services provided by the other firm and disclose these to you together with the costs and charges relating to the services we provide to you. We may pass on brokerage charges for transactions we execute for you. These charges will be indicated on the confirmation and periodic statement or otherwise in accordance with Regulatory Requirements which may be in force from time to time.

Our fees are normally calculated in arrears and payable quarterly by reference to the value of your portfolio or account at a date which is determined by the Custodian at the end of each quarter (and in the event of termination the date of termination). Pro rata fees and charges will be payable for any part of a quarter. The amount of fees payable will depend on fluctuations in the financial markets on which investments in your portfolio or account are traded. Such fluctuations are outside our control. Where our fees are calculated as a percentage of your portfolio or account, as the value of your investments goes up or down, the amount payable to us will increase or decrease. We may pay interest or charge interest, fees and other charges under the Agreement by crediting the relevant account or by debiting any account you hold with us in accordance with the "Security and set off" clauses. If there are insufficient funds in your portfolio or account to pay our costs, fees, charges and expenses we will invoice you separately and payment will be required within 30 calendar days of the date of invoice. If you do not pay us amounts when due, we may charge default interest as set out in our published tariffs. Where an invoice is raised, our fees and charges can be paid either by bank transfer. We do not accept payments by cash, and we reserve the right to charge interest on invoices outstanding beyond the agreed payment period at a rate of base rate plus 2% pa.

Delegation and use of Tacit Group members/ agents

We may delegate any of our critical or important functions or services provided under this Agreement to any member of the Tacit Group provided we are satisfied that such person is competent to carry out such responsibilities and has all relevant licences. Our liability to you in respect of all matters delegated will not be affected by such delegation. We will give you prior written notice if we delegate our investment management services. We may, where reasonable, employ agents (including members of the Tacit Group) to carry out administrative, dealing, and/or ancillary

services necessary to enable us to perform our obligations under this Agreement. We will act in good faith and with reasonable skill and care in our choice, use and monitoring of such agents.

Ending the agreement or provision of a service

Unless we have told you that restrictions apply to a particular service or product provided by us, you or we can end your relationship with us or any service or product and our authority to act on your behalf, at any time without penalty. Notice of this termination must be given in writing and will take effect from the date of receipt. For the purposes of this term written notice in relation to termination of the agreement includes email and secure message communications from you to us, however, such notice may not take effect until we have confirmed such notice with you either face to face, by telephone, or in writing with an original signature as we may require. Termination is without prejudice to any transactions already initiated which will be completed according to this Agreement unless otherwise agreed in writing. You will be liable to pay for any services provided prior to termination and any fees outstanding, if applicable. Cancellation will not affect accrued rights, existing commitments or any contractual provision intended to survive termination of the Agreement.

You agree on termination to pay:

- Our fees pro rata to the date of cancellation/termination; and
- Any additional expenses necessarily incurred by us in cancelling the agreement and any losses necessarily realised in settling or concluding outstanding obligations and transferring your assets to a new custodian.
- On termination we may retain and/or realise any of your assets as may be required to settle the transactions already initiated, and to pay any outstanding liabilities of yours.

On termination of an investment service, you must tell us whether you want your investments transferred to another manager or broker, registered in your own name or sold. If stock is registered in your own name, it may take several weeks for you to receive the share certificates. If we terminate an investment service and you do not tell us what you want to do then following our reasonable attempts to contact you, we may take reasonable steps as are necessary to return your assets to you, or (where we terminate to close or transfer a business) we may sell your assets and send the proceeds of sale to you. Where investments cannot be transferred to another broker or registered in your own name, we will sell them for you when you instruct us. We will pay all proceeds of sale into an account in your name by a payment method we decide. The Agreement will continue to apply until we have transferred the investments or paid you the proceeds. Please bear in mind that if you give us notice to end the Agreement with immediate effect, and ask us to sell your investments, this could result in losses (for example, you realise less than the original purchase cost) and tax consequences which are your responsibility. Where we are unable to transfer your investment and you cannot sell or redeem it, we may continue to hold the investment in custody for you. We will charge you for this but will not do anything other than hold the assets for you. When a Portfolio or Account is closed, you must cancel any direct payments to or from your Account. Where someone attempts to make a payment into an Account which has been closed, we will take reasonable steps to return the payment to the sender.

We may end or suspend the Agreement, or the provision of a particular service, by giving you not less 30 calendar days' written notice at any time. We may also end the Agreement, or suspend the services being provided to you, with immediate effect by written notice if:

- you fail to respond to any demand for payment
- you breach any of the terms of the Agreement and do not remedy such breach within a reasonable time after receipt of written notice from us
- without prejudice to this term, you do not provide, when requested by us, information which we may reasonably require in order to continue the provision of services to you or any information that we may

reasonably require under this Agreement or in order to satisfy our obligations including under international tax compliance laws.

- if we reasonably believe that you are, or are likely to be, unable to pay your debts when they become due, or any step, application or proceeding has been taken by you or against you in respect of your bankruptcy or individual voluntary arrangement.
- we need to do so for regulatory or operational reasons, including where we are required to do so by law (including where we receive a notice from any governmental or tax authority requiring us to freeze all or part of your portfolio or account), or where we suspect fraud, money laundering or other crime
- we reasonably believe that maintaining all or part of your portfolio or account might expose us (or an Associate) to action or censure from any government, regulator or law enforcement agency
- we reasonably believe that maintaining all or part of your portfolio or account might damage our reputation
- we are instructed to do so by a third-party provider under our contract with that third party provider where all or part of your portfolio or account is legally owned by a third-party provider.

Waivers

We may occasionally allow you extra time to perform your obligations under our Agreement. No failure or delay by us to seek redress or violations or exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy which we are entitled, shall not constitute a waiver thereof. If we do this, it will just be a temporary measure, and we may still enforce our rights strictly again at a later date.

Market information

Any market information supplied to you is prepared from sources which are believed to be reliable and is provided only for your personal use. You may not copy, distribute, or redistribute market information or sell, resell, retransmit or otherwise make market information available to third parties and we will not be liable for any loss caused by the misuse of market information. We may already have positions in, or options on, the investments mentioned therein or may buy, sell or offer to buy or sell such investments from time to time.

Incapacity and power of attorney

Where you have granted a third party a lasting or enduring power of attorney, we are entitled to assume that you have capacity to act until notified to the contrary by the person(s) granted authority. Where we notice that you no longer have capacity, we will require a certified copy of the appropriate notice of incapacity from the person(s) granted authority under the lasting (or enduring) power of attorney. We reserve the right not to act on instructions received from the person(s) granted authority under the lasting or enduring power of attorney unless we are satisfied, in our absolute discretion, that the lasting or enduring power of attorney allows for us to be instructed. Upon receipt by us of written notification of your incapacity and subject to the remainder of this term we may suspend the provision of services (other than our custody and execution only services) in respect of your Portfolio or Accounts unless:

- we are satisfied (in our absolute discretion) that the lasting (or enduring) power of attorney allows for us to be instructed in the provision of our services
- the person(s) granted authority under the lasting (or enduring) power of attorney undertakes to keep us fully indemnified against any and all costs, claims, demands, expenses, damages and liabilities (including tax liabilities) for which we, our directors and employees may become liable as a result of our agreeing to provide, or continue with the provision of our services in relation to your Portfolio or Accounts.
- there is more than one of you, and one individual retains capacity in which case in our absolute discretion we may take instructions from the individual who retains capacity.

Where you have not granted a third party a lasting (or enduring) power of attorney and we subsequently receive notice that you have lost capacity:

- we shall use all reasonable efforts to contact an appropriate person such as a family member
- we shall assist during any relevant discussions and proceedings with the Court of Protection with regard to your loss of capacity as we may consider reasonable
- we may at our discretion give at least one month's written notice (which will be deemed to be received on your behalf by the relevant appropriate person) of suspension of the provision to you of our services other than custody and banking services until receipt of a valid order issued by the Court of Protection appointing a person to take charge of your financial affairs, or equivalent order.

Where you have not granted a third party a lasting (or enduring) power of attorney and we subsequently receive notice that you have lost capacity on a temporary basis, we may at our discretion continue to provide our services to you. Where you recover capacity, we will as soon as practical discuss with you our continuing provisions of services.

Within these Terms, the references to lasting power(s) of attorney and enduring power(s) of attorney, are to power(s) of attorney drawn up under and/or governed by English law. Where we are presented with a power of attorney, or equivalent, drawn up under and/or governed by a law other than English law (a foreign power of attorney), such as a continuing power of attorney drawn up under Scottish law:

- we reserve the right to charge for costs incurred, including legal costs, in order to establish the validity of the foreign power of attorney and the scope of its authority
- it is at our sole discretion whether to accept instructions from an attorney who is appointed under a foreign power of attorney. If we accept such instructions, then the provisions in the Terms which apply to powers of attorney shall include and apply to the foreign power of attorney.

Death

In the event that you as a sole account holder should die while a client, (or if there is more than one of you the death of either or both of you) your estate must provide us with such information as we may reasonably require to confirm your death, requiring a certified copy of the death certificate(s), and the appointment of the personal representative. Unless agreed otherwise in writing, if there is more than one of you, and only one of you dies, this Agreement will not terminate, and we may treat the survivor(s) as the only person(s) entitled to or interested in the Portfolio or Account. The Agreement will continue to bind your estate until terminated by your validly appointed Executor, or by us giving 30 days' written notice to your validly appointed Executor. The relevant Schedule of Fees and Charges will apply, and your portfolio and account(s) will continue to incur charges until they are closed. Copies of the published tariffs are available on request. Immediately on notification of your death, we may in our absolute discretion close any open position which carries a future contingent liability, together with any associated stock positions, and reserve the right to net off any positions on accounts which come under the umbrella of a master header account.

We and/or the Custodian will not accept any instructions over any portfolio or account in your name until we have received a certified copy of the grant of probate, certificate of confirmation (in Scotland) or their equivalent (in each case, the "Grant"); and the death certificate. We shall not accept any instructions over any account in your name or take any other action in respect of it until such time as the title of your Personal Representatives to the account has been satisfactorily established by us.

Once a certified copy of the sealed grant of probate or letters of administration (as the case may be) has been received by us, your Personal Representatives may thereafter instruct us (as appropriate). Once we have received the grant of representation for your estate (or such other formal appointment, as applicable in your jurisdiction), we will act in accordance with your Executor's instructions where Regulatory Requirements allow us to do so to sell or transfer the investments

We are not responsible for losses in your account during the period between your death and the receipt by us of formal notice of it, or for losses between your death and the receipt by us of a certified copy of the grant of probate or letters of administration (as the case may be). Neither shall we be liable for any losses arising as a result of us not administering your investments following your death.

Regardless of anything in the Agreement, if the Agreement is not terminated within two years of the date of your death, we may, where Regulatory Requirements allow, take such action as we reasonably consider appropriate to close your portfolio or account. Your estate or your Executor will be liable for all reasonable costs associated with us taking this action, or considering taking action, except to the extent that costs arise because of our negligence, wilful default or fraud.

For Discretionary Portfolios and Accounts

Where we provide you with one of our discretionary services and where Regulatory Requirements allow, we will continue to actively manage your investments in accordance with your latest investment objectives and risk category, and payment of our normal charges as set out in the applicable Schedule of Fees and Charges. As soon as reasonably practicable after being notified of your death, we will also write to your duly appointed executor(s) or personal representative(s) ("Personal Representative"), to ask them to confirm the terms on which we will manage your account before our receipt of the Grant of Probate.

We will continue to actively manage your discretionary account for the period commencing on the date of your death and ending on the earlier of:

- 12 months from the date of your death; and
- the date on which we receive the Grant,

unless you have provided an 'expression of wish', provided in writing by to us and in a format required by us, to continue to manage your investments in line with latest objectives and requirements or we are instructed by your Personal Representative to cease active management of the account, or your Personal Representative not wish to complete appropriate account documentation to provide us with a continuing mandate to manage the portfolio or account on a Discretionary basis, the portfolio or account will be designated Execution-only.

Where you hold your investments as the member of a SIPP or other pension, upon your death the account will not be suspended and, where your account with us is a Discretionary account, it will continue to be administered and/or managed in accordance with previous instructions whilst we await new instructions from the trustee(s).

For Non-Discretionary Portfolios or Accounts

If we are instructed to cease active management of your portfolio or accounts or we provide you with our Execution Only service and where Regulatory Requirements allow, operate a "care and maintenance" approach where, your investments will then be held on a 'custody only' basis, which means that:

- a full trading suspension will be applied to your portfolio or account.
- we and the custodian will continue to hold your cash and investments for safe keeping only.
- the custodians will continue to collect dividends arising on investments held,
- we will cease to actively manage your investments.
- we, in our absolute discretion may (but are not obliged to) exercise voting rights, or act in respect of subscription to any offer, take-over offer, redemption, scheme of arrangement or any other entitlement (or exercise conversions, warrants or any other right).
- we will not be able to make payments to third parties for any reason; and
- our 'Execution Only' Schedule of Fees and Charges will apply to your portfolio or account.

Where your account is operated on a "care and maintenance" approach, on the request of your Personal Representatives we may agree at our sole

discretion to provide advice on the sale of the investments. Such advice shall be limited to which assets to sell and the timing of any sales, on condition any proceeds remain in the account.

Dormant Accounts

Where you have not traded on an account for a period exceeding twelve months and we are not holding assets on your behalf, we reserve the right to designate your account as dormant and suspend or close your account without prior notification.

Security and set off

In respect of purchases in investments undertaken by you with us or by us on your behalf, you agree to pay the cash amount required to settle the transaction on the settlement date in advance of actual delivery of securities to your account.

We, may, where Regulatory Requirements allow, sell, transfer or retain, a lien and security interest over any assets within your portfolio or accounts to the extent that any charges, costs, losses or claims for which you are liable to us remain unpaid. Such disposal will occur if you fail to make payments to us when due.

We will notify you of any disposal of investments of yours pursuant to rights under a lien or security interest. We will use reasonable efforts to contact you in order that you might make alternative arrangements before we take any such action or specify which investments you would prefer us to sell. However, we may not give advance notice to you if we consider that it is necessary or appropriate to act quickly to reduce your indebtedness to us, in which case we will contact you promptly after we have sold or realised any investment to explain what action we have taken. The lien or security interest will apply in respect of each asset or type of asset or class of asset held within your portfolio or account, from time to time to the extent of your indebtedness to us. We or they may also take such steps if we or they reasonably believe that you will be unable to settle your transactions or pay your outstanding liabilities when they become due. We reserve the right to appoint an agent to recover any unpaid sums due from you to us and will pass on any costs and expenses in this respect (including the agent's fees and expenses and any legal fees) incurred by us to you which you agree to pay.

Variations & Changes to Terms

Terms that apply to all changes

You must notify us of any proposed amendments to the Agreement, (which will take effect only when accepted by us) and we will notify you in writing as to whether we are prepared to accept proposed amendments or not.

We shall be entitled to amend the Agreement, including these Terms, our Schedule of Costs and Charges, any Supplementary Terms (where relevant) and the characteristics of our services when there is a change in regulation, law, practice or custom or as a consequence of the manner in which the Tacit Group is structured or authorised or does business (including non-material and/or procedural or technical changes to the services provided under these Terms). We may change any of the provisions of the Agreement in circumstances where, you are able to end the Agreement without charge, or we agree to waive any charge that would otherwise apply

Where the changes are the result of a Regulatory Requirement (or where we reasonably expect that there will be a change in a Regulatory Requirement) we shall seek to give you not less than ten business days' notice in advance, but where this is not reasonably practicable we shall apply the variation to ensure we are compliant and notify you as soon as we can thereafter. We may also change any of the other terms of the Agreement for any of the following reasons, where we reasonably consider that the change.

- to correct any typographical errors, we may discover in the Terms
- to make the terms easier to understand or fairer to you.
- is to your advantage and there is no increased cost to you.

- would not be to your disadvantage.
- replaces an existing service or facility with a new one; or
- withdrawal of a service or facility which has become obsolete, or has ceased to be widely used, or has not been used by you at any time in the previous year.
- to reasonably respond to changes or anticipated changes in the general investment market, to industry guidance or codes of practice.
- as a result of changes in technology, the systems we use to run our business and/or market practice.
- as a reasonable response to actual or expected increases in our costs in providing the services we provide you.

We shall notify you of any such change by giving you notice in writing in good time. Subject to provisions contained within the specific sections, amendments made by us shall take effect upon the date set out in any notice of amendments and we will normally provide you with not less than 30 calendar days' notice unless circumstances (such as legal or regulatory requirements) dictate a shorter or longer period.

Changes to third party Custodians

In this Agreement a Custodian is appointed by us under our discretion as a third-party provider of services on your behalf. We may make such amendments to this agreement as necessary to reflect the appointment of a new third-party custodian, without notice to you, and shall notify you in advance of any such changes under this clause where Regulatory Requirements allow. For the avoidance of doubt, a change of Custodian shall not constitute a variation of this agreement. Where we give you advance notice, if you do not want to be treated as accepting a change, you must, before it comes into effect, tell us that you want to terminate the Agreement with us.

Changes to our charges

If we provide a new service or facility in connection with an account(s) or service, we may introduce a new charge for providing you with that service or facility. We may change our charges or introduce a new charge if there is a change in our Regulatory Requirements, or we reasonably expect that there will be a change in the costs we incur in carrying out the activity for which the charge is or will be made. Any change or new charge will be a fair proportion, as reasonably estimated by us, of the impact of the underlying change on the costs we incur in our investment management business. In addition to the above, we reserve the right to review and amend our fees and charges on a commercial basis.

Notifying you of changes & variations

If we make a change to an investment product or service or account(s), we will give you advance notice of any change made under this clause where Regulatory Requirements allow. Where we do so, we will tell you the date the change comes into effect, and we will give you at least 30 calendar days' notice of any changes to any investment product or service. If notice is given to you at the most recent address we have for you, you will be treated as accepting to be bound by that change from that date unless you terminate the Agreement. Where we give you advance notice, if you do not want to be treated as accepting a change, you must, before it comes into effect, tell us that you want to terminate the Agreement with us.

Trustees

Where you are acting as trustee(s) you will be exclusively responsible for compliance with the Trustee Act 2000 or the Charities and Trustee Investment (Scotland) Act 2005, as applicable, as well as any other laws or duties applying to trustees. If you delegate your investment management responsibilities to us (i.e. through one of our discretionary investment management services), the former requires you to prepare, and regularly review, an appropriate investment policy statement.

If you do not provide us with an investment policy statement of your own, we may discuss with you the policy that you want to adopt in the management of the trust assets. The record of our discussions will be the policy statement that you may be required to make by applicable trust law. You agree that we shall be entitled to treat your instructions and investment objectives as set out in our Investment Management

Agreement, once completed and signed by you, as your investment policy statement, duly adopted as such by you. The following wording constitutes a "policy statement" within the meaning of Section 15 (2) of the Trustee Act 2000 and shall come into force on the trustees signing the Investment Management Agreement declaration.

"This Investment Policy Statement provides guidance as to how the asset management functions delegated to Tacit by the trustees should be exercised. It has been formulated with a view to ensuring that the asset management function will be exercised in the best interests of the trust.

The trustees intend that the real value of the trust assets is maintained and enhanced over the long term by investment in a portfolio comprising investments such as shares in companies quoted on a recognised stock exchange, collective investment schemes, common investment funds, fixed interest securities, other securities, and cash.

In order to meet these objectives, the trustees have appointed Tacit Investment Management as their agent to manage the investments of the trust on the basis of the investment criteria as agreed and varied from time to time. The proportions invested in shares in companies quoted on a recognised stock exchange, in collective investment schemes, common investment funds, fixed interest securities, other securities and cash shall be reviewed with Tacit Investment Management or your other professional financial advisor from time to time to provide guidance on the on-going suitability of that element of the investment policy.

The trustees will regularly consider whether there is a need to revise this Investment Policy Statement and keep under review the arrangements under which Tacit Investment Management acts as the trustees' agent."

If you provide us with an investment policy statement of your own, we draw your attention to the possibility that matters defined in it, such as risk categories, portfolio composition and investment objectives, may differ from our own definitions, which forms part of our Agreement with you.

The Trustee Act 2000 requires you to ensure that we comply with the policy statement and that you keep under review the terms under which we provide our service. The effect of these obligations under the Act is that, as the contractual basis of the relationship between us is contained exclusively in our Agreement, it is your responsibility as trustees to set out, review and where necessary amend your instructions and investment objectives in the Agreement to ensure that they are, and remain, in conformity with your policy statement.

We shall be pleased to accept instructions on behalf of the account from one or more individual nominated trustees or their agent, provided that all the trustees, signing jointly, authorise us to accept instructions given in this manner, either in our account application form or by way of an original or certified copy of a mandate to this effect.

Information regarding all direct and indirect holders of equity or debt interests in the Trust must be provided. You undertake to advise us promptly of any change in circumstances which causes the information regarding direct and indirect holders of equity or debt interests in the trust, or relating to the tax residency of the trust, or to become incorrect or incomplete, and to provide us with an updated declaration within 30 days of such a change in circumstances. This includes details of beneficiaries who receive a discretionary distribution in a given year and whose details have not yet been previously provided to us.

Where there is a change of trustee, the trustees must provide all material provided by us that is relevant to the management of the trust assets to a newly joined co-trustee. At our option this Agreement shall continue in full

force and effect and any successor trustee(s) shall be bound by this Agreement.

Client Money

We are not permitted to handle client money, and we cannot accept a cheque made out to us (unless it is in respect of a service for which we have sent you an invoice), electronic payments or handle cash.

Overseas Money and Assets

In the event that your money and assets are invested and held outside the UK, they may be held with an institution located in a jurisdiction outside the UK, where the legal and regulatory regime will be different to that of the UK and your rights in relation to your money and assets may not be the same as when we hold it with a UK custodian nominee or UK bank. In particular, if the overseas entity becomes insolvent your money and assets may be treated differently from the position which would apply if the money was held in a client bank account or custodian nominee in the UK and it may therefore be less secure, and the UK Financial Services Compensation Scheme does not apply.

Money Laundering compliance

We are required by law to operate procedures pursuant to the Money Laundering Rules, which will include requesting that you or the controllers of the entity (trustees, beneficiaries, directors, settlors and in certain circumstances shareholders) provide us, if required, with documentary proof of identity, proof of address, source of funds and/or source of wealth. You agree to comply with any such requests promptly and new monies will not be accepted without these requirements being applied. You agree that we may receive and retain documentary proof required by the Money Laundering Rules and can disclose it to any government authority that is legally entitled to request it.

If you are resident in the UK, we may undertake an electronic check to corroborate the personal identity information you have provided. The check will be undertaken by a reputable referencing agency, which will retain a record of that check. This information may be used by other firms, financial institutions, etc. for fraud prevention purposes. Details of the service we use are available upon request.

Where an electronic check of personal identity information is neither appropriate nor successful you will be asked to provide documents to establish the validity of your personal details. These will generally be a suitably certified copy of your passport or photo card driving licence and a copy of a recent bank statement or utility bill or other documents acceptable to us, but other documents may be required by us depending on the circumstances.

We reserve the right not to make payments to or deliveries of stock to or to receive payments or deliveries of stock from third parties and not to make payments to or receive payments from bank accounts not in your name or held in a jurisdiction outside of the EU. In any case we only make such payments on an exceptional basis rather than on a regular basis.

If you invest in some products, we may be requested by the product provider to forward to them copies of any verification of identity and address documents that we have obtained from you. You agree that we have your permission to forward these documents to such persons if so requested. We may also be required to pass these documents to our bank, another institution, tax authorities, regulatory bodies or law enforcement agencies. You confirm that we have your permission to forward these documents to such persons if so requested.

We are subject to legal requirements to make reports if we know, suspect or have grounds to suspect money laundering, terrorist or other such related activities. We may also cease to act without explanation in certain circumstances. We are not normally permitted to inform anyone (including you) of the fact that we have made such a report. We will not be liable to you for any liabilities, losses, costs or expenses suffered by you that arise out of our compliance with our legal requirements.

We will not accept cash from you or on your behalf, whether in payment of our fees or otherwise.

We reserve the right to use third party data sources for the purposes of initial and ongoing screening of your personal information, to assist in the prevention of financial crime. Details of the services we use are available upon request.

Market Abuse & Insider Dealing

If you are a director or a senior executive of a listed company or other person subject to the Listing Rules Obligations, you must comply with the Listing Rules Obligations in respect of that listed company. You must disclose to us the name of any listed company where the Listing Rules Obligations applies to you and advise us of any close periods in respect of that listed company. You agree that you will not, by deliberate or negligent act or omission, commit market abuse. Market abuse (as defined by The Market Abuse (Amendment) (EU Exit) Regulations 2019 (SI 2019/310) or insider dealing (as defined in part V of the Criminal Justice Act 1993). Market abuse is a civil offence for which you can be fined and ordered to pay unlimited restitution. Insider Dealing is both a civil and a criminal offence for which you can be fined and imprisoned.

Bribery, Corruption and Tax Evasion

We do not tolerate instances of bribery or corruption. We have implemented and will maintain suitable anti-bribery and corruption procedures which comply with the Bribery Act 2010. These procedures cover all aspects of our business. We have put in place procedures to prevent the facilitation of tax evasion with the requirements of the Criminal Finances Act 2017. We will not take any action on behalf of a client or connected party which may facilitate tax evasion.

Tax and Legal Advice

We may ask questions about your personal tax position and may explain our understanding of the generic legal or tax position relating to our products or services. This is to provide you with information on those products or services and to assist us in selecting which products or services may be appropriate for you. Neither our firm nor our employees are qualified to render legal or tax or accounting advice or to prepare any legal or accounting documents. It is hereby understood and agreed that the onus is on you, to refer to a solicitor or accountant any point of law or accountancy that may arise during the course of discussions with us. You have sole responsibility for the management of your tax and legal affairs including all applicable tax filings and payments and for complying with all applicable laws and regulations. We have not provided and will not provide you with tax or legal advice and we recommend that you obtain your own independent tax and legal advice tailored to your individual circumstances.

Important note about your tax position

You confirm that you have been and are compliant with all tax declaration and reporting obligations relating to the Assets held in your Account(s) and any income or gains they produce. You will inform us of any changes in your circumstances that are relevant to your tax obligations, including any change in your tax residency, domicile, nationality or address. In some jurisdictions, we may be required to pass information about you to tax authorities or deduct withholding taxes from any interest or income we pay or pass on to you.

VAT

VAT means any tax chargeable under the Value Added Tax Act 1994 or successor legislation. Where by reason of any change in VAT law or any judicial ruling, a change in practice by HMRC, we are directed to treat as VAT exempt or otherwise not subject to VAT a service that was previously treated as subject to VAT, we shall only refund VAT to you to the extent that it is recoverable from HMRC and only in excess of any irrecoverable VAT liability that we have incurred. We also reserve the right to reprice our services to you to take into account the additional irrecoverable VAT liability that we incur. We are entitled to rely upon any information provided by you, or by any other person acting with your authority in order

to determine the VAT status of our services to you. If you, or any other person acting with your authority, provide us with inaccurate information that results in us applying an incorrect VAT treatment to our supplies to you, we reserve the right to recover from you any resulting VAT liabilities and costs that we incur in rectifying the position. Where we request information from you, or by any other person acting with your authority in order to determine the VAT status of our services to you, where this information is not provided to us within the requested timeframes, we reserve the right to apply the VAT treatment that we consider to be the most appropriate in the circumstances. It is your responsibility to inform us immediately of any changes in your circumstances that may impact the VAT status of our supplies to you (e.g. a change in your country of residence). This includes changes in circumstances that may prevent you from being able to continue to satisfy HMRC criteria in order for a supply made by us to be treated as VAT exempt or otherwise not subject to VAT.

Non-UK Taxation

If you are a taxpayer and/or resident outside the UK or hold non-UK Investments, you may be liable to account to non-UK tax authorities for any capital or income earned. You will retain sole responsibility in relation to these matters. Where, due to either UK legislation or to contractual arrangements that we have entered into with foreign tax authorities, we are required to identify your tax status and/or withhold tax, then you agree to provide us with all information as may be required and you further confirm that in the absence of all requisite information, we may undertake steps including:

- notifying the relevant tax authority.
- requiring the transfer of overseas investments to another custodian.
- arranging for the sale of such investments on your behalf; and
- withholding the appropriate level of tax on such capital or income

International tax compliance laws

International tax compliance laws require us to collect and disclose certain information about our clients. In particular, the International Tax Compliance Regulations 2015 require financial institutions to undertake due diligence in relation to their clients and to collect certain information, including information on tax residency status. We may be required to provide information about you, including your tax residency status, to HMRC. HMRC may subsequently exchange this information with tax authorities in other jurisdictions or with other governments under information exchange Agreements entered into under the provisions of the US Foreign Account Tax Compliance Act (FATCA) or the OECD Common Reporting Standard for Automatic Exchange of Financial Account Information (CRS). You may therefore be asked to provide additional information to enable us to satisfy these obligations. You agree to fully and accurately disclose such information when requested by us. Failure to provide such information when requested will mean that we are entitled to end the Agreement with immediate effect by written notice.

Protection and compensation under FSCS

We are covered by the Financial Services Compensation Scheme which considers compensation for investment business and eligible deposits separately. In certain circumstances, and in relation to the services provided to you under these Terms, you may be entitled to make a claim to the FSCS in the event of our default, depending on the type of business and the circumstances of the claim. This protection may only be available to certain types of clients (for example, it may not be available for corporate clients) and may be subject to certain limits, which will be reviewed from time to time.

Your eligible deposits with us (via the "Custodian") are protected up to a total of £85,000 by the Financial Services Compensation Scheme, the UK's deposit guarantee scheme. This limit is applied to the total of any deposits you have with us. Any total deposits you hold above the limit between these brands are unlikely to be covered.

In certain circumstances, in addition to the depositor protection, you may be entitled to make a claim to the Financial Services Compensation Scheme

in the event of our default if we have provided bad or misleading advice, managed investments negligently, undertaken misrepresentation or committed fraud. In general if you are a private individual you will be eligible to make a claim to the Financial Services Compensation Scheme. If you are a business (in particular a small business) you may be able to make a claim to the Financial Services Compensation Scheme. In respect of investments, an eligible investor is currently entitled to claim up to £85,000.

Where you are a beneficiary or policyholder in respect of a Portfolio or Account which is legally owned by a third-party provider (for example, where we are appointed to provide services in respect of your SIPP or assets held under an insurance scheme) your eligibility for, and access to, compensation under the FSCS may be otherwise than set out in these Terms. You should consult your third-party provider for details of the compensation arrangements that apply to their product.

Assets within your portfolio are protected under the FCA's rules on client money and safe custody assets ('CASS') rules and are not within scope of the FSCS rules. We may also, on occasion, advise on other financial products which are not regulated by the Financial Conduct Authority (FCA). The Financial Services Compensation Scheme does not apply to any of these products.

More detailed information about compensation provided by the FSCS (including the scope of the FSCS in relation to investment business and eligible deposits, the amounts of cover offered and eligibility to claim) is available on request. You should note that compensation limits may be subject to change by the FSCS. For further details of the relevant schemes, please contact the FSCS by calling 0800 678 1100 or visit their website at www.fscs.org.uk.

Best Execution Policy Summary

The purpose of this summary is to provide information to you on the essentials of our policy to enable you to understand our approach to best execution and to allow you, if you wish, to compare our approach to that taken by others. If you have any questions about this summary, please contact us.

While providing our services we undertake transactions in investments for you or on behalf of you to the custodian. When we do so, we aim to achieve the best possible result for you in terms of the cost of the investments, the associated costs of the transaction and other factors that may be relevant in the context of the specific transaction.

The rules which govern the way we aim to achieve the best possible result are described by the Financial Conduct Authority as 'best execution' rules.

We will consider a range of factors in aiming for best execution. Although cost is an important factor depending on the transaction concerned, we may also take into account:

- The need to move quickly and place orders with the Custodian for execution (we do not execute trades ourselves).
- The best execution policy of the custodian, where your assets are held (assuming they are also authorised by the FCA).
- The nature of the service we provide to you and any general or specific instructions you have provided to us
- The characteristics of the client, including the categorisation of the client as retail or professional
- The characteristics of the client order
- The characteristics of the financial instruments that are subject of the order
- The characteristics of the execution venues to which that order can be directed
- Whether we or the custodian combine your instructions with those of other clients. At times this may work to your advantage and others to your disadvantage.
- Whether we may, on occasion, instruct the Custodian to direct an order to a specific counterparty based solely upon market intelligence or potential liquidity advantage.

To enable us to achieve the best possible result for you on a consistent basis we have developed a best execution policy supported by appropriate internal procedures. A copy our Execution Policy is available at www.tacitim.com. A hardcopy of our Execution Policy can be made available to you on request.

General Considerations

Our best execution policy is supported by a number of general principles. These are:

- We will be dealing for you in two principal types of investment - exchange traded securities (e.g. equities) and single issuer products (e.g. collective investment schemes, structured products and hedge funds).
- We will take into account our understanding of your knowledge and experience of the financial markets, the types of transactions and dealings reflected in the way we have agreed with you that your portfolio will be managed and any general instructions you may give to us as to how we prioritise the effecting of the transactions for you. Where general instructions have not been given, we will use our discretion.

Specific Instructions

Please bear in mind that if you give us specific instructions as to a transaction in an investment, we will follow your instructions and that may prevent us from taking the steps we have designed and implemented to obtain the best possible result for the execution of the orders covered by your instructions.

Client Acknowledgement

You acknowledge that you have been made aware of and accept the nature, policy and process which we have in place for providing you with best execution. In the absence of express instructions from you, we shall have full discretion to choose a relevant broker venue from our current list.

Conflicts of Interest Summary

We will endeavour always to act in the best interests of you, our client. However, circumstances can arise where we or one of our other clients may have some form of interest in business being transacted for you. If this happens or we become aware that our interests or those of one of our other clients' conflicts with your interests, we will write to you and obtain your consent before we carry out your instructions and detail the steps, we will take to ensure fair treatment.

The purpose of our conflicts of interest policy is to:

- Identify the circumstances which constitute or may give rise to a conflict of interest entailing a risk of damage to our clients
- To establish appropriate mechanisms and systems to manage those conflicts; and
- To maintain systems to prevent actual damage to clients' interests through the identified conflicts.

In preparing the policy we have considered several factors including:

- Whether circumstances might arise where we make a financial gain, or avoid a financial loss, at the expense of a client.
- Whether we have an interest in the outcome of a service provided to a client or of a transaction carried out on behalf of a client, which is distinct from the client's interest in that outcome.
- Whether we have a financial or other incentive to favour the interest of another client or group of clients over the interests of a client.
- Whether we carry on the same business as a client; or
- Whether we receive or will receive from a person other than a client an inducement in relation to a service provided to the client, in the form of monies, goods or services, other than the standard commission or fee for that service.

Examples of the potential conflicts of interest we have identified include:

- Where we have confidential information regarding an existing or former client which would be of value to another part of the firm or to other clients of the firm;

- If a transaction carried out on a client's behalf relates to an investment in respect of which the firm or an associate may benefit from a commission, fee, mark up or mark down payable otherwise than by the client, and the firm or an associate may also receive fees from the counterparty to such a transaction.
- If the firm acts as agent for a client in relation to transactions in which the firm is also acting as agent for other clients and associates; or
- Where we have an interest in other financial services companies. Where this applies, details will be disclosed.
- Against this background our Conflicts of Interest policy can be summarised as follows:
 - Where a conflict arises the interests of a client will always be put before the interests of the firm and its employees.
 - Where the firm has a material interest in a transaction to be entered into with or for a client, all reasonable steps will be taken to ensure fair treatment for the client.
 - We have established procedures to ensure fair treatment between clients. For example, when executing an aggregated order for a client which is not filled, securities which are obtained are allocated fairly between clients.
 - We will not enter dealing arrangements that could compromise our ability to comply with our best execution obligations.
 - We have a policy designed to minimise the risk of conflicts arising in situations where staff receive or provide gifts/inducements from clients or third parties.
 - We have a personal account dealing procedure to reduce potential conflicts in situations where staff deal for their own account.
 - We have internal organisational arrangements which act as information barriers controlling the disclosure of information within the firm and preventing the unauthorised release of restricted information to other areas of the firm; and
 - We have a conflict of interest and personal account dealing policy that requires staff to act disregarding any material interest or conflict of interest when advising a client or dealing for a client in the exercise of discretion.

A copy of our Conflicts of Interest Policy is available at www.tacitim.com. A hardcopy of our Conflicts of Interest Policy can be made available to you on request.

Other benefits we may receive

From time to time, we may attend training events funded and /or delivered by product providers, fund managers and platforms. These events are designed to enhance our knowledge and ultimately therefore enhance the quality of service we provide to our clients. Further details are available on request.

Complaints

It is our intention to always provide the highest quality level of advice and service, but even in the best-run organisations things sometimes go wrong. Often these issues are simple misunderstandings, but however trifling or serious they are, your usual contact should be able to resolve them for you immediately, and we encourage you to contact us as soon as possible.

We recognise from time-to-time clients may have cause to complain about a service we provide to them. For this reason, we have a complaints procedure (a copy of which is available on request) to ensure that any complaint is properly investigated and resolved at the earliest opportunity. Any issues with our services should, at first instance, be addressed (in writing, by email or by telephone) to your usual key contact at Tacit with whom you normally deal, who will attempt to resolve the issue immediately. If this fails to lead to a satisfactory resolution of the complaint you are asked to contact our Compliance Officer at our Head Office.

In writing:

The Compliance Officer
 Tacit Investment Management
 14 Hanover Square
 London

W1S 1HN

By phone:

+44 (0)203 051 6450

By e-mail:

compliance@tacitim.com

If we are unable to assist you further, or you are an Eligible Complainant and you are dissatisfied with our response you may be able to refer your complaint to the Financial Ombudsman Service ('FOS') for independent assessment. The Financial Ombudsman is a free and independent organisation that specialises in settling disputes between clients and financial firms. The Financial Ombudsman Service can be contacted on 0800 023 4567 or at www.financial-ombudsman.org.uk.

Your personal data and information

To provide our services, we need to collect information about your personal and financial circumstances. Generally, this is the lawful basis on which we intend to rely for the processing of your data. For the purposes of the Data Protection Act 2018 (DPA) and Applicable Regulations we are a 'data controller'. We will only ever use your Personal Data in accordance with the relevant Data Protection Legislation, this Agreement and our Data Privacy Notice, as may be amended from time to time, a copy of which is available on our website (www.tacitim.com), by emailing us, or by writing to our registered office.

To provide our services to you, it may be necessary for us to process Personal Data about someone other than you (e.g. your family members). This Personal Data may come from you or a connected third-party. By providing us with their Personal Data, you confirm to us that you are authorised to provide this information from that individual as part of the provision of the services that you require.

You acknowledge that we may disclose information arising from or in connection with our relationship with you to any court or tribunal, government, regulatory, law enforcement, fiscal or monetary authority or agency where reasonably requested to do so or if required by applicable law, regulations or guidelines and to third parties solely where required for the purpose of administering your account.

We may share your Personal Data when we engage the services of third-party providers of professional services (and may transfer it overseas) where it is necessary order to comply with our regulatory obligations and applicable laws (including Data Protection legislation), or to enhance the services we provide to you. These parties may also need to process your personal data in the performance of their contract with us. Your personal information may be transferred electronically and we, or any relevant third party, may contact you in future by what we believe to be the most appropriate means of communication at the time (e.g., telephone/ email /letter etc.). We may undertake a search with a third-party for the purposes of verifying your identity (such as the Electoral Register, or credit and fraud prevention agency, searches. To do so the third-party may check the details we supply against any particulars on any database (public or otherwise) to which they have access. The organisations to whom we may pass your details also have their own obligations to deal with your personal information appropriately. Sometimes a product or service may be administered from a country outside Europe. If this is the case, the firm must put a contract in place to ensure that your information is adequately protected in line with standards in force from time to time in the UK.

In accordance with any marketing preferences, you have notified to us, we may from time to time contact you (in person or by post, email or telephone) with information about events, opportunities and additional services offered by us and other members of the Tacit Group. If, at any time, you want to change your marketing preferences, please contact us and your details will be removed from our mailing list. If you receive marketing communications from us by email, you can always click the 'unsubscribe' button within each email.

Our processing of your Personal Data relies on your consent, and we will issue you with our Data Privacy Notice. This is a separate document which

provides more information about the nature of our personal data processing activities and includes details of our retention and deletion policies as well as your rights of access to the personal information that we hold on you. As part of this Agreement, we'll ask you to consent to the transfer of personal information in accordance with the protections outlined above. You may withdraw your consent at any time. Please note that if you withdraw your consent or fail to provide us with the Personal Data requested by us, this may also affect our ability to provide the services to you in accordance with this Agreement, and it may mean that we are unable to provide the services you have requested.

For more information on our lawful basis for processing your Personal Data, please see our Data Privacy Notice which is available on our Website (www.tacitim.com), by email or by writing to our registered office. If you have any questions, issues or concerns you would like to raise about how we process your Personal Data, please speak to us.

Telephone calls and Electronic Communications

Telephone calls and Electronic Communications between you and us may be recorded (including to the extent and in the manner as may be required by the Regulatory Rules or any other applicable law) and may be used as evidence of your instructions and/or if there is a dispute. Such records will be available for a period of five years (or where requested by the FCA for a period of up to seven years) from the date the record is made. Any Personal Data captured in accordance with this term shall be treated in accordance with term and our Data Privacy Notice.

Financial Planning & Advice Services

Our Services

Our permitted business is advising on and arranging pensions, savings and investment products and non-investment insurance contracts. We offer two financial planning and advice services, and you will be asked to confirm which type of financial planning and advice service you require when you sign your Client Services Agreement. Whichever Service you choose, we will provide you with advice that is suitable for your requirements. Our two services are:

Wealth Management Service

This service blends our Discretionary Investment Management and ongoing Financial Advice Service and is designed for clients that may have more complex financial needs, require a review of more than one area of their financial picture. This service may be suitable for clients who want to combine comprehensive financial planning and regular ongoing reviews which enables you to develop a strategy for managing your financial affairs, which may also consider your wider family, to achieve your financial aims and objectives. As part of this service, we will conduct a regular review meeting to determine the ongoing suitability of the products you have asked us to review and where any changes are required to meet your personal and financial objectives/needs we will address those.

Financial Advice Service

This Service is designed for our existing Discretionary Investment Management clients who require streamlined and targeted financial planning advice or may have a common non-complex or specific question in one or more key areas of their financial planning needs and require professional one-off advice and do not require ongoing monitoring and advice. As we are not providing an ongoing service, we will not monitor whether our advice is still suitable for you later should your needs or circumstances change, unless you specifically ask us to do so.

Our Advice

Before providing advice, we will assess your needs, consider your financial objectives, and assess your attitude to any risks that may be involved. If you do not want to discuss a particular area of financial planning and that area should not form part of the advice given, we can exclude it, if you instruct us to do so. Our advice may therefore be different from the advice we would have given had you not instructed us to exclude that area of financial planning.

Our advice will be specific to your circumstances and intentions at the point of issue. The advice should not be relied upon and nor will it be suitable for a different use at a different time, in different circumstances or to achieve other aims, or for the use of others.

As relevant rules and legislation are subject to change, you should ask us to review any advice previously given if a transaction is delayed or is to be repeated, or if an apparently similar transaction is to be undertaken.

Any advice we give you will normally be in writing, but if given orally will be recorded on your file. Details of your objectives will be included in a suitability report which will be issued to confirm our recommendations. Our advice shall be provided to you on the understanding that there shall be no restriction on the types of investment we may advise you on or arrange transactions in for you, nor shall there be any restriction on the markets on which such transactions may be carried out unless you notify us in writing of any such restrictions.

We are authorised to provide advice on all Retail Investment Products (RIPS), including but not exclusive to life cover, pensions, and investments in collective investment schemes, individual savings accounts, structured products, and other investments. We are classed as providing restricted advice because when investment management services are suitable, we will usually recommend our in-house solution, however for non-investment management services, we will establish your needs and objectives, then conduct a review of the wider financial planning market and recommend a solution, bearing in mind your best interests.

When advising you on your investments or managing them for you on your behalf, we are unbiased and consider the investment market available to UK retail investors. Where we recommend our investment strategies and services to you, these will be recommended based on your personal circumstances, financial goals and objectives.

We may also, on occasion, advise on other financial products which are not regulated by the FCA under the Financial Services and Markets Act 2000. The Financial Services Compensation Scheme does not apply to any of these products.

We will confirm any recommendation we make in writing along with details of any special risks that may be associated with the products or investment strategies we have recommended.

Our services will be directed towards achieving investment objectives specified by you from time to time, and our understanding of these will be clearly stated in our correspondence with you at the time those services are provided. We will communicate with you in English and wherever possible jargon free and plain English.

Provision of service

Full financial review

Where a full financial review is to be undertaken, the advice process will consider your full range of needs, including debt and protection.

As a first step, we will need to obtain complete and up-to-date information about your personal circumstances and your financial investment objectives. Once all your information is assembled, we will analyse your present financial situation. The analysis could include a review of your assets and liabilities; your current and projected income; your current insurance arrangements; your retirement provision; your investments; and your inheritance tax liabilities, in line with your requirements.

Please note that any products we have arranged for you will only be kept under review as part of an agreed on-going service for which you agree to pay. Any on-going service will be agreed with you in writing. We may contact you in the future by telephone, email or post should we wish to discuss the relative merits of a particular product or service which we feel may be of interest to you.

As a Wealth Management Service client, you agree that we will provide an on-going advice service. This will usually include a regular review of your financial plans and on-going access to a Wealth Manager

Focused advice

If you specifically instruct us that you do not wish to discuss a particular area or areas of financial advice, and those area(s) should not form part of the advice given, this will be considered to be focussed advice. In which case, the standard advice process stages above will be followed but specifically excluding the requested area(s). You must be aware that if you limit the information provided or the scope of advice you want, this may detract from the completeness of the advice given, and that any information not disclosed could affect how appropriate that advice is to your circumstances.

Client assets

Your assets will usually be registered in your name or if you agree in the name of a third-party custodian. We will not handle Client Money, and any payment must be made payable to the relevant financial institution or insurance company. Where investments are registered in your own name, we will forward all documents showing ownership of your investments as soon as practicable after we receive them. Where a number of documents relating to a series of transactions are involved, we shall normally hold each document until the series is complete, and then forward them to you. During the period we are holding the documents, they will be kept securely in our offices.

Change of agency

On completion of a request to transfer the agency of an individual product, we will accept responsibility for the provision of its services in relation to the product from the date on which the 'product provider' effects the change.

We accept no liability for advice given by third parties prior to the transfer date, and the Agreement lasts only whilst we remain the servicing agent. Similarly, where we transfer the agency of an individual product to a third-party advisor, we will cease to be responsible for any ongoing service from the earlier of the date the transfer is requested and the date the third-party commences provision of its services.

This only applies to full transfers of agency, and not where an 'information only' letter has been provided but the servicing agent remains unchanged.

Cancellation of Ongoing Financial Advice Services

Wealth Management Service clients may at any time terminate the ongoing financial advice services you receive from us, either completely (and only receive investment management services) or in relation to a particular product, by giving us written notice specifying the date on which you wish these services to cease (which may be immediately). You do not need to provide any reason for your decision. We will charge for the terminated advisory services in accordance with the applicable Schedule of Fees & Charges up to the date of termination of these services.

If you terminate our financial advice services in relation to a particular product, we will continue to provide advisory services in relation to other products and will charge for these services according to the applicable Schedule of Fees & Charges.

As a Wealth Management services client, if you terminate all our financial advice services without terminating our entire relationship, unless we are providing an additional service such as Discretionary Management Investment Management or Custody & Execution Only, we may not be able to provide a service to you and will treat your account as dormant and may terminate our relationship entirely. If you wish to terminate the entire relationship between us you may do so following the procedures for termination set out in these Terms.

Reporting to you

Valuations

When we have arranged investments on your behalf and you have engaged us to provide on-going advice on these investments you will normally get either direct from the product provider, or via ourselves, an annual statement showing the value of these investments.

We do not undertake and will not have any responsibility to automatically review the performance of these investments or advise you about your financial position when changes are made to any tax or other relevant regulations and legislation unless we have agreed to this in writing.

Where you are not receiving an ongoing advice service, at your request we are prepared to review any investments which we have arranged on your behalf on such terms as we may agree with you from time to time, and for which a fee may be levied (which will be communicated to you before such review commences).

Key features and similar documents

We will provide key features documents, key investor information documents or simplified prospectuses prepared by the product provider to you as a Financial Advice Services client.

Our charges

All charges and fees will be agreed and confirmed with you before we undertake any work for you. Details of our charges are set out in the document 'Schedule of Fees and Charges', and fall into two categories:

- ▢ **Ongoing Service Charges** - based on the value of your investments and the risk profile of your investment mandate(s) we advise and manage for you.
- ▢ **Fixed Financial Advice Charges** - based on the areas of advice, complexity and the number of products or policies under review.

We believe that regular, ongoing advice enables us to review your circumstances ensuring that your investment portfolio and financial plan continues to meet your objectives. We are paid this way because we firmly believe that it aligns your interests with ours, and our fees consider the planning, analysis, research, complexity and the skills needed to complete the work.

Payment for our services will be based on the charge agreed between us. Our fees and charges can be paid either by bank transfer, cheque, or your investment portfolio, where we are allowed this. We do not accept payments by cash. The relevant invoice may be sent to you at any time. Upon receipt of an invoice, payment will be required from you within ten Business Days.

The most common way of settling our Ongoing Service Charges for our Wealth Management and Investment Management Services (including our Custody & Execution Only Service) is by deduction from your investments held with the service provider, platform and custodian (where your investments are held).

You agree to pay our fees and charges plus costs and expenses we incur on your behalf. You also agree to be responsible for any costs and losses that we incur in providing our services to you except where such costs and losses are caused by us in circumstances where we fail to carry out our duties with reasonable skill, care and diligence.

In some circumstances, we may receive commission from a product provider in relation to a financial product we have arranged for you. If we are to be paid a commission, we will tell you the amount before we arrange the product for you. Please note that if we arrange for you to effect a policy from which we receive commission and subsequently you cease to pay premiums which results in us refunding the 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 (the amount and time frame of the commission which could be clawed back is dependent on the product chosen).

For the avoidance of doubt, any cancellation provisions that relate to an investment product will not necessarily enable you to cancel the services set out in the Client Service Agreement and you may still be liable to pay our fees for financial advice even if you cancel an investment product in accordance with the cancellation terms of the product.

Where we recommend or market the services provided by another firm to you, we will, where required by Applicable Law, aggregate the costs and charges of the services provided by the other firm and disclose these to you together with the costs and charges relating to the services we provide to you.

Where we have or have had an on-going relationship with you during the year you will also be provided with an annual summary of the costs and charges that you have incurred. You may request a breakdown of the costs or charges applicable to you at any time. If you would like to receive such a breakdown you can do so by contacting your usual key contact.

There is a possibility that other costs, including taxes, related to transactions in connection with investments may be charged to you that are not paid via us or imposed by us

We reserve the right, after notifying you, to refer a debt which you are unable or unwilling to pay to a debt collection agency to recover our funds and any costs incurred to recover a debt including legal costs. We also reserve the right, at our absolute discretion and without further notification, to sell the debt in its entirety to another party.

Dealing on a different basis to your service category

As a Financial Advice Service client if you wish to proceed with an intended transaction, different to our specific advice, we may accept your instruction as having been given on an "insistent client" basis. We will, however, ensure that this transaction is suitable for you and if we believe the course of action to be unsuitable, we will not proceed on an "insistent client" basis and reserve the right to not execute your instructions.

Discretionary Investment Management Service

The Service

This Service is designed for clients requiring professional investment management who wish to delegate the day-to-day management of their investment portfolio. If you select a discretionary service, we will manage your investments on a discretionary basis (this includes buying, selling or holding investments), giving us general authority to manage your investments and to enter transactions and undertake other actions on your behalf at our discretion without informing you first, subject to these Terms. In providing this service we may undertake transactions in relation to a wide range of investments as listed in **Section 5 Investment and Risk Warnings**.

Any discretionary investment management proposals (or recommendations where appropriate) that we make will only be made after we have assessed your needs and considered your financial objectives, your capacity for financial loss and attitude to any risks that may be involved. We will contact you from time to time and ask for up to date information on your personal and financial circumstances. If we are unable to check this because you do not provide us with the information, we may have to stop providing services to you.

This service does not provide any broader financial planning and/or tax planning services e.g. capital gains tax and inheritance tax considerations and accept no responsibility for your broader financial / tax planning arrangements or requirements. It is recommended that you speak to your normal financial advisor in relation to these areas.

Your Investment Management Agreement

Before providing you with a Discretionary Investment Management service, we will carry out an assessment of your personal and financial circumstances and agree with you your investment objective and risk category for each relevant service or for your assets generally.

We will ask you to sign an Investment Management Agreement (the 'IMA') which will record your agreed investment mandate or strategy for each relevant service or for your assets generally your investable assets with us. The Investment Management Agreement sets out our understanding of the investment risks that you are prepared to take to achieve your specific investment objectives, and any restrictions which you can ask us to apply when managing your portfolio in terms of the types of investments or markets we can consider, or instructions you may have given to us in respect of the ongoing management of your portfolio.

We will apply the investment mandate or strategy that has been agreed with you to all the investment accounts detailed in the Investment Management Agreement. If you wish some of your accounts to be managed to a different investment strategy, then you will need to complete a separate Investment Management Agreement for each portfolio.

We will ask you to review your Investment Management Agreement at regular intervals and to advise us in writing of any material change in your circumstances and requirements. You acknowledge that changing from one investment mandate to another may involve a temporary period of alignment during which your investments may not match a specific investment mandate. A temporary period of alignment may also occur for new clients before receipt of the signed Investment Mandate Agreement. Please note that any assets held by us will not be managed during this period.

Consolidated Portfolios & Account Consolidation

Your investments are held in individual accounts, and where you have more than one account within the same investment mandate, investment objective and risk category we may/are able to consolidate these accounts and apply the investment mandate or strategy indicated in your Investment Management Agreement across all the account(s) to form a consolidated portfolio for the purposes of asset allocation, where it is appropriate. Account consolidation for the purposes of asset allocation enables us to make decisions across all your accounts within the same investment mandate in the best interests of your Portfolio as a whole.

Should you wish to have your account(s) managed on a consolidated basis, you should understand that managing them on this basis has additional implications and risks which you will be asked to acknowledge in your Investment Management Agreement as follows.

- You understand that the investment strategy is applied at a consolidated level and not to the individual account(s)
- You understand that individual investment accounts may hold concentrated positions in asset classes and individual securities and may therefore be less diversified compared to your chosen investment strategy
- You understand that individual accounts that form part of your consolidated portfolio may have differing total return and risk to capital profiles to each other and to your chosen investment strategy and risk profile.

Managing your investment portfolio

When providing our discretionary investment management services and managing your investment portfolio, we will have regard to the investment mandate for that portfolio, as recommended and agreed with you by your Investment Director. We will monitor your investment portfolio, with a view to achieving the investment objective. When providing our services we will take account of any parameters forming part of your investment mandate and our obligations regarding suitability of our decisions taken whilst managing your portfolio, under the Regulatory Rules.

Your Investment Director will ensure that transactions for your portfolio are suitable for you given your investment mandate, investment objective and risk category and any other investment restrictions which you notify to us in writing and which we accept. We will use reasonable endeavors to achieve the Investment Objective but there are a variety of external and other factors that may prevent the objective from being achieved and will

not be responsible if it is not achieved. Your investment portfolio will not be considered breached as a result of any events or circumstances outside our control, including, but not limited to, changes in the price or value of assets in your Portfolio, or in a particular security, brought about solely through movements in the market. However, in circumstances where your specific Investment Mandate would have been breached by such events or circumstances, we will use our reasonable endeavours to address any such breach as soon as reasonably practicable.

Your Investment Director will not be responsible for any fall in the value of the investments or for taxation charges arising for any reason. The risk category you select will apply to the overall composition of the portfolio rather than individual holdings and therefore, some lower or higher risk investments may be included in your portfolio when appropriate.

In providing our discretionary investment management services, we are generally able to purchase investments for you across the whole of the relevant investment market, subject to the Regulatory Rules, these Terms and any restrictions imposed on us by your or tax wrap provider (such as a personal pension administrator). We are not limited to, and are not incentivised to, purchase products or investments or use particular providers. However, to meet the requirements of some investment mandates, we may deem it appropriate to invest wholly, predominantly, or partly in collective investment schemes or funds. If we decide to invest in a Collective Investment Scheme for you, the return which you receive on the shares or units which we invest in for you will be subject to the costs of managing and operating the relevant collective investment scheme. In exercising our discretion, we may choose classes of shares or units which incur higher charges than others, if we think they best meet your requirements.

We shall have full authority to manage the composition of your account and to enter any kind of transaction or arrangement in respect of investments as agent on your behalf, subject to our Agreement, at our discretion and without reference to you, and full discretion to deal with Corporate Actions and Voting Rights in relation to assets in your Portfolio. Normally acting as your agent, we may enter into any kind of transaction on your behalf in respect of your portfolio using a broker or agent if we choose (whether by way of purchase, sale, retention, exchange or other dealing, by the making of deposits or offers for sale, by the acceptance of placings, or otherwise) in respect of any investments and other assets and any markets.

Where your investments are held overseas, there may be different settlement, legal and regulatory requirements from those applying in the United Kingdom, together with different practices for the separate identification of clients and investments.

We will not borrow on your behalf, nor will we commit you to a contract that may need borrowing in order to achieve performance. We will not commit your monies to an obligation as an underwriter of any issue or offer for sale of securities. Our responsibilities to you in respect of your investments will be limited to the management of your portfolio as covered by this Agreement.

Monitoring your investment portfolio

We will also agree with you a specific benchmark against which we will measure the performance of your account. The valuation report we send you will include a comparison of your account's performance against the applicable benchmark. Please note that we do not guarantee to produce any particular level of performance, or any out performance of a given index or other such benchmark.

Whilst we may make investment decisions in common for a number of client account(s) including your account(s), your Investment Director will maintain a degree of autonomy in decision making to manage your investments, subject to monitoring and supervision carried out as part of our investment process. We monitor portfolios on a regular basis to ensure that any variations between portfolios with the same objective remain

within acceptable ranges, however, you should be aware that given the subjective nature of individual discretion and any investment restrictions that you may impose, you may outperform or underperform the "average" client portfolio.

Your investment mandate, investment objective and risk category and the appropriate benchmark will be notified to you in writing and may be amended from time to time with your consent.

Investment Restrictions

Except as expressly agreed with you, or instructed by you, no restrictions shall apply to the making of investment transactions on the amount or proportion of your portfolio which may be invested at our discretion in any one category of investment or in any one type of investment, which may include transactions in investments which are Non-Readily Realisable Investments, or to the holding of cash, other than where disallowed by the Treasury Regulations in the case of ISAs. You may specify restrictions on our discretion. Such restrictions should be confirmed by you in writing or be noted as part of the Investment Management Agreement when entering into this Agreement.

Non-Discretionary Holdings

You may on occasions instruct us to enter into specific transactions on your behalf (described as non-discretionary transactions). Where investments are undertaken or held on a non-discretionary transactions basis, these will be agreed with you in writing, to hold or purchase or otherwise deal with certain investments within your portfolio on a non-discretionary basis, and you agree that we need not advise as to whether such investment is suitable for you or in keeping with your agreed investment mandate and stated objectives. We accept no obligation to monitor the suitability or performance of investments that you acquire on this basis, and you will in such circumstances be a Discretionary Client in relation only to the discretionary transactions that we undertake on your behalf. We shall not be held responsible for any loss resulting from any non-discretionary investments within your portfolio.

Key features and other notices

We will not provide you with key features documents, key investor information documents or simplified prospectuses in relation to the products we invest in on your behalf. However, should you require such documents please request a copy from your Investment Director. When you hold an investment and the Rules require that you receive periodic notices, we will normally arrange for these to be provided by our custodian or the product provider, failing which we will supply you with a copy ourselves.

Corporate Actions & Voting Rights

We shall have full authority to manage the composition of your account and to enter any kind of transaction or arrangement in respect of investments as agent on your behalf, subject to our Agreement, at our discretion and without reference to you, and full discretion to deal with Corporate Actions and Voting Rights in relation to assets in your Portfolio. We are not obliged to attend, speak or vote at any meeting in respect of any of the investments held by the custodian nominee company, and we do not provide specific confirmations in relation to actions taken on a corporate action.

We will (subject to our Conflicts of Interest Policy) exercise or refrain from exercising any Corporate Actions or Voting Rights in our absolute discretion if we think it is in your best interests to do so. You agree to ratify and be bound by our decisions in this regard. Unless we agree otherwise with you, where we hold assets which give you rights in relation to a company, including if we become aware of any proposed class action or group litigation, where such assets are held by us in connection with our Discretionary Investment Management Service, we may deal with these matters at our sole discretion (including taking no action). Where such Assets are held by us under any other service:

- We will not be responsible for taking any action in relation to these matters.

- We will not be obliged to notify you or obtain your instructions in relation to these matters.
- If we do seek but do not receive your instructions by any deadline stated by us, we will take such action as we consider appropriate (including taking no action); and
- If we seek and receive your instructions by any deadline stated by us, we will take such action as we reasonably consider appropriate, including action that does not accord with your instructions where following such instructions is not reasonably practicable.
- Deduct the total amount of the payments (including instructions relating to the purchase of investments) that you have asked us to make from the account(s) which have not yet been paid.

We do not have to take account of regular credits, or any amounts received after we have decided not to make a payment. Please be aware that we are unable to make any payments from your account to individuals other than yourself.

Interest on Cash, Dividend Income and Entitlements

The Custodian will collect any income and interest arising from the assets on your behalf. Dividend payments and interest will be paid in cash, following deduction of any applicable tax and will only be available to you following market settlement of such payment and paid to your account at a frequency determined by the Custodian. Details of the interest rates on cash balances paid to you will be notified in your periodic reports or on request.

Please note that:

- Where required by Applicable Law, the Custodian may deduct tax from interest and other payments due to you.
- If interest received or payable to you becomes a negative rate, the Custodian reserves the right to pass on the negative charge to you in full

Where your assets are pooled with those of third parties:

- The Custodian will allocate any income or entitlements pro rata, rounding down to the nearest whole unit or share; and
- The accumulated amount of any undistributed entitlements arising from this process will be sold and the proceeds allocated pro rata, provided that the Custodian will not need to distribute any small amounts below a level we tell you and may pay them to a charity of our choice.

Income in respect of investments may be reinvested, paid out or part reinvested, and part paid out on a regular basis, as agreed between us. Where you elect to receive monthly payments of income you acknowledge that we may in some cases estimate the likely income available in respect of your investments over the year and pay out a proportion of such estimated amount each month. If the actual income available in respect of your investments is less than we have estimated, you may receive a repayment of capital as well as income in a monthly distribution. Please be aware, if there are insufficient funds available in your account, we reserve the right to make no payment or part payment.

Encashing Your Assets

If you ask us to transfer cash to you, we will first check whether:

- There are sufficient funds available in the relevant currency in your assets or account(s); and
- These funds available are not needed to settle any transaction under the Agreement.

If these conditions are not met, we will take reasonable steps to:

- Convert cash held in an account(s) to the relevant currency; or
- Liquidate or, as applicable, convert your Assets (in a manner we reasonably decide), to realise the amount required in time to make the transfer in full. You acknowledge that this might result in you obtaining a worse price for your assets than might otherwise be the case if they were disposed of in the ordinary course of business.

We will then transfer the funds to you:

- Once sufficient settled funds become available in the relevant currency; or
- On any later date you specify in your instructions (or, where that later date is not a Working Day, on the next following Working Day).

In deciding whether you have funds available to make a payment, we:

- Add together the amount in your account(s); and

Client Reporting

Discretionary Investment Management

Where you receive our discretionary investment management service, we will, unless agreed otherwise, provide a valuation report showing all transactions during the relevant period and all your assets and liabilities at the end of the relevant period, on at least a quarterly basis. Such reports will normally be provided within 30 days of the end of the period to which the report relates. You may choose to receive valuation statements on a more frequent basis and/or elect to receive contract notes on a transaction-by-transaction basis.

Each periodic report will include the information required by the Regulatory Rules and in particular a valuation of your Portfolio, details of transactions carried out in respect of your Portfolio, and a statement of monies held on any Account with us. You should check the contents of the periodic reports and confirmations we send you carefully and let us know as soon as possible of any inaccuracy.

Contract Notes

For all other services, each time we execute a transaction on your behalf, we will provide a contract note setting out (among other things) the amount you will receive or pay on settlement, and send it to you by:

- The first Working Day after execution; or
- The first Working Day after we receive confirmation from a third party who has executed the order

You should tell us as soon as possible if the information on any contract note we send you is incorrect. If the original contract note is incorrect, you agree to return it to us if we ask for it and repay any overpayments immediately. We may purchase replacement investments at your cost. We will charge you interest on any overpayment where we consider it reasonable to do so.

You must notify us immediately:

- If you do not receive a contract note by post or electronically (if that is your preference) informing you that we have carried out your dealing instructions within three working days of issuing your dealing instructions to us; or
- If you receive a contract note of a deal which you did not place.

We will provide information about the status of any pending order, on your request.

If you purchase units or shares in a Collective Investment Scheme and your orders are periodically executed as a series of orders, you will receive a contract note at least once every six months detailing each order executed during that period.

Custody Statements

You will receive a statement at least once a year (subject to Regulatory Requirements) detailing all investments and any money held by the Custodian in your account at the end of that period. This information may be included within the valuation report that we routinely send to you.

Costs & Charges Statement

You will receive an annual statement detailing all of the costs and charges borne by you in relation to the management and administration of your investments. In addition to the standard costs that come directly from the portfolios such as management, dealing and administration fees; on an annual basis, we will provide a breakdown of the costs of the underlying instruments that we use in your portfolios. These costs are not borne by

your portfolio directly but are reflected in the price of the instruments when looking at your portfolio performance.

Tax Voucher & Capital Gains Tax Report

If applicable to your Investment Management Service, we will provide you with an Annual Tax Pack / CGT Report and a Consolidated Tax Certificate.

Valuations and Benchmarks

Valuations of your Assets in a periodic statement (or generally) will be based on:

- Any market information we reasonably consider appropriate; and
- Information from sources we reasonably believe are reliable.

We will send valuations of your portfolio every quarter. Unless otherwise agreed, we will not provide information about executed transactions on a transaction-by-transaction basis.

Your statements may show transactions that have not been settled, but we are not required to include unsettled transactions in your statements.

In order for you to be able to assess the performance of your portfolio, benchmarks are used against which your portfolio performance can be compared. The benchmarks against which your portfolio can be assessed are confirmed in your Investment Management Agreement.

The base currency of your portfolio will be Sterling (GPB) unless agreed otherwise with you in writing.

We are not responsible for any inaccuracies in the information we rely on. As prices fluctuate, the value of your Assets may have changed by the time you receive the statement.

Corrections

If we or a counterparty make an error executing your order, we may choose to correct the error either through or outside your Account. If we correct the error through your Account, you will see the steps taken to correct the error. We will try to make the correction outside your Account if we believe there could be a change in your Tax Obligations if the correction is undertaken through your Account.

Custody & Execution Only Service

The Service

This service is a supplementary service only available to Discretionary Investment Management Service clients. This service is designed for clients who prefer to make their own investment decisions with no advice from us on a proportion of their investable wealth held with us. This means that we will not advise you about the merits of a particular investment or transaction (this includes buying, selling or holding investments) and we will not be required to ensure that the transaction or investment is suitable for you.

When we provide a "Custody and Execution Only Service", our continuing service obligations to you in relation to that transaction are minimal. This means that:

- We are not obliged to ensure the transaction is suitable for you.
- You must ensure that you have obtained appropriate information to enable you to make an independent assessment of each and every transaction.
- Any such transactions entered into by you are based on your own judgement and not on any representations, trading suggestions, recommendations, research or information you may have received from us.
- We do not accept responsibility on a continuing basis for advising on the composition of your account(s) or portfolio. We are under no duty to monitor or notify you of movements in your account.
- You will not benefit from any protection accorded to Retail Clients by the Regulatory Requirements relating to the suitability of the transaction for you.

In addition, we do not take any financial responsibility for transactions we undertake for you on an execution-only basis. This means that:

- We will not be liable if any transaction we effect for you results in an overdraft, uncovered position or other unfunded liability, or borrowing against assets in your account(s), or is not fully covered by the security you have provided.
- You remain responsible for any transactions undertaken for you before the date our relationship is terminated until final settlement.

This service does not provide any broader financial planning and/or tax planning services e.g. capital gains tax and inheritance tax considerations and accept no responsibility for your broader financial / tax planning arrangements or requirements. It is recommended that you speak to your normal financial advisor in relation to these areas.

Complex investments

Some investments are categorised as "complex" (i.e., one that is deemed complex in accordance with FCA rules, such as a warrant, some types of investment trusts, or structured UCITS Fund). If you wish to invest in these instruments, then we are required to assess whether investment in such instruments is appropriate for you before we carry out any transaction. If we arrange for the purchase on your behalf of a PRIIP or UCITS Fund, we will provide to you a copy of the relevant KID or KIID, as applicable, in good time before the transaction is concluded.

We will tell you if an instrument is categorised as "complex" and we will ask you to respond to an appropriateness test questionnaire so that we have relevant information to make the assessment. This is because we must determine whether you have the necessary experience and knowledge to understand the risks involved in dealing in complex investments. This is not the same as assessing the suitability of a particular transaction because the appropriateness assessment relates to the overall product and does not consider your investment objectives, financial resources or personal circumstances.

Where we are satisfied that a particular type of complex product is appropriate for you, we will execute the transaction on your behalf. Any decision to enter into a particular transaction remains your responsibility. If you do not complete the appropriateness test form or if we determine that investment in that type of complex product is not appropriate for you, we will provide you with a warning before executing the transaction. If, despite the warning you ask us to proceed with the execution-only transaction and we execute it for you, you shall be solely responsible for that decision, and we shall have no liability to you in respect of it.

Research

We may at our discretion and from time to time make available to you research and general information about the economic outlook, financial markets or other investment information which we reasonably believe to be reliable and accurate, but we cannot guarantee the accuracy or completeness of the research. Any such information will be generic in nature and will not constitute advice to you on the merits of a particular investment nor will it be presented as suitable for you or based on a consideration of your circumstances. We will not owe you any obligation to assess the suitability for you of any investments which may be referred to in such information. We will not be responsible for any loss arising from the use of our research. We or a connected person may have positions in or options on the securities mentioned or may, subject to the Rules, buy, sell or offer to make a purchase or sale of such securities before or after our recommendation is published. We normally act as agent with regard to the sale or purchase of any security mentioned in our research.

Acceptance of Dealing Instructions

We will accept dealing instructions relating to an Order only by verbal instruction, post, telephone, facsimile or by email. We shall have no liability for any instructions until they are received by us. We will not be liable for any delays in or failure of Electronic Communications, provided that such delay or failure has not been caused by our failure to put in place adequate systems as would reasonably be expected of us. We may act on any instructions that we reasonably believe to have been sent by you.

Timing of instructions

Instructions can only be processed during the normal business and market hours. This means that your instructions may not always be processed as soon as we receive them. We will not be liable for any Losses that you incur if we are asked by the market to cancel any dealings in the relevant stock after we have placed an order on your behalf.

Executing transactions for you

Where we execute an instruction on your behalf, we will normally act as your agent (that is, on your behalf so as to make a third party your buyer or seller) when executing a transaction for you. We may combine (or "aggregate") an order for you with orders of other clients. The effect of aggregation may on some occasions work to your advantage or disadvantage and may on occasions result in you obtaining a better or worse price than if your order was executed separately. In relation to a new issue of a security, if our allocation is scaled back this will be applied proportionately across all relevant clients.

Where we provide you an indicative price, we cannot guarantee that this will be the price at which your order is executed as market prices move continuously. If you place an order relating to OEICs, unit trusts and some other products we will not be able to provide a price for the investments at the time of your instruction due to the way in which these products are priced by their managers.

If we accept your instructions or orders, we will use reasonable endeavours to carry them out. However, we cannot guarantee that we can give effect to them or that they will be carried out immediately as this will depend on market conditions which are subject to sudden and unpredictable changes. We will inform you if we have any material difficulty in carrying out your orders promptly.

If we undertake transactions for you, we will (unless we have indicated or agreed otherwise) be required to provide best execution, and, in doing so, we will comply with our own and the Custodians Best Execution Policy, which we/they may amend from time to time.

When we process any transaction on your behalf, you authorise us and the custodian to:

- Arrange transactions for you through those markets and exchanges and with or through any counterparties, including third party brokers, as they reasonably think fit.
- Take, or omit to take, steps (including refusing to place an order) which they reasonably believe necessary to comply with market practices or rules and Regulatory Requirements.
- Negotiate and execute contracts with third parties which they reasonably consider to be necessary.

Large or illiquid orders will be executed on a manual basis utilising the skills of the dealing team of the custodian. In such cases the dealers will source the best available terms by comparing the prices offered by a variety of market participants (including other regulated firms and MTFs) with reference to market data. This may require them to execute orders over the course of a day, or a number of days, with the order execution at the end of each day being expressed as an average of all the individual executions that day (the Average Price).

If you give us specific dealing instructions and we and our custodian agree to execute in accordance with those instructions:

- It may not be possible for them to obtain the best result that would otherwise be available to you at the time of dealing using their own dealing process; and
- The dealing terms you receive may be adversely affected.

Where execution of your instructions is not in our reasonable view practicable, we can refuse to do so. If we refuse to execute an instruction to deal, we will try to contact you promptly. Where appropriate we will tell you why we are unable to accept your instruction and, if relevant, what can be done to put things right. However, we reserve the right at our absolute

discretion to refuse to deal in any particular security whether listed or unlisted in the UK or on any overseas market without providing a reason for refusal. We and the custodian may refuse to act on any instruction or, as applicable, carry out any part of a transaction where:

- Your Account does not hold sufficient cleared Funds, Securities or credit limits or other permitted collateral to satisfy all obligations, whether present, future or contingent in relation to that instruction or transaction; or
- To do so would result in an unauthorised overdraft, uncovered position or other unfunded liability, or borrowing against assets in your account.

We and or the custodian may reverse and settle such transactions at your risk. You accept full liability for any resulting losses.

You must promptly give us any instructions which we may require. If you do not give us prompt instructions, or we are unable to contact you, we may, at our reasonable discretion, take such steps as we reasonably consider necessary or reasonable on your behalf or for our own protection, including halting the execution of your order.

When the custodian executes an order for you, they will consider a number of factors in deciding where to route your order for execution. These factors include the total consideration payable (taking account of applicable costs), yield, speed of execution, likelihood of execution and settlement, the size and nature of your order and any potential market impact that may be caused by executing your order. The custodian will generally execute transactions based on the consideration identified and available to them at the point of dealing, unless there is a reason why it is not in your best interests to do so.

You agree that:

- The relative importance of the execution factors may vary from transaction to transaction depending on the circumstances of the trade and the prevailing market conditions.
- When the custodian executes your transactions via their electronic dealing systems, they may poll different brokers to identify the best available terms; and
- If an order cannot be executed automatically, it will be dealt manually by their dealing professionals, who will consider the circumstances of each deal and decide on the appropriate course of action. This may include the prioritisation of another execution factor (such as speed or certainty of execution among others) over the best market price when it is in your best interests to do so.

Compliance with laws, regulations and market rules

We will not do anything which would in our reasonable opinion infringe any applicable laws, regulations or rules of market conduct and may do whatever we consider necessary to comply with them. Stock market transactions are undertaken in accordance with the applicable rules of the relevant exchange or trading venue. We are subject to laws designed to prevent financial crime. We reserve the right to decline to accept any particular instruction or order and we may not give reasons for doing so where necessary or reasonably appropriate, for example, if it would be unlawful to do so.

Market abuse

You are responsible for ensuring that you only give us instructions to effect transactions when it is lawful for you to do so. You agree that, when you instruct us to execute a transaction for you, you will not be engaging in market abuse or insider dealing. Market abuse includes distorting or misleading the market or misusing information to take improper advantage of the market. Market abuse is a civil offence for which the sanctions include an unlimited fine. Market abuse, including insider dealing, is a criminal offence for which you can be prosecuted, fined and/or imprisoned. If you are in any doubt as to your position, you should seek independent legal advice.

Disclosure of interests in shares

You are responsible for monitoring the level of your shareholdings and making the relevant disclosures when your shareholding in any company reaches/exceeds/falls below certain threshold levels in accordance with the current legislation. This applies to all your investments whether held through any custodian nominee company or otherwise. If we notify you that we believe you should make a disclosure in respect of your investments, this does not mean that we accept any responsibility to you to monitor or report your holdings.

Short positions

A short position will arise if you contract to sell investments which you do not own, or do not have authority to sell or cannot deliver to the market by the agreed settlement date. We will not agree to sell any investments on your behalf if we reasonably believe that a sale may result in you incurring a short position. You agree you will not instruct us to deal when the transaction would mean that you incur a short position. If you do give such an instruction, you will be in breach of your obligation under this clause, and we may without prior reference to you buy the relevant investments to cover our obligation to deliver the investments. You agree we may recover from you any reasonable expenses incurred by us in doing so.

Limit orders

At our sole discretion, we will accept limit orders on a "best efforts" basis. This means that we will use all reasonable care and skill to execute the transaction within the limits imposed but this is subject to market conditions and other constraints described below. Limit orders arise where you instruct us to deal in a security within certain price parameters. We will only purchase investments if the market price matches or is less than the limit price you have given us. We will only sell investments if the market price matches or exceeds the limit price you have given us. Even if the market price reaches the relevant level, we still cannot guarantee that we will be able to deal, particularly in a fast moving or volatile market. Limit orders will not be accepted outside normal market hours. We will only seek to execute a limit order during normal market hours on the Business Day on which it is accepted and if achieved in that time the deal(s) will be executed without further reference to you.

If dealing in an overseas market, during normal market hours on the day on which the order was left in that overseas market and if achieved in that time the deal(s) will be executed without further reference to you. Limit orders which relate to overseas investments are also subject to movements in currency rates. Any limit orders that are not achieved within the above timeframes will lapse without further reference to you. In exercising a limit order in an overseas investment, we do not consider any movement in currency rates.

Under our Order Execution Policy you agree that we need not publicise your limit order (including a limit order that is not immediately executed) unless we think it is in your best interests to do so.

Stop loss

We do not generally accept stop loss orders. If we do agree to accept such an order, then we will only accept this obligation on a reasonable endeavours basis and will not be liable for any losses you may incur if we are unable to effect the relevant transaction.

Sales cum dividend, rights and bonus

If you give us a sale instruction for stocks or shares with the benefit of a dividend which is then paid to you but to which you are not entitled (i.e. you sell "Cum dividend") you agree to pay us the amount of the dividend and we will notify you of any amount due. When an amount becomes due from you, we create a debit entry on your account.

If you give us a sale instruction for stocks or shares with the benefit of a rights, bonus or other entitlement (i.e. "Cum rights", "Cum bonus" etc.) you undertake to deliver to us all the appropriate documentation relating to the benefit. If you do not, you authorise us to purchase the investments

equivalent to the benefit due and agree to meet the purchase price and any costs or expenses reasonably incurred by us in doing so.

Corporate Actions & Voting Rights

We will make reasonable endeavours to contact you when a Corporate Action arises. However, you should be aware that Corporate Actions are subject to strict timelines and our ability to contact you, provide full information and receive your instructions may be restricted by circumstances not in our control, including your availability to be contacted. We have no obligation to exercise or refrain from exercising a Corporate Action unless we receive your instructions in sufficient time to allow us to exercise it. In the absence of timely delivery of instructions to us, we may take such action as we consider appropriate taking account of the costs and benefits (including taking no action).

Generally, we will not be obliged to notify you or obtain your instructions in relation to Voting Rights, however we will make reasonable endeavours to notify you of your Voting Rights with regards to EU listed equities unless you have previously opted out of this service. We will only exercise Voting Rights on receipt of and in accordance with your instructions.

Client Reporting

We will provide you with a quarterly statement showing the client investments and/or client money held by us at the end of the period covered in the statement which may be incorporated into your valuation report. If you wish to receive more frequent statements, please contact your key contact.

Custody Statements

You will receive a statement at least once a year (subject to Regulatory Requirements) detailing all investments and any money held by the Custodian in your account at the end of that period. This information may be included within the valuation report that we routinely send to you. Each periodic report will include the information required by the Regulatory Rules and in particular a valuation of your Portfolio, details of transactions carried out in respect of your Portfolio, and a statement of monies held on any Account with us. You should check the contents of the periodic reports and confirmations we send you carefully and let us know as soon as possible of any inaccuracy.

Contract Notes

For all other services, each time we execute a transaction on your behalf, we will provide a contract note setting out (among other things) the amount you will receive or pay on settlement, and send it to you by:

- The first Working Day after execution; or
- The first Working Day after we receive confirmation from a third party who has executed the order

You should tell us as soon as possible if the information on any contract note we send you is incorrect. If the original contract note is incorrect, you agree to return it to us if we ask for it and repay any overpayments immediately. We may purchase replacement investments at your cost. We will charge you interest on any overpayment where we consider it reasonable to do so.

You must notify us immediately:

- If you do not receive a contract note by post informing, you that we have carried out your dealing instructions within three Working Days of you placing them; or
- If you do not receive a contract note electronically (if that is your preference) within 24 hours of issuing your dealing instructions to us; or
- If you receive a contract note of a deal which you did not place.

We will provide information about the status of any pending order, on your request.

If you purchase units or shares in a Collective Investment Scheme and your orders are periodically executed as a series of orders, you will receive a

contract note at least once every six months detailing each order executed during that period.

Costs & Charges Statement

You will receive an annual statement detailing all of the costs and charges borne by you in relation to the management and administration of your investments. In addition to the standard costs that come directly from the portfolios such as management, dealing and administration fees; on an annual basis, we will provide a breakdown of the costs of the underlying instruments that we use in your portfolios. These costs are not borne by your portfolio directly but are reflected in the price of the instruments when looking at your portfolio performance.

Tax Voucher & Capital Gains Tax Report

If applicable to your Investment Management Service, we will provide you with an Annual Tax Pack / CGT Report and a Consolidated Tax Certificate.

Corrections

If we or a counterparty make an error executing your order, we may choose to correct the error either through or outside your Account. If we correct the error through your Account, you will see the steps taken to correct the error. We will try to make the correction outside your Account if we believe there could be a change in your Tax Obligations if the correction is undertaken through your Account.

Investment and General Risk Warnings

This section is very important. It describes the types of investments that (depending on the Investment Mandate) may be purchased for your portfolio and some of the risks of those investments. It also sets out the risks associated with certain investment techniques as well as more general risks associated with investment markets. If you have any questions regarding the types of investments or risks disclosed in this section, you should ask your Investment Director. Please note, this list cannot disclose all the risks and other significant aspects of the investments described and is thus not an exhaustive list. There is an inherent risk for all investments that the tax treatments for investors may be subject to change at any time.

The value of investments and the amount of income derived from them may go down as well as up. An investor's capital (initial investment) is at risk and the investor may receive less back than the value of the initial investment.

General investment risk warning

Capital at risk

We generally look to build investment portfolios invested across a full range of asset classes; however, you should appreciate that there are risks involved in relation to any investment. Investment trusts, exchange traded funds, collective investment schemes (such as unit trusts and open ended investment companies), covered warrants, structured products and other investment products often invest in a variety of exchange-traded investments such as shares, fixed income debt securities, derivatives (such as traded options, futures and contracts for difference), or other investments directly or indirectly linked to the performance of a stockmarket index put your capital at varying degrees of risk.

The main risks involved with such investments are:

- the return of initial capital invested by you is not guaranteed at the end of the investment period and you may lose some or all of your initial capital invested.
- even where an investment is labelled as 'capital protected' at maturity, this does not guarantee the return of initial capital invested by you, as the level of capital protection may be contingent on the ongoing ability of the product provider or issuer to honour its contractual obligations to protect the capital of the product at maturity.
- any losses may significantly increase if an investment's structure involves gearing, in which case falls in any index to which an investment is linked.
- can result in an even greater reduction in the capital you invested (see the clauses on geared Investments below);

- any rate of return advertised might be achieved only after a set period and you may not know until that date how well your investment has performed, while taking your money out early could result in redemption penalties and a poor return.

- the initial capital invested may be placed into high-risk Investments; and

- the rate of return you get may depend on specific conditions being met and even professionals may not be able to judge accurately how likely that will be.

Volatility of returns

Volatility represents the variability of the returns (both capital and income) that an investor may expect to receive. This variability of investment returns is driven by a range of contributory factors including macro-economic market conditions such as the interest or exchange rate environment; general political factors; and company or investment specific factors (such as profitability, debt levels and other fundamental balance sheet factors for equity securities).

Liquidity and Non-Readily Realisable Securities

Liquidity is a measure of how readily realisable an investment asset is. The primary factors affecting liquidity are the speed and price impact at which any asset sale may occur. One would expect to be able to sell a highly liquid asset immediately and at the portfolio valuation or published market price. A less liquid asset may take a period of time to sell and the process of selling may lead to a realised (or sale) price below the portfolio valuation or one which represents the 'fair value' of the asset.

Under extreme market conditions, there may be limited or no market (buyer) for a given asset and one would not be able to sell the asset over the desired timeframe. In such cases, the asset is termed illiquid, and it may be difficult to obtain any reliable independent information about the value and risks associated with such an investment

Gearing or Leveraged investments

"Gearing" sometimes also referred to as "Leverage", means a strategy with a view to enhancing the return from or the value of an investment without increasing the amount invested by the holders of the investment, involving one or more of the following:

- borrowing money.
- If an investment vehicle allows an investor to gain greater economic exposure to investment assets than that which would otherwise be obtained by directly purchasing the asset using committed funds (typically by employing derivative instruments). Investing in one or more investments, such as (but not limited to) warrants or derivatives, for which a relatively small movement in the value or price of the underlying rights or assets to which the instrument relates results in a larger movement in the value or price of the investment; and
- structuring the rights of holders of an investment so that a relatively small movement in the price or value of the underlying rights or assets results in a larger movement in the price or value of the investment.

Your portfolio may invest in investments which use gearing, where we reasonably believe that such course of action is in your best interests. The strategy that the issuer of geared/leveraged investments uses or proposes to use may result in:

- movements in the price of the underlying investments will be magnified resulting in increased volatility than the movements in the price of the underlying investments.
- investment exposure employed beyond that obtained via the monies committed will be subject to financing costs. The impact of these costs (usually interest payments) will impact the overall returns achieved.
- the investment being subject to sudden and large falls in value increasing the likelihood of outsized larger losses; and
- you getting back nothing at all if there is a sufficiently large fall in value in the underlying investment.

Borrowing to invest allows an investor to achieve the same effects of gearing/leverage for an individual portfolio. That is to say, it increases the likelihood of sudden and large falls in the value of the Investment or portfolio, such that you may lose the value of your entire initial investment, or even be liable for further losses in the event that insufficient funds remain to repay the borrowings.

Smaller Market Capitalisation Risk

Your portfolio may hold the equity of some smaller companies which may trade in very small sums per share, and an investment into this kind of equity will usually involve a proportionately large difference between the market buying and selling price. The effect of this difference means that an immediate sale may realise significant losses. Other smaller companies may not be subject to the rules of a listing authority. Such companies are likely to be high risk ventures and may have an unproven trading history or management team. These equity shares may not be readily sold, and it could be difficult to realise or to value them independently due to the lack of a secondary trading market.

Penny Shares is a loose term used to describe shares which have speculative appeal because of their low value. There is an extra risk of losing money when such shares are bought. There is a significant difference between the buying price and the selling price of these shares. If they have to be sold immediately, you may receive much less than the purchase cost. The price may change quickly and may go down as well as up.

Unlisted/Private Investments Risk

Other smaller companies may not be subject to the rules of a public listing authority and are termed private investments. These equity shares may not be readily sold, and it could be difficult to realise or to value them independently due to the lack of a secondary trading market.

Concentration Risk

The risks involved in equity investment can often be managed through investment via diversified investment vehicles, or by investing directly in a wide range of different companies, industries, countries and currencies.

Foreign markets and currency risk

Foreign markets, which include the financial markets of developing countries, will involve different risks from the UK markets and in some cases the risks will be greater. The potential for profit or loss from transactions on foreign markets or in foreign denominated contracts will be affected by fluctuations in foreign exchange rates. In relation to Investments denominated in a foreign currency, changes in the rates of exchange between currencies may cause the value or income of your Investments to go down or up, independently of their value in local currency, and the volatility of foreign exchange rates could be the primary driver of any variability in the capital and/or income returns in the underlying investment asset.

Emerging Markets Risk

Your portfolio may hold investments in emerging markets which may expose investors to a greater degree of risk not typically associated with similar investments in more developed markets. The classification of a country as an 'emerging market' is generally based on the relative economic, political and social development and is by necessity subjective. Some of the risks associated with emerging markets are similar to those affecting more developed economies but the undeveloped nature of an emerging economy may mean they are more pronounced or have a longer and deeper effect.

Country risk covers such factors as natural disasters which may have a greater effect on the economy and financial systems of an emerging market. The less well developed financial systems may mean that financial instability is more common and may be more exaggerated both by internal factors such as inflation or external factors such as changes in currency values. Many emerging markets experience rapid and significant changes in political control which may result in unpredictable changes of economic policy. Market governance frameworks, settlement, custodial and clearing

systems may not be fully developed and investors may be subject to political intervention or risks arising from less developed systems and standards.

Emerging companies may not be as economically stable as companies in more developed countries and as well as being potentially subject to political intervention may have increased risk in terms of failure to meet their obligations.

Commodities and linked products

Investments in commodities whether by Collective Investment Scheme, Investment Trusts, Exchange Traded Funds or via companies substantially involved with them may expose investors to risks not typical of other investments. Companies associated with commodities and the funds invested in them may have assets in less developed countries which have political, legal and social systems that are less stable than those found in developed countries or markets.

The assets of the companies, the commodities and Derivatives associated with them may be subject to or affected by conditions such as drought, flood, weather, disease, trade embargo, war or political unrest etc which may substantially affect their value. Commodity funds may hold physical assets which may not be insured and subject to risks associated with high value items.

Investment into commodities can be achieved through the following products:

- UCITS commodity funds usually consisting of commodity index linked securities.
- Commodity ETFs (linked to the performance of commodity indices and/or individual commodities (e.g. spot gold price) and/or individual commodity futures or baskets of commodity futures (e.g. 3 month Brent Future)).
- Structured products linked to the performance of commodity indices or futures.

Issue and Issuer Credit Risk

Fixed income securities (or bonds) are usually issued by companies or governments (the 'issuer') as a form of debt financing. A bond usually consists of a series of payments (called coupons) made at fixed intervals and a terminal value (termed principal) repayment, although some bonds may continue in perpetuity. The risk that an issuer may not be able to meet the financial obligations (coupons plus principal repayments) is termed credit risk.

If an issuer is in financial difficulty, there is an increased risk that they may not be able to meet their repayment obligations.

In the event that a payment obligation is not fulfilled, the issuer is said to have 'defaulted'. In a default scenario, little or no capital may be recovered and any amounts repaid may take a significant amount of time to obtain.

Counterparty and settlement risk

Where investments do not involve the instantaneous exchange of assets or monies for assets (either directly or through a centralised clearing house), then the investor may be exposed to counterparty risk. This form of risk is usually introduced when two parties enter into a transaction which involves the exchange of assets/monies at a future point in time (e.g. a foreign exchange forward transaction). If a counterparty does not deliver the asset or make payment for an asset as agreed in the terms of the transaction (e.g. because of insolvency), then little or no capital may be recovered.

Typically, when a financial transaction is agreed (at a point termed the 'trade date'), each party to the transaction will have pre-specified period of time to exchange the agreed securities/monies. The process of completing the exchange is termed 'settlement' with the process occurring by the 'settlement date'. If the exchange is not completed as a result of one party failing to deliver upon their side of the transaction by the agreed settlement date, then the other party could be impacted in a number of ways:

- The settlement may be delayed as a result of one party failing to deliver per schedule.
- If the party recovers the assets/monies from their side of the exchange then the party will be exposed to the contingent market risk (failure to participate in the market between trade date and settlement date).
- If the party is unable to recover their assets/monies, then they may suffer a complete loss in value.

Derivatives Risk

This category of investments covers a broad range of financial instruments. A derivative is a security whose price is dependent upon, or derived from, one or more underlying assets. It is effectively a contract between two or more parties, and the value of the contract is determined by fluctuations in the value of the underlying asset.

The underlying asset may be (but is not restricted to): an equity; a bond; an index; a currency; an interest rate; or a commodity.

Derivatives are primarily for one of two purposes within investment portfolios:

- For the purposes of mitigating other risks (e.g. decreasing exposure to another investment); increasing income; or gaining more efficient exposure (e.g. via reduced cost) to a given investment asset.
- The derivative itself will form the primary source of investment return.

Foreign exchange derivative instruments may be used in order to 'hedge' foreign currency investments (securities or funds) back into the investor base currency. This is a risk reduction measure with the objective of minimising the impact of any currency fluctuations on investment performance.

Margined transactions

Certain types of transaction, such as the purchase or sale of options, futures and contracts for difference, allow you to enter into contracts for future purchases, sales, or settlement of price differences, which could result in a loss of more than the amount of the initial transaction. In some cases, your risk of loss may be unlimited. We will seek to notify you of the amount of margin which you may be required to provide, to help mitigate the impact of any adverse price movement, and the form in which this is to be provided. You understand that such margin may be taken to meet a loss arising on the position and may not be recovered. The amount of margin may change from day to day, and in some cases from time to time during the day. If you enter into such transactions, you agree that you will provide sufficient margin as required by us within the time and in the form stipulated by us. You further agree that, if you fail to do so, we may, without further notice, take such steps (including closing out all or part of the position) at such time and in such manner as in our absolute discretion we deem appropriate in seeking to mitigate any loss.

Taxation

The tax treatment of investment products can be complex. Where any publications, communications or research refers to a particular tax treatment, the tax treatment depends on your individual circumstances, as well as on the ongoing availability of the tax reliefs, and may be subject to change in future. Prospective investors should therefore obtain professional tax advice appropriate to their own circumstances before investing.

Investments should be made on the basis of the underlying investment case and should not be solely driven by tax considerations. Despite Investments such as venture capital trusts (VCTs) having the ability to diversify their portfolios, the nature of the underlying portfolios may be high risk such that the investment itself should be treated as a high risk investment. Such investments may require long holding periods to be eligible for the tax reliefs and for any profits to be realised. Consequently, such investments are not to be considered as short-term investments. They may also have poor liquidity in secondary markets, meaning that it will not always be easy to sell one's shares. You should also consider the charges that a manager of such products will levy, in particular any performance

fees, as these will impact on the performance of your investment. The FCA publishes guidance on the risks of VCTs, which can be found on its website.

We have not and will not provide you with any form of legal or tax advice or accept liability for it, and we recommend that you should consider seeking your own independent and professional tax and legal advice tailored to your individual circumstances. You have sole responsibility for the management of your legal obligations and tax affairs including making any applicable filings and payments and complying with any applicable laws and regulations.

Illiquid or Non-Reliable Investments

These are investments in which the market is limited or could become so, as there is no certainty that market will be prepared to deal in such investments and adequate information for determining the current value of such investments may be unavailable.

Your portfolio may invest in or enter into transaction investments where there is no recognised market, and an investment is not readily realisable. It may therefore be difficult to trade (sell or buy) in any such investment at a reasonable price and, in some circumstances, it may be difficult to sell such investments at any price or obtain reliable information about its value or the extent of the risks to which it is exposed.

Where liquidity cannot be guaranteed, and we may deal for you in circumstances in which the relevant transaction is not regulated by the rules of any Stock Exchange or recognised investment exchange. You are requested to inform us if you do not wish us to enter into such transactions for you.

Dilution levy/adjustment

A dilution levy or adjustment is an amount an investor pays to cover the dealing costs incurred by an investment fund when it buys or sells investments as a result of the investor buying or selling shares/units in the fund. It is normally only charged when those costs are significant. Where a dilution adjustment is made by a fund manager, it will typically increase the dealing price for an investor when there are net inflows into the fund and decrease the dealing price when there are net outflows.

The dealing price of each class of unit in a fund will be calculated separately, but in percentage terms any dilution adjustment should affect the price of units of each class identically. On the occasions when the dilution adjustment is not made, there may be an adverse impact on the total assets of the fund. As dilution is related to the inflows and outflows of money from a fund it is not possible to accurately predict whether dilution will occur at any future point in time. Consequently, it is also not possible to accurately predict how frequently a fund's manager will need to make such a dilution adjustment. It is important to note that any dilution levy/adjustment is paid into the fund.

Suspensions of trading

Under certain trading conditions it may be difficult or impossible to liquidate a position. This may occur, for example, at times of rapid price movement if the price rises or falls in one trading session to such an extent that under the rules of the relevant exchange trading is suspended or restricted. Placing a stop-loss order will not necessarily limit your losses to the intended amounts, because market conditions may make it impossible to execute such an order at the stipulated price. Some open-ended funds invest in inherently illiquid assets. This means that at certain times you may experience a significant delay and/or need to accept a discount when selling an investment.

Investments affected by stabilisation

Where we reasonably believe that such course of action is in your best interests, we may recommend investments to you or deal for you in investments whose market price may be affected by stabilisation. You should read the explanation below carefully. This is designed to help you judge whether you wish your funds to be invested at all in such securities and, if you do, whether you wish to be consulted before we carry out any

such transaction on your behalf; or authorise us to carry out any such transaction on your behalf without first having to consult you.

Stabilisation enables the market price of a security to be maintained artificially during the period when a new issue of securities is sold to the public. The FCA allows stabilisation in order to help counter the fact that, when a new issue comes on to the market for the first time, the price can sometimes drop for a time before buyers are found. Stabilisation may affect not only the price of the new issue but also the price of other securities relating to it.

Stabilisation is carried out by a 'stabilisation manager' (normally the firm chiefly responsible for bringing a new issue to the market). As long as the stabilising manager follows a strict set of rules which

- Limit the period when a stabilising manager may stabilise a new issue.
- Fix the price at which he may stabilise (in the case of shares and warrants but not bonds); and
- Require him to disclose that he may be stabilising but not that he is actually doing so.

The stabilising manager is entitled to buy back securities that were previously sold to investors or allotted to institutions which have decided not to keep them. The effect of this may be to keep the price at a higher level than it would otherwise be during the period of stabilisation.

The fact that a new issue or a related security is being stabilised should not be taken as any indication on the level of interest from investors, nor of the price at which they are prepared to buy the securities.

Absence of regulation

We may from time to time deal with you or for you in circumstances in which the relevant transaction is not regulated by the rules of any investment exchange and we may deal for you on an exchange which has not been recognised or designated by the Regulators. The protection offered by such limited supervision may be less effective than if full supervision was exercised by a regulator in another jurisdiction.

Range of investments and their risks

This section of the terms sets out the possible range of investments which we may hold in your portfolio. It also highlights the associated risks of these investments. Please note, this list cannot disclose all the risks and other significant aspects of the investments described and is thus not an exhaustive list, and we will be pleased to discuss your concerns and to provide further information about investments that we may select, upon request.

General Investments

- Warrants to subscribe for relevant core investments
- Depository receipts or other types of instruments relating to core investments and warrants
- Unit trusts, open ended investment companies, mutual funds and other collective investment schemes in the UK and elsewhere, including non-mainstream pooled investments (NMPI) which include unregulated collective investment schemes
- Individual hedge funds and funds of hedge funds
- Venture capital and private equity schemes denominated in any currency
- Precious metals, commodities, bullion and gold coin
- Structured Products
- All other securities/investments of any type

Cash, Money Market Funds, Term Deposits & equivalents (or "Cash")

We may hold cash on deposit through our custodian or invest a portion of your assets in cash related investments, such as money market funds and term deposits denominated in any currency. These investments are typically of high quality and may include a number of instruments such as securities issued by national governments and government agencies, Bankers' acceptances, commercial paper, and bank or building society certificates of deposit.

A money market fund is a type of collective investment scheme (fund) that is required to invest in low-risk securities. They typically invest in

government securities, certificates of deposit, commercial paper of companies, or other highly liquid and low-risk securities. They attempt to keep their net asset values (NAV) and therefore their price constant, with only the yield (income) going up and down. These funds have relatively low risks compared to other funds and pay dividends that generally reflect short-term interest rates, but a money market fund's NAV may fall below £1.00 (or equivalent) per share if the underlying investments perform poorly, with the result that losses to your initial capital are possible. Unlike bank deposits, money market funds do not benefit from the protection provided to bank deposits by the Financial Services Compensation Scheme. Investors should also be aware that although money market funds are required to be highly liquid, offering same day or next day settlement, in certain circumstances redemptions may be suspended.

Term deposits are subject to the terms and conditions of the relevant bank or building society, including as to minimum deposit amounts, interest rates and redemption periods. No withdrawals are permitted during the term; this means that a term deposit often cannot be redeemed until maturity. In exceptional circumstances where early redemption is permitted by the relevant bank or building society, this may be subject to early redemption penalties, charges and/or forfeiture of interest.

When investing in cash or cash equivalent instruments you should bear in mind the following specific risks:

- The risk of default
- Capital erosion in real terms over time due to the effects of inflation
- The value of fixed income securities may fall as well as rise due to market movements
- Where investments in foreign currency denominated instruments are concerned, foreign exchange rates may move in an unfavourable direction adversely affecting the value of investments in base currency terms
- In the event of default, if compensation is available, it may not cover the full amount of the deposit

Fixed Income & Debt Securities (or "Bonds")

Your portfolio may hold fixed income debt securities (or "bonds") of corporate and government issuers in multiple jurisdictions. Bonds are negotiable debt instruments issued in bearer or registered form by a company or a government body to creditors and whose par value at issuance represents a fraction of the total amount of the debt. Bonds issued by major governments or supranational bodies tend to be lower risk investments, while the risks of other debt securities (such as those with emerging market or corporate issuers) can vary greatly, and one may generally expect a higher yield for assuming a greater degree of risk.

The duration of the debt as well as the terms and conditions of repayment are determined in advance. Unless stipulated otherwise, the bond is repaid either at the maturity date, or by means of annual payments, or at different rates determined by drawing lots. The interest payments on bonds may be either fixed or variable. The purchaser of a bond (the creditor) has a claim against the issuer (the debtor).

Bonds can generally be expected to be more stable than that of equity investments, however, in some circumstances, particularly when interest rate and inflation expectations are changing, the value of most bonds is also volatile. In addition, changes in the credit ratings of a fixed income security or in the perceived ability of the issuer to make payments of principal and interest also may affect the security's market value.

Dealing in bonds may involve risks including but not limited to the following:

- **Insolvency or default risk:** the issuer may become temporarily or permanently insolvent, resulting in its incapacity to repay the interest or redeem the bond. The solvency of an issuer may change due to one or more of a range of factors including the issuing company, the issuer's economic sector and/or the political and economic status of the countries concerned. The deterioration of the issuer's solvency will influence the price of the securities that it issues.

- **Interest rate risk:** uncertainty concerning interest rate movements means that purchasers of fixed-rate securities carry the risk of a fall in the prices of the securities if interest rates rise. The longer the duration of the loan and the lower the interest rate, the higher a bond's sensitivity to a rise in the market rates.
- **Credit risk:** the value of a bond will fall in the event of a default or reduced credit rating of the issuer. Generally, the higher the relative rate of interest (that is, relative to the interest rate on a risk-free security of similar maturity and interest rate structure), the higher the perceived credit risk of the issuer.
- **Early redemption risk:** the issuer of a bond may include a provision allowing early redemption of the bond if market interest rates fall. Such early redemption may result in a change to the expected yield.
- **Risks specific to bonds redeemable by drawing:** bonds redeemable by drawing have a maturity that is difficult to determine, so unexpected changes in the yield on these bonds may occur.
- **Risks specific to certain types of bond:** additional risks may be associated with certain types of bond, for example floating rate notes, reverse floating rate notes, zero coupon bonds, foreign currency bonds, convertible bonds, reverse convertible notes, indexed bonds and subordinated bonds. For such bonds, you are advised to make inquiries about the risks referred to in the issuance prospectus and not to purchase such securities before being certain that all risks are fully understood. In the case of subordinated bonds, you are advised to enquire about the ranking of the debenture compared to the issuer's other debentures. Indeed, if the issuer becomes bankrupt, those bonds will only be redeemed after repayment of all higher ranked creditors and as such there is a risk that you will not be reimbursed. In the case of reverse convertible notes, there is a risk that you will not be entirely reimbursed, but will receive only an amount equivalent to the underlying securities at maturity.
- **Dividend risk:** the dividend per share mainly depends on the issuing company's earnings and on its dividend policy. In case of low profits or losses, dividend payments may be reduced or not made at all.
- **Currency risk:** where investments in overseas companies are concerned, foreign exchange rates may move in an unfavourable direction adversely affecting the valuation of investments in currency terms

Examples of typical company characteristics which could heighten equity investment risks are:

- a low market capitalisation.
- a product set that is undiversified or reliance on single markets as a major source of income.
- A significant reliance on borrowing as a source of finance.
- A significant level of fixed costs to pay, irrespective of output, production or turnover levels.
- Major income sources which are seasonal or "cyclical" in nature; and
- Companies trading primarily in emerging markets, particularly during poor market conditions, or in countries where legal property rights may be difficult to enforce.

The risks involved in equity investment can often be managed through investment via diversified investment vehicles, or by investing directly in a wide range of different companies, industries, countries and currencies.

Exchange Traded Funds or Products or Notes (or "ETFs", "ETPs", "ETNs")

Your portfolio may hold investments in exchange traded funds. Exchange-Traded Funds ("ETFs") are typically open-ended investment companies whose shares represent an interest in a portfolio of securities and trade on a stock exchange, similar to equities and bonds. ETFs are generally recognised as a low cost means of investing in a diversified pool of assets with the advantage that unlike a unit trust they are more liquid and can be traded throughout the day during exchange hours.

Although ETFs are generally simple, transparent and low cost, they can vary in their structure and complexity. In their simplest form they attempt to track an index or benchmark by physically holding the constituents of the index or benchmark. ETFs are subject to 'tracking error' risks, since factors such as expenses, imperfect correlation between an ETF's stocks and those in its underlying index, together with rebalancing of the portfolio from time to time, may cause an ETF's return to deviate from its underlying index.

However, in their more complex form they may utilise Derivatives to replicate an index or benchmark's price movement. This increases risks such as counterparty risk (risk that the other party to the relevant Derivative may not meet its commitments). Some Derivatives may utilise collateral, that is, setting aside a pool of assets that the investor can claim on in the event of the issuer's default. In these instances, attention should be paid to the quality of the collateral to establish whether it would continue to hold its value were the issuer to default. Collateral may be lent to third parties and there may be delays in recovering these assets. Investment in certain ETFs may entail exposure to currency risk.

Geared or Leveraged ETFs seek to deliver multiples of the performance of the index or benchmark they track. Inverse ETFs (also called 'short' funds) seek to deliver the opposite of the performance of the index or benchmark they track. Like traditional ETFs, some leveraged and inverse ETFs track broad indices, some are sector-specific, and others are linked to commodities, currencies, or some other benchmark. Inverse ETFs may be marketed as a way for investors to profit from, or at least hedge their exposure to, downward moving markets. To accomplish their objectives, leveraged and inverse ETFs pursue a range of investment strategies through the use of swaps, futures contracts, and other derivative instruments. Most leveraged and inverse ETFs 'reset' daily, meaning that they are designed to achieve their stated objectives on a daily basis. Due to the effects of compounding, their performance over longer periods of time can differ significantly from the performance (or inverse of the performance) of their underlying index or benchmark during the same

Equity Securities (or "Shares")

Your portfolio may include equity securities (or "Shares") and equivalents. Ownership of an equity security represents a direct stake representing a shareholder's rights in a company and may include common and preferred stocks and warrants and equivalents (including convertible securities) of issuers in multiple jurisdictions. The shareholder has financial and ownership rights that are determined by law and the issuing company's articles of association. Unless otherwise provided, transfers of bearer shares do not entail any formalities. However, transfers of registered shares are often subject to limitations.

As a result of investments in equity securities, the portfolio will be exposed to the risks typically associated with equity investing. These risks include the general risk of broad market declines and specific risks relating to an issuer, such as management performance, financial leverage, financial position, industry problems and reduced demand for the issuer's goods or services. The prices of equity markets can change quickly and cannot be assumed to follow historic trends. In adverse market conditions, irrecoverable capital losses could be incurred. In the worst case, a company could fail and, if this happens, its equity can become worthless. Equity securities are commonly used by investors seeking longer term capital growth.

Such an investment will participate fully in the economic risk of the company and may involve risks including but not limited to the following:

- **Company risk:** a share purchaser does not lend funds to the company but becomes a co-owner of the company. He or she thus participates in its development as well as in chances for profits and losses, which makes it difficult to forecast the precise yield on such an investment. An extreme case would be if the company went bankrupt, thereby wiping out the total sums invested.
- **Price risk:** share prices may undergo unforeseeable price fluctuations causing risks of loss. Price increases and decreases in the short-, medium- and long-term alternate without it being possible to determine the duration of those cycles. General market risk must be distinguished from the specific risk attached to the company itself. Both risks, jointly or in aggregate, influence share prices.

period, while the effect of daily 'resetting' on the performance of the ETF can be magnified during periods of market volatility.

ETFs include Exchange-Traded Commodities, though some that invest in commodities, currencies, or commodity- or currency-based instruments may be structured differently, for example as listed debt in the form of Exchange-Traded Notes (ETNs). ETFs which attempt to track the value of a commodity (such as gold) may back their investments by holding that commodity in a physical form with a custodian. Although the custodian may hold the asset there is a risk of theft or fire which may not be insured against.

Exchange-traded commodities ("ETCs"), and other commodity-linked Investments, can sometimes underperform due to, in most (but not all) instances, being based on an underlying commodity future. This future will normally be the near month future and will thus have a finite life. At expiry the future will need to be sold and a new one bought, a process called "rolling", and if the futures are in "contango" (the far month future being more expensive than the near month future), there will be an extra cost, which may cause the ETC (or other Investment) to underperform relative to the commodity in question. The opposite of this is "backwardation", which would normally cancel this imbalance over time or cause slight outperformance, but it cannot be guaranteed that this will happen.

You should be aware that the majority of ETFs are offshore vehicles and as such specific taxation rules apply for investors subject or potentially subject to tax.

Investment Trusts (or "ITs")

Your portfolio may hold investments in closed ended investment companies or investment trusts. An investment trust is essentially a stock-exchange listed company that holds a collective portfolio of stocks and shares, and whose performance therefore broadly reflects the performance of this "underlying" portfolio; however, as exchange-traded securities the price paid can deviate from the value of the underlying portfolio (referred to as the net asset value, or NAV), with the result that investors often buy or sell at a premium or discount to the NAV, with these discounts or premiums widening or narrowing over time.

Some investment trusts are not traded frequently on the stock exchange and may be prone to illiquidity as a result, meaning that they may not always be easy to buy and sell at the price shown on screen. Although the majority of investment trusts are of unlimited life, some have a fixed or limited life, where a continuation vote needs to take place every so often and share prices can become more volatile around these corporate action events. Investment trusts are an example of Investments that may use gearing.

An investment trust "gears up" its underlying portfolio when (to an extent that varies from one investment trust to another) it finances the purchase of securities in this portfolio by borrowing money. Nearly all investment trusts rely on a degree of gearing or may do so in the future. The ability of investment trusts to gear up their portfolios has traditionally been viewed as an advantage that allows them to out-perform the stock market over long time horizons. However, the effect can work the other way in falling markets and in the case of particularly highly geared investment trusts there is a risk of total loss of your initial investment.

The effect of this gearing is that, when there is a rise in the price of the underlying securities, the value of the net assets attributable to each investment trust security rises by a greater percentage, and when the value of the underlying portfolio falls, the net assets attributable to each investment trust security fall by a greater percentage. As an alternative or additional strategy, the investment trust may pursue a policy of "cross-investing" in other investment trusts, some or all of which may themselves use, or propose to use, gearing. Accordingly, where the investment trust employs a higher degree of direct or indirect gearing, its securities are likely to be subject to fluctuations in value which are significant compared with the likely fluctuations in value of the underlying investments.

Consequently, your holding in the investment trust could be subject to sudden and large falls in value, and indeed you may get nothing back at all if there is a sufficiently large fall in value of this holding. The risk will vary from one investment trust to another.

Collective Investment Schemes ("CISs" or "Funds")

Your portfolio may hold investments in collective investment schemes or funds, which allows an investor to invest money on a pooled basis (along with a number of other investors). A fund may be structured in a number of ways, for example, in the form of a company, partnership or trust. As an investor, you buy shares/partnership interests/units in the fund in the hope that the value rises over time, with the investment performance depending on how the underlying investments perform. Some funds are 'open-ended' as the number of shares/partnership interests/units in issue increases as more invest and decreases as investors take their money out. 'Closed-ended' Funds are Funds in which people are either unable to withdraw their investments until the fund is wound up or can only do so in very restrictive circumstances.

Normally, there is no established secondary market in funds which means that your investment in them cannot usually be sold to third parties or outside of the redemption terms governed by the constitutional documents of the fund. However (except for certain types of 'closed-ended' funds), the constitutional documents of the fund will normally provide for you to be able to redeem your investment in the fund at a fair value price or 'authorised quoted price at valuation point'.

Investors may not receive net asset value. as they may trade at 'creation' which takes into account the transaction costs to meet redemptions or subscriptions and the costs that arise out of creating new units in the fund itself. The frequency with which you can redeem and price your investment will depend upon the precise terms of the constitutional documents. These terms often include provisions to suspend dealing in the fund or postpone redemptions where circumstances justify this. These provisions are in place to ensure that all shareholders are treated fairly and to ensure that the portfolio of investments within the fund can be managed in an orderly manner should challenging circumstances arise.

The level of risk of an investment in a fund will depend on the underlying investments in which it is invested and how well diversified the open-ended investment fund is. For example, a fund which invests only in one industrial sector, such as technology, will invariably be riskier than funds that invest across the whole range of companies in a market. Underlying assets may be less liquid than the frequency of dealing offered by the constitutional documents of the fund.

Some Funds are regulated which means that there are rules about (and limits on) the types of underlying investments in which the CIS can invest and the frequency and price at which investments in the CIS can be redeemed. In particular, the rules applicable to regulated Funds determine the extent to which they can invest in Derivatives or leverage their Portfolios.

Some regulated funds can offer hedge fund-like characteristics and strategies within a regulated structure. Regulated funds include authorised unit trusts, OEICs (open-ended investment companies, which are the same as ICVCs – Investment Companies with Variable Capital); SICAV (Société d'investissement à capital variable); and FCPs (Fonds communs de placement).

Unregulated Collective Investment Schemes ("UCISs") or Non-Mainstream Pooled Investments ("NMPis")

Other funds such as Unregulated Collective Investment Schemes (UCISs) or Non-Mainstream Pooled Investments (NMPis) are unregulated (e.g. not subject to authorisation by the FCA and their constitution and operating characteristics are not subject to independent scrutiny by a regulator), meaning that there are few or no rules about the types of investments in which they can invest or the frequency at which they can be redeemed. Typically, they tend to be higher risk, and should they fail, you may have no recourse to the Financial Services Compensation Scheme (FSCS) in relation

to that particular scheme. NMPs may include certain hedge funds, private equity funds, property funds and other pooled investments which cannot obtain or have not sought authorisation by the FCA for a fund to be considered regulated.

Alternative investments and Hedge Funds

Alternative investments is a loosely defined term that includes a wide range of investment categories falling outside the traditional categories of investments such as stocks or bonds. Managers of these products use investment strategies to produce returns that may be largely uncorrelated to traditional stock and bond market movements. Alternative investments include (but are not limited to) hedge funds, real estate funds, private equity and commodity funds.

Hedge funds have typically been established in jurisdictions where no or limited supervision is exercised by Regulators. Hedge funds may use investment techniques such as leverage, short selling and the use of Derivatives that are unavailable to, or generally are restricted within UK authorised collective funds. Many hedge funds are run as small boutiques and investors are not compensated for taking on operational risk. Hedge funds must have sufficient liquidity to capture investment opportunities that arise at the most advantageous time and therefore some funds may impose lock up periods when funds may not be sold. Hedge funds generally cannot be traded on the secondary market. Hedge funds are under no obligation to provide performance statistics or follow valuation procedures which are considered prudent by Regulators. This has in a small minority of cases given rise to fraud.

The regulatory environment for hedge funds is evolving and changes may adversely affect the ability of the fund to obtain the leverage it might otherwise obtain or to pursue its investment strategies. In addition, the regulatory or tax environment for Derivative and related instruments is evolving and may be subject to modification by government or judicial action which may adversely affect the value of the investments held in the fund. The effect of any future regulatory or tax change on the investments is impossible to predict.

Funds of hedge funds are collective investment vehicles (sometimes quoted investment trusts), managed by dedicated investment professionals who invest across a number of underlying hedge fund strategies. Funds of hedge funds aim to offer investors diversification across manager styles and therefore attempt to lower the degree of hedge fund specific risk. However, the level of fees charged can be high, given fees charged at both the manager level and in respect of the underlying funds. Funds of hedge fund managers are responsible for evaluating hedge fund strategies, identifying and selecting managers and performing due diligence and the ongoing monitoring of funds.

With respect to alternative investments in general, you should be aware that:

- returns from some alternative investments can be volatile. You may lose all or a portion of your investment.
- the use of a single manager could mean a lack of diversification and higher risk.
- many alternative investments are subject to substantial expenses that must be offset by trading profits and other income.
- trading may take place on foreign exchanges that may not offer the same regulatory protection as UK Stock Exchanges; and
- past performance of any investment is not indicative of future results.

Private Equity Funds

Private equity funds are unregulated collective investment schemes that invest exclusively or almost entirely in financial instruments issued by companies that are not listed (or that take over publicly listed companies with a view to delisting them), therefore they will not be subject to stringent listing rules or filing requirements as a result. Investment in private equity funds is typically by way of commitment (i.e. whereby an investor agrees to commit to invest a certain amount in the fund and this

amount is drawn down by the fund as and when it is needed to make private equity investments).

Private equity funds tend to be closed-ended and to have a finite lifespan. During the life of the fund, it is usually not possible for you to redeem your investment. Therefore, if you invest in a private equity fund, it may be several years before you see any sort of return on the investment.

Whilst returns may be higher than standard investments, investments in private equity funds involve a high degree of risk and are only suitable for investors who fully understand and are willing to assume the risks involved. The returns are dependent on the performance of the companies in which the fund invests and, in turn therefore, largely dependent on the manager of the fund's ability to influence that performance. Investors in private equity funds are exposed to potential loss which could involve a complete loss of the investment.

A number of attributes of private equity investment give rise to unique risk factors such as:

- Non-transferable investments, or a long "lock up" period during which the investment cannot be sold. Even if a buyer is found, it may not be possible to sell and any sale which is permitted may not occur at a price which reflects fair value.
- The committed capital may be drawn down during a capital commitment period. Investors must be capable of making payments to satisfy the capital calls made throughout the commitment period.
- A focused portfolio of investments, which could lead to exposure to an undiversified economic exposure to the underlying assets.
- Possible use of significant leverage or borrowing, which amplifies possible risks.
- A possible lack of scrutiny or accountability of management to shareholders for decisions they make; and
- Distributions are generally made in cash, however if a fund is unable to sell its interest in a private company, it may distribute minority interests in these companies to fund investors.

Property Funds

Property funds invest in real property and land and investing in these funds involve a number of risks particular to this class of asset. Notably fixed property is immovable and might not be easy to sell or to value independently. As a result of the illiquid nature of property it may take time to realise any investment made even when participating in a property fund. There is no guarantee that the underlying properties will remain occupied, or that they might not incur significant maintenance or restoration costs which may affect the returns available. All property is subject to local risks which may be unique in nature, which may be caused by factors such as the prevailing legal, economic, environmental or political circumstances.

Investors in property development funds face additional risks related to the successful completion of the development project both on time and according to budget. Even if a project is successfully completed, there is no guarantee that properties will either be sold or tenanted at the intended cost or timeframe. Commercial property is also subject to risks related to the type of use associated with the property, and the prosperity of the local or national economy relevant to the tenants and their business. Returns available from property funds may also be affected by leverage where borrowing is used to finance either construction or purchase.

These can be difficult to sell so you may not be able to sell/cash in this investment when you want to. In order to maintain fairness and equity between unitholders remaining in and unitholders leaving a fund, in exceptional circumstances, there may be delay to switching or encashing all or part of unit holding in the funds for typically up to one month or, in the case of units of a fund which invests directly or indirectly in buildings or land, for up to six months, which means that we may not be able to act on your instruction to sell your investment. If there is delay, the switch or encashment will generally use the unit prices that apply on the day on which the switch actually takes place.

Structured Undertaking for Collective Investments in Transferable Securities (UCITS)

Your portfolio may hold investments in Structured UCITS, which are collective investment funds that use financial derivatives, usually a Total Return Swap (TRS), to provide investors with a predefined pay-out at the end of a specific period based on the return on underlying assets. The underlying assets can consist of a variety of asset classes, strategies and indices. They are usually passively managed and can incorporate features such as capital protection or payoff guarantee.

Often the portfolio can be comprised of a TRS with a single counterparty, which provides collateral to the fund. The fund will typically invest in a portfolio of assets, such as debt securities, money market instruments and equities. The fund either passes the entire portfolio to the swap counterparty (funded swap) or undertakes to pay the return on the portfolio (unfunded swap). In return, the counterparty provides the fund with a return based on the underlying assets. There can be an increased risk to the fund of being exposed to a single counterparty, and a default of the counterparty would significantly impact on the returns of the fund.

While many Structured UCITS provide exposure to a simple basket of assets or traditional index, they can also involve more complicated investment strategies which incorporate long/short equity, absolute return, complex macro, arbitrage and commodity strategies through commodity indices only. These strategies can be highly complex for a retail investor to understand, as can be the management of the TRS and counterparty collateral.

There is a risk that the terms of the TRS may not allow for sufficient liquidity to meet redemption requests from investors, which could have an adverse impact on an investor's ability to sell.

Securitised Derivatives (including warrants & covered warrants)

Your portfolio may hold securitised derivatives products, such as covered warrants, certificates and contracts for difference, which are freely traded and are listed on Stock Exchanges and are often utilised for the management of investment risk, but these products are unsuitable for many investors and are usually classed as Complex Instruments. They enable investors to have exposure to a wide range of underlying products such as shares, indices, commodities and interest rates without investing directly in the underlying product and involve different levels of exposure to risk and in deciding whether to trade in such instruments you should be aware of the following points.

These instruments may give you a time-limited right or an absolute right to acquire or sell one or more types of investment that is normally exercisable against someone other than the issuer of that investment, or they may give you the rights under a contract for differences, which allow for speculation on fluctuations in the value of the property of any description or an index, such as the FTSE 100 index. In both cases, the investment or property may be referred to as the "underlying instrument". These Investments often involve a high degree of gearing or leverage, so that a relatively small movement in the price of the underlying investments results in a much larger movement in the price of the Investment.

The price of these Investments can therefore be volatile. These Investments have a limited life and may (unless there is some form of guaranteed return to the amount you are investing in the product) expire worthless if the underlying instrument does not perform as expected. The financial risk associated with some of these products is that an investor may lose their entire initial investment. This could occur because the product may be structured in such a way that an investor's return depends on whether the underlying instrument reaches a set level or price.

An off-exchange warrant transaction involves the trading of warrants that are not listed on any exchange. These "over the counter" transactions may occur electronically or over the telephone. Such transactions may involve greater risk than dealing in exchange-traded warrants because there is no exchange market through which to liquidate your position, or to assess the value of the warrant or the exposure to risk. Bid and offer prices need not

be quoted, and even where they are, they will be established by dealers in these instruments and consequently it may be difficult to establish what the fair price should be.

You should only buy this product if you are prepared to sustain a total loss of the money you have invested plus any commission or other transaction charges. You should consider carefully whether this product is suitable for you in the light of your circumstances and financial position, and if in doubt please seek professional advice.

Complex Instruments

Complex Instruments, as defined by the Rules of the FCA, include Structured UCITS, warrants, covered warrants, futures, traded options, contracts for difference, financial spread-betting as well as other Investments from time to time, possibly including exchange-traded funds, exchange-traded commodities and structured products. Where you undertake transactions in such Investments on an unadvised basis and without adequate knowledge and experience of their operation, the complexity of such Investments increases the likelihood that you may suffer losses. It is recommended that you seek professional advice before entering into transactions in such Investments.

Structured Products

Your portfolio may hold investments in structured products, which are investment vehicles designed to produce a tailored risk return objective, generally over a fixed term and can involve complex financial engineering. They cover a variety of investment structures and can be highly customised and offer investors opportunity to enhance investment returns while managing risk. They are compound financial instruments which means they combine a debt instrument with an embedded derivative(s) that provides economic exposure to reference assets, indices or portfolios (hereafter referred to as underlying investments). In this form, they provide investors with pay-offs at predetermined times which are linked to the performance of one or both components, which can alter the risk characteristics of each of the components acting individually. Their performance and value is determined by the performance of the underlying reference asset, interest rates, volatility, dividends and the time to maturity. Movements in any of these factors during the life of an investment or at maturity may have a negative impact on the value and a significant impact on the overall performance of that investment. Investors typically give up their right to any dividends that would have been received on the underlying investments.

Some structured investments offer a degree of capital protection, whilst others do not. Income or growth is usually not guaranteed and there may be no return on the investment. Investors should be prepared and able to sustain the loss of some or all of the capital invested. Even where there is capital protection, the deduction of fees and charges could result in a loss.

Structured products are designed to be held until redemption, typically 5-7 years. There may be no secondary market for the instruments and the products may not be readily realisable investments. The value of a structured product is subject to the credit risk of its issuer and may decline if the issuer's creditworthiness deteriorates. The return of a structured product is dependent upon the continuing solvency of the issuer, which is typically an investment bank. An insolvency event could lead to a partial or total loss of the capital invested by the investor.

A structured product is a bespoke customised investment vehicle and can be a useful tool in the context of an investment portfolio's overall construction, however investors should bear in mind the following common features and risks:

- **Credit risk:** the holder of the product will be exposed to the credit risk of the issuer (usually a bank in the form of senior unsecured debt);
- **Capital at risk:** capital repayment depends on the performance of the underlying investments, the future performance of which cannot be guaranteed. Most structured products have some form of capital protection (often known as 'soft protection'), which incorporates a 'barrier', a specified level of the value of the underlying investments

that must be breached if capital is to be lost (subject to the continued solvency of the counterparty to the derivative(s)). If this were to occur (typically at maturity only), then investors would lose capital.

- **Liquidity risk:** structured products are typically only available through private placements and may not be traded on a Trading Venue. For some products, the issuer will use reasonable efforts to quote prices in all market conditions, but this cannot be guaranteed.
- **Exit risk:** the availability of a secondary market price for the investment will depend on many factors including, but not limited to, the value and volatility of the underlying investments, interest rates, dividend rates, time remaining to maturity and the creditworthiness of the issuer. There may be no secondary market at all, meaning that the product cannot be sold prior to maturity. Where it can be sold prior to maturity, the price may be less than the amount the holder would have received on maturity of the product.
- **Financial Services Compensation Scheme (FSCS) eligibility:** most structured products are unlikely to be covered by the FSCS. It is important to check this. Investors' rights under the FSCS should be explained in relevant product documentation.
- **Tax risk:** the tax treatment of structured products can be complex and tax rates and regulations may change during the term of this investment. If in any doubt, investors should seek their own professional tax advice.

More than one risk factor may have simultaneous effect with regard to the investment so that the effect of a particular risk factor may not be predictable. In addition, more than one risk factor may have a compounding effect which may not be predictable. No assurance can be given as to the effect that any combination of risk factors may have on the value of the investment.

Structured Deposits

Structured deposits are similar to structured products but instead of combining the debt instrument with an embedded derivative, for the underlying counterparty risk they are backed with a cash deposit. In effect they resemble term deposits (such as a fixed-rate bond) with a variable return linked to the performance of an underlying reference asset or index (hereafter referred to as underlying investments). Although all structured deposits are slightly different, they have some common features:

- **Credit risk:** the holder of the Investment will be exposed to the credit risk of the issuer, subject to the underlying institution being part of the FSCS and the overall limits that apply.
- **Capital at risk:** although the capital is typically guaranteed, it is only guaranteed if held to the full term and subject to the credit risk of the counterparty.
- **Performance/return:** structured deposits typically offer higher returns than a fixed-rate deposit. However, unlike a fixed-rate deposit, any returns over and above your initial investment are linked to the underlying investments. This means that if the value of the underlying investments falls you may simply receive your initial investment and no additional return. In this scenario, once fees are taken into account you still have the ability to lose money when compared to a fixed rate deposit.
- **Exit Risk:** similar to fixed rate deposits, the deposits should be held for the full product term. If they are sold before maturity, there is chance that you will lose money;
- **Financial Services Compensation Scheme (FSCS) eligibility:** unlike structured investments, a structured deposit is usually subject to the FSCS should the underlying provider become insolvent. It is important to check this. Investors' rights under the FSCS should be explained in relevant product documentation; and
- **Tax risk:** typically, structured deposits are subject to income tax, but this is subject to change.

Structured capital at risk products

Where we reasonably believe that such course of action is in your best interests, we may recommend that you deal, or we may deal for you in structured capital at risk products. These products typically provide a specified level of income or growth over a fixed investment period but do

not provide a guarantee on the return of initial capital. Where we do so, you should be aware of the following:

- the return of initial capital invested at the end of the investment period is not guaranteed and you may therefore get back less than the original investment
- the amount of initial capital repaid may be geared, which means that a small percentage fall in the related index may result in a larger reduction in the amount that is paid out
- any maximum benefit being advertised may only be available after a set period
- redeeming a product early may result in redemption penalties and a poor return
- the initial capital invested may be placed into high-risk investments, such as non-investment grade bonds
- the rate of income or growth advertised may depend on specific conditions being met.

These products are only appropriate if you accept that you may lose some or all of the money to be invested.

AJ Bell Securities Custody Customer Terms

For clients utilising the custody and settlement services of AJ Bell Securities. We do not hold permissions to hold client money, and therefore deliver our services to you through third-party custodian. When you agree to our Terms, you are also agreeing to accept the terms of the custodian. This section details the customer terms of business for AJ Bell Securities Limited.

Relationship with AJ Bell Securities Limited

- 1.1 Tacit Investment Management ("Tacit") have entered into an agreement (Agreement) with AJ Bell Securities Limited (AJ Bell), under which AJ Bell has agreed to provide clearing and settlement, safe custody and associated services (Services) for our clients. By accepting these terms and conditions (Terms), you agree to AJ Bell providing the Services to you on the terms set out below and enter into a contractual relationship with AJ Bell.
- 1.2 AJ Bell is incorporated in England (company number 02723420). Its registered office is at 4 Exchange Quay, Salford Quays, Manchester M5 3EE and it is authorised and regulated (FRN:155593) by the Financial Conduct Authority whose address is 25 The North Colonnade, Canary Wharf, London E14 5HS.
- 1.3 Words that are capitalised have a specific meaning as set out in clause 25 (Definitions) at the end of these Terms.
- 1.4 By entering into this Agreement with us, you:
 - 1.4.1 accept these Terms and agree that you are bound by them.
 - 1.4.2 authorise us to give instructions and provide information and documentation, including your money laundering documents, to AJ Bell and confirm that AJ Bell is entitled to rely on those instructions and/or that information; and
 - 1.4.3 authorise AJ Bell to hold cash and investments on your behalf and to transfer cash or investments from your account to meet your settlement or other obligations to AJ Bell and your obligations to us.
- 1.5 We remain solely responsible for:
 - 1.5.1 instructing orders in investments, assessing the suitability or appropriateness of transactions and investments, providing pre-contractual disclosure of costs and charges and where applicable providing any investment advice to you. AJ Bell is not responsible or liable for these activities and does not provide investment advice or any assessment of suitability or appropriateness.
 - 1.5.2 undertaking all enquiries required by the FCA Rules, or otherwise that are reasonably necessary to enable AJ Bell to provide the Services, including establishing your financial standing, investment objectives

(including whether an investment or Product is appropriate or suitable for you) and any other necessary or relevant fact or matter; and

1.5.3 the conduct and supervision of all dealings with you, including:

- 1.5.3.1 complying with the FCA Rules and Stock Exchange Rules.
 - 1.5.3.2 establishing your Customer Account.
 - 1.5.3.3 verifying your identity and carrying out ongoing verification.
 - 1.5.3.4 the completion of all account opening documentation.
 - 1.5.3.5 issuing of terms of business.
 - 1.5.3.6 managing categorisation and monitoring the frequency of dealing.
 - 1.5.3.7 ensuring that all Customer Output is complete and accurate before it is sent to you.
 - 1.5.3.8 handling complaints in accordance with FCA Rules, except as provided by paragraph 0 (Complaints) below.
 - 1.5.3.9 maintaining all records relating to you.
 - 1.5.3.10 verifying the authenticity of all information and instructions given by you.
 - 1.5.3.11 managing financial arrangements with you; and
 - 1.5.3.12 checking the authenticity of all documents of title relating to investments and all incidental matters.
- 1.6 AJ Bell will categorise you as a retail client under the FCA Rules. This gives you the highest level of protection.
- 1.7 AJ Bell may engage agents, sub-contractors or third parties to provide services. AJ Bell will exercise reasonable skill and care when selecting, monitoring and periodically reviewing any such agents, sub-contractors or third parties it engages but will not otherwise be responsible for their default or other acts or omissions unless they are an Associate of AJ Bell.

Capacity

- 2.1 Where you are joint account holders or trustees of a trust or partners of a partnership, you shall be jointly and severally liable to AJ Bell and AJ Bell shall be entitled to discharge any obligation to make a payment to all account holders by paying any one or more of you.
- 2.2 Where you are a company, limited liability partnership or unincorporated association, you will be treated as the client and your directors (if you are a company) or members (if you are a limited liability partnership) or participants (if you are an unincorporated association) shall (if they have assumed personal liability to us) also be personally liable to AJ Bell for your liabilities and obligations under these Terms;
- 2.3 Where you are the intermediary or agent of an indirect customer, before your account is opened by AJ Bell, we will agree with you whether you or the indirect customer is treated as the client. If you are not treated as the client, you shall be jointly and severally liable to AJ Bell for the liabilities and obligations of the indirect customer under these Terms.

Giving instructions to AJ Bell

- 3.1 AJ Bell will only accept instructions concerning your Customer Account(s) from us and not directly from you, unless AJ Bell contacts you directly to obtain instructions. Except as set out in clause 3.4, you should direct all enquiries regarding your Customer Account to us and not to AJ Bell. However, AJ Bell may contact you directly to obtain instructions or information.
- 3.2 AJ Bell shall be entitled to rely and act upon any instruction, which it believes in good faith we or our agents have given.
- 3.3 AJ Bell reserves the right to take such action as it considers appropriate if we do not respond to a request from AJ Bell within a reasonable time.
- 3.4 AJ Bell does not accept responsibility for any delays or inaccuracies in the transmission of any instructions or other information due to any cause outside its reasonable control.
- 3.5 Where we become subject to an Insolvency Event, or immediately before we become subject to an Insolvency Event, you may contact AJ Bell directly to provide instructions in relation to your Customer Account.
- 3.6 AJ Bell may at its absolute discretion and without notice or compensation refuse to accept any order or other instruction for your

Customer Account(s) where doing so may cause it to be in breach of any Regulatory Requirement.

Accounts

- 3.1 AJ Bell shall open a Customer Account for you once we have given AJ Bell such information as AJ Bell reasonably requires for that purpose.
- 3.2 AJ Bell reserves the right at its absolute discretion without notice or compensation to decline to provide the Services.
- 3.3 AJ Bell shall upon receipt of a valid instruction from us act on our instruction in relation to the operation of your Customer Account (including (without limitation) moving monies between Customer Account ledgers) provided that doing so does not render AJ Bell in breach of a Regulatory Requirement.
- 3.4 AJ Bell shall be entitled to rely on any instruction we give AJ Bell to transfer or allocate money or assets to a specific Customer Account, without carrying out any checks to ensure that the specified Customer Account is the correct Customer Account.
- 3.5 Save in exceptional circumstances, AJ Bell will only make payments to you to the bank account that we notify to AJ Bell. AJ Bell can make payments due to you by cheque or by any appropriate electronic method available to it.
- 3.6 If AJ Bell receives a valid instruction from us in a format acceptable to AJ Bell and if there is Withdrawable Cash in your Customer Account, AJ Bell will operate a standing order for the payment of monies to you from your Customer Account and an ad hoc payments facility.
- 3.7 You are responsible for dealing with your tax affairs, including completing and submitting any applicable tax returns. You are also responsible for checking that any information AJ Bell provides about your investments which is used for the purposes of completing any tax returns (e.g. details of dividend receipts and capital gains) is accurate and complete. Investment income received or gains made may be subject to tax. It is your responsibility to report this information to HMRC and to pay any tax liability that arises. AJ Bell is not responsible for any personal tax liability you may have in relation to your Customer Account.

Use of the customer website

In the event that AJ Bell provides Customer Web as part of the Services available to you, the following provisions of this clause 5 shall apply.

- 4.1 AJ Bell will provide us with a username and password for you to access the Customer Web to enable you to view your investments, but this is strictly subject to the limits on liability set out in clause 5.5 below.
- 4.2 You must keep your username and password safe and confidential and notify us immediately if they are lost or compromised.
- 4.3 You are entitled to download or print individual sections of the Customer Web and information from linked websites but only for your personal use and you must not alter any copyright or proprietary notices. You are not permitted to reproduce or distribute any such material. AJ Bell is not responsible for the accuracy of any information which is made available on any linked websites.
- 4.4 AJ Bell does not guarantee the adequacy, accuracy, timeliness or completeness of, or accept (to the maximum extent permitted by law) liability for the failure, interruption, delay or defect in the Data Services, which includes pricing data, as they are provided to AJ Bell by a third party on a without liability basis, except where any inaccuracy in the information on the Customer Web is a direct result of the negligence of AJ Bell.
- 4.5 We are responsible for the provision of all third-party data or information feeds, electronic links to third party systems and other similar services used in connection with the provision of the Services except for any Data Services.
- 4.6 You may experience occasional interruption to the Customer Web as a result of routine or non-routine maintenance, upgrade of the website, failure of or disruption to the internet or in extreme market conditions or due to systems failure or malfunction. The Customer Web may not support your browser or be fully compatible with your computer.
- 4.7 AJ Bell is not responsible or liable for any delay or failure to perform the Services arising from or relating to the absence, failure or

disruption of any computer hardware or software or any connection between us and AJ Bell.

- 4.8 AJ Bell shall be entitled as it sees fit at any time without notice to make alterations of any nature to the Customer Web if in its reasonable opinion doing so would not be materially detrimental to the Services.
- 4.9 You will have view-only access to the Customer Web and will not be able to use it for any other purposes.

Dealing and settlement

Dealing

- 5.1 AJ Bell will execute Orders in accordance with our instructions and for this purpose we, rather than you, will be AJ Bell's client.
- 5.2 AJ Bell is required to report certain information about you and the Orders we place for you to the FCA. AJ Bell will ask us for that information before AJ Bell executes any Order we place for you and may not be able to accept the Order until we have supplied it. AJ Bell will not be responsible for any related delay in the placing of an Order for you. It will be our responsibility to obtain that information from you.
- 5.3 When executing an Order, AJ Bell acts as your agent which means that you are entering into a contract for the sale or purchase of the relevant investment directly with the buyer or seller and not with AJ Bell.
- 5.4 On the day on which we place an Order if it is a:
- 5.4.1 Buy Order:
- 5.4.1.1 for a Forward Priced Investment, that is placed:
- 5.4.1.1.1 as an investment of a specific amount of cash, other than a Pre-paid Investment, AJ Bell will denote it as a pending transaction in your Customer Account and earmark the amount of cash required to complete the purchase in your Customer Account (on the basis of the most recent price available to AJ Bell for the investment) so that it cannot be used any other purpose; or
- 5.4.1.1.2 for the purchase of a fixed number of units, AJ Bell will earmark the amount of cash required to complete the purchase in your Customer Account (on the basis of the most recent price available to AJ Bell for the investment) but,
- 5.4.1.1.3 in each case, AJ Bell will only deduct the amount of cash required to complete the purchase from your Customer Account and add details of the investments purchased to your Customer Account once the Order has been executed; or
- 5.4.1.2 for a Pre-paid Investment, AJ Bell will denote it as a pending transaction in your Customer Account but will continue to show the amount of cash specified in the Order in your Customer Account until AJ Bell receive the contract note from the investment provider after the Order has been executed, at which time AJ Bell will add details of the investment to your Customer Account and remove the cash. Notwithstanding that the amount of the cash specified in the Order will still be shown in your Customer Account until receipt of the contract note, it will not be available for use for any other purpose as AJ Bell will pay the cash to the investment provider when the Order is submitted to enable the purchase to be completed; or
- 5.4.1.3 for any other type of investment, AJ Bell will deduct the amount of cash required to complete the purchase from your Customer Account and will add details of the investments purchased to your Customer Account;
- 5.4.2 Sell Order:
- 5.4.2.1 for a Forward Priced Investment, that is placed:
- 5.4.2.1.1 as the sale of sufficient investments to realise a specific amount of cash, AJ Bell will earmark the number of units of the investment being sold in your Customer Account (on the basis of the most recent price available to AJ Bell for the investment) required to realise that amount of cash, so that they cannot be dealt with in any other way; or
- 5.4.2.1.2 for the sale of a fixed number of units, AJ Bell will earmark that number of units in your Customer Account so that they cannot be dealt with in any other way but,
- 5.4.2.1.3 in each case, AJ Bell will only remove the investments being sold from your Customer Account and add the amount of the sale

proceeds to your Customer Account, once the Order has been executed; or

- 5.4.2.2 for any other type of Investment, AJ Bell will remove the investments being sold from your Customer Account and will add the amount of the sale proceeds to your Customer Account,
- 5.4.2.2.1 but please refer to clause 6.17 below for details of the circumstances in which AJ Bell may reverse those transaction entries.
- 5.5 You are not entitled to receive any cash or investments that may be due in respect of an Order until your obligations in relation to that Order have been fully performed. We will not instruct AJ Bell and AJ Bell shall be entitled to refuse to execute any Order for you if at the time you are in default of any payment or delivery obligation owed to us or AJ Bell or if we or AJ Bell have reason to believe that you will be unable or unwilling to settle the Order once executed.
- 5.6 All instructions we give to AJ Bell to execute an Order on your behalf will be given in accordance with AJ Bell's procedures and executed in accordance with AJ Bell's execution policy at the time, a copy of which is available upon request. Once an Order has been accepted for immediate execution by AJ Bell, it may only be amended or withdrawn with the agreement of AJ Bell.
- 5.7 AJ Bell may (in its absolute discretion) decline to accept any Order or instruction from us or, having accepted it, refuse to act on it, if AJ Bell reasonably believes that the Order or instruction concerned (or the consequences of it) is improper, unlawful or would (if executed) expose AJ Bell, us or you to financial or other risk. AJ Bell will not accept Orders for futures, options, contracts for differences and spread betting (as those terms are defined in the FCA Rules).
- 5.8 AJ Bell may aggregate your Order with its own orders, orders of connected persons and orders of other clients and customers. AJ Bell will only aggregate your Order if the conditions set out in the relevant FCA Rules are met, namely, that it would be unlikely that the aggregation of orders and transactions will work overall to your disadvantage.
- 5.9 Following the execution of any Order on your behalf, AJ Bell will generate and send us a contract note for that transaction. We are responsible for sending the contract note to you. The terms of any contract note will be conclusive and binding, unless AJ Bell is notified in writing by us of any disagreement immediately and, in any event, by close of business on the next following Business Day after we receive it. All Orders will be settled in accordance with the terms of the contract note.

Settlement

- 6.1 The date on which the settlement of an Order is due to take place is known as the intended settlement date (**Intended Settlement Date**). In the case of a Sell Order, this is when AJ Bell will normally receive the sale proceeds. In the case of a Buy Order, this is when AJ Bell will normally receive the investments.
- 6.2 Details of the Intended Settlement Date will be set out in the contract note. For most investments, other than Pre-paid Investments, settlement will take place between one and five Business Days after the Order is executed.
- 6.3 The date on which the settlement of an Order actually takes place is known as the actual settlement date (**Actual Settlement Date**). This may differ from the Intended Settlement Date.
- 6.4 You will be exposed to the risk of an Order not settling until such time as actual settlement takes place.
- 6.5 In some cases there may be delays in settlement which mean that it does not take place by the Intended Settlement Date. For example, as a result of the failure of the other party to the Order to comply with their obligations in a timely manner.
- 6.6 If there is a delay in settlement, AJ Bell will continue to use reasonable endeavours to settle the Order for you, unless there is a Settlement Failure (please refer to clause 6.17 below). Notwithstanding that settlement may be delayed, you will remain bound by the Order.
- 6.7 AJ Bell are not responsible for any delay in settlement as a result of circumstances which are beyond AJ Bell's reasonable control or for the failure of any other person, including the buyer or seller with whom AJ Bell have placed the Order on your behalf, to do what is necessary in order for settlement to take place.

- 6.8 In some circumstances it may not be possible to settle an Order (**Settlement Failure**). For example, as a result of the failure of the other party to the Order to comply with their obligations. If there is a Settlement Failure, AJ Bell will notify us and provide us with details of your options. We will be responsible for informing you of the Settlement Failure and your available options.
- 6.9 If for any reason (except as a consequence of AJ Bell's wilful default, fraud or negligence) AJ Bell reasonably considers that there will be a Settlement Failure, AJ Bell may reverse the transaction entries made in your Customer Account in accordance with clause 6.4 above. AJ Bell will notify us of the Settlement Failure, if AJ Bell reverse any transactions. We are responsible for notifying you of the Settlement Failure.
- 6.10 If the other party to an Order fails to make payment or to deliver the investment, AJ Bell will not be required to make payment of the sale proceeds or deliver the investment to you.
- 6.11 It is only when the settlement of an Order takes place on the Actual Settlement Date that you will no longer be exposed to the risk of a Settlement Failure.
- 6.12 Once actual settlement has taken place, the sale proceeds will then be available for withdrawal from your Customer Account in accordance with these Terms.

Your money and assets

Cash Bank Accounts

- 7.1 Except as provided in clause 7.4, AJ Bell will hold money (in any currency) it receives for your account in a pooled general bank account separate from money belonging to AJ Bell with a Bank or Banks nominated by AJ Bell in accordance with the FCA Rules. To the extent permitted by the FCA Rules, AJ Bell may hold your money in a fixed term deposit or notice account. AJ Bell does this so it is able to place deposits with a wider range of Banks in order to reduce the exposure of AJ Bell's customers to the risk of a Bank failure and to obtain better interest rates on the deposits, which helps AJ Bell to keep its charges low.
- 7.2 AJ Bell placing funds on a fixed term deposit or in a notice account means that the funds cannot be withdrawn until the expiry of the relevant fixed term or notice period. This could increase the risk of delayed access to funds in the event of significantly increased demand for withdrawals. However, as AJ Bell manages the funds it holds on behalf of all of AJ Bell's customers in order to ensure that there are sufficient funds available to satisfy customer demand, this should not affect your ability to withdraw funds from your Customer Account. In the event of AJ Bell's or a Bank's failure, it may mean that those funds are not immediately available for distribution. Please also refer to clause 7.6 below.
- 7.3 Any of your cash which is held as Client Money from time to time may, to the extent permitted by the FCA Rules, be placed on deposit with a Bank for a fixed term not exceeding 95 days or in a 95 days' notice account with a Bank.
- 7.4 If you hold an Investcentre SIPP, any contributions paid and cash transfers made into your SIPP will be held in accordance with the Investcentre SIPP terms of business. In the event of any conflict between these Terms and the Investcentre SIPP terms of business, it is the Investcentre SIPP terms of business that will apply. When the trustee of the Investcentre SIPP, Sippdeal Trustees Limited, holds any of the money in your Investcentre SIPP in accordance with the Investcentre SIPP terms of business it will be held in trust in a pooled bank account with a bank separate from money belonging to Sippdeal Trustees Limited. The level of protection for your money under the Financial Services Compensation Scheme will remain the same as if it had been held in accordance with clause 7.1. Further details of that compensation scheme are set out in clause 22.
- 7.5 AJ Bell will not be responsible for the default of a Bank.
- 7.6 In the event of an irreconcilable shortfall on the failure of a Bank, your claim will be for a share of the cash held in the relevant pooled accounts at that Bank so you may not get all of your money back. You may also be able to claim against the Financial Services Compensation Scheme. Further details of that scheme are set out in clause 22.
- 7.7 AJ Bell will pay interest on cleared GB pounds cash balances less any net debit on unsettled Trades in your Customer Account. If you have more than one Customer Account, interest will be paid on the cleared cash in each discrete Customer Account and not the aggregate of cleared cash balances in all your Customer Accounts. AJ Bell will not pay interest on non-GB pound cash balances.
- 7.8 Interest will be paid on your money at such rate as may be specified by AJ Bell from time to time and credited to your account at least every 3 months.

Investment Accounts

- 8.1 Your investments will be held in a pooled account in the name of AJ Bell's Nominee or by a third party custodian, sub-nominee or sub-custodian to AJ Bell's order.
- 8.2 AJ Bell may also appoint agents, sub-nominees and sub-custodians, to hold your investments. AJ Bell will exercise reasonable care in their selection and carry out a risk assessment in accordance with the FCA Rules. AJ Bell will be responsible for the acts and omissions of the AJ Bell Nominee but not (unless AJ Bell has acted fraudulently or wilfully defaulted) of any sub-nominee, custodian, sub-custodian, securities depository, intermediate broker or agent, clearing or settlement system or participant in such a system.
- 8.3 In the event of an irreconcilable shortfall in the investments on the failure of a nominee or third party custodian, sub-nominee or sub-custodian, your claim will be for a share of the investments held by that third party in the relevant pooled accounts so you may not receive your full entitlement. An agent, sub-nominee or sub-custodian AJ Bell appoints to hold your investments may have a security interest, lien or right of set off in respect of cash and securities held in a pooled account for:
- 8.3.1 properly incurred charges and liabilities arising from the provision of custody services in respect of the assets held in that pooled account; or
- 8.3.2 that arises under the operating terms of a securities depository, securities settlement system or central counterparty in whose pooled account the custody assets are recorded or held for the purpose of facilitating the settlement of trades involving the assets held in that account.
- 8.4 AJ Bell will pay to your Customer Account all of the Trail Commission and the Platform Rebates that it receives in respect of Unit Holdings either as cash or a unit rebate in accordance with the FCA Rules.

Money / Investments Overseas

- 9.1 Your money and investments may be held outside the United Kingdom or the European Economic Area. Different laws and regulations apply in such jurisdictions, which means that your rights will be different, for example on the default of a bank, nominee or a custodian.
- 9.2 Where investments are held in overseas jurisdictions, it may not be possible under national law for them to be separately identifiable from proprietary investments of the custodian which could increase the level of your risk.
- 9.3 AJ Bell may use any intermediate brokers and agents, including using intermediate brokers and agents outside the United Kingdom to execute Orders and pass money and investments held for your account to such broker or agent. In the case of intermediate brokers and agents outside the United Kingdom, the legal and regulatory regime applying to such intermediate broker or agent may be different from that of the United Kingdom and, in the event of a default of such intermediate broker or agent, such money or investments may be treated differently from the position which would apply if the money or investments were held by an intermediate broker or agent in the United Kingdom.

Method of payment and interest

- 10.1 Monies paid in by BACS, FPS, CHAPS or any other electronic method may be treated as cleared monies forthwith. Monies paid in by cheque will only be available for investment once they have cleared.
- 10.2 AJ Bell shall be entitled to charge interest at 2% above the Bank of England base rate from time to time in relation to any Customer Account with a negative Tradable Cash balance.

Payments due to us

- 11.1 Whenever any payment of commission, fees or charges is due to us under the terms of this agreement (each a **Client Payment**), AJ Bell shall (subject to there being Withdrawable Cash in the relevant cash ledger of your Customer Account) transfer the amount due to us from your Customer Account calculated at the rates notified by us to AJ Bell from time to time. We shall be responsible for ensuring that there is Withdrawable Cash in your relevant Customer Account to make each Client Payment and for advising AJ Bell of the amount and due date for payment of a Client Payment (other than commission). We shall also be responsible for ensuring that the amount of each Client Payment is correct and that any Client Payments we request AJ Bell to deduct are properly disclosed to you. AJ Bell shall be entitled to assume that the amount and due date we advise AJ Bell in respect of each Client Payment are correct and that we have made the requisite disclosure to you.
- 11.2 For the purpose of this clause 8, Withdrawable Cash in relation to a Client Payment payable from:
- 11.2.1 cash deposit ledgers do not include monies due from unsettled Sell Orders and are net of any sum then due to AJ Bell;
- 11.2.2 income ledgers only include cleared monies.

Security and default

- 12.1 You undertake to AJ Bell that either:
- 12.1.1 you will be the beneficial owner (which means that you have not sold, mortgaged, (except as permitted by the Individual Savings Account Regulations 1998 (as have subsequently been, and shall be, amended from time to time)) used as security for a loan or otherwise dealt with) of all money, investments or other assets of any nature that are transferred to or held by AJ Bell, the AJ Bell Nominee, other nominees, custodians and third parties (**Custodians**) for your account; or
- 12.1.2 the assets referred to in 9.1.1 above will be transferred to or held by the Custodians with the legal and beneficial owner's unconditional consent and will be free of such owner's interest or, in the case of a trust, the beneficial owner's interest or that of any other person entitled and, in any event, will be transferred to or held by the Custodians free and clear of any lien, charge or other encumbrance and that you will not deal with them other than in accordance with these Terms without AJ Bell's prior consent.
- 12.2 If AJ Bell does not receive cash or investments from you when due or you fail to settle any transaction on the due date (or if AJ Bell reasonably considers that you have not or are unlikely to perform your obligations under these Terms), AJ Bell may, following reasonable notice to us to allow you to meet your obligations and without prejudice to any other rights AJ Bell may have, enter into an offsetting transaction or do anything else which would or could have the effect of reducing or eliminating any liability under any transaction, position or commitment undertaken for you (providing at all times AJ Bell acts in accordance with its obligations under FCA best execution rules), including:
- 12.2.1 settling the Trade for you, although they shall be under no obligation to do so. If AJ Bell settles the Trade, we have agreed to forthwith pay or transfer to AJ Bell within the timescale specified by AJ Bell, sufficient money or, as the case may be, investments to reimburse AJ Bell for any shortfall.
- 12.2.2 purchasing investments after the contracted settlement date to ensure settlement of the transaction in accordance with orderly market or exchange practice. If AJ Bell does so and the cost of purchasing the investments is greater than the amount received by AJ Bell on the settlement of the Sell Order, you shall, instead of delivering such investments to AJ Bell pay to AJ Bell an amount equal to the difference (together with any charges or other fees or expenses due to AJ Bell) but only if you or we were responsible for there being insufficient investments. In any event, AJ Bell may debit the amount received on the settlement of the Order from your account and apply such amount against the purchase or other costs or charges incurred. Any expenses AJ Bell has incurred in settling the Order prior to effecting such market purchase shall continue to be payable by you, or, in default, us, to AJ Bell;

- 12.2.3 selling or otherwise disposing of any of your investments and applying the proceeds (net of costs) in discharging or reducing your outstanding obligations; and
- 12.2.4 applying your cash in discharging or reducing your outstanding obligations.
- 12.3 Where for whatever reason you or we have failed to pay cash or deliver securities or meet any other contractual obligations in respect of any transactions from your account, then:
- 12.3.1 until such time as you or we (as appropriate) have fully discharged the relevant obligations:
- 12.3.1.1 neither you nor any other person shall be entitled to receive any investments or cash AJ Bell (or its Custodian) has received for your account; and
- 12.3.1.2 neither you nor any other person shall have any right, title or interest (including any charge, pledge, lien or other security interest) in or to such investments or cash AJ Bell (or its Custodian) has received for your account.
- 12.3.1.2.1 upon AJ Bell exercising its rights under clause 9.2 above, AJ Bell shall cease to be required to account to you for any investment or cash it (or its Custodian) has received under the relevant settlement. Other than as provided in these Terms, any provision that purports to create any charge, pledge, lien or other security interest in or to investments or cash received by AJ Bell (or its Custodian) shall be dis-applied and be of no effect in relation to any such investments or cash. If the proceeds of such cash or investments are insufficient to cover the whole of your liabilities you will remain liable to AJ Bell for the balance.
- 12.4 AJ Bell's rights contained in this clause 9 are created by way of reservation by AJ Bell under its right, title and interest in and to investments and cash received by it (or its Custodian) as being for your account and not by way of grant by you or any person; and accordingly, nothing in this clause 9 is intended to, or shall, create any charge, pledge, lien or other security interest by you or any other person in favour of AJ Bell in or to any such investments or cash. However the rights reserved to AJ Bell by this clause are cumulative with AJ Bell's rights to assert any general lien or set-off against investments, cash or other assets (including documents of a title) held by or to the order of AJ Bell for you as a continuing security for (a) all sums that become due from you or from us (so far as they relate to any transaction for your account) to AJ Bell; and (b) the performance of any other obligation owed by you or by us (in so far as it relates to any transaction for your account) to AJ Bell.
- 12.5 If you breach any of the provisions of these Terms or any Stock Exchange Rule or FCA Rule or become subject to an Insolvency Event or if AJ Bell reasonably considers that you have not performed or are unlikely to perform your obligations under these Terms or may otherwise jeopardise the position of AJ Bell in any respect, AJ Bell may, at that time or at any time thereafter, without prejudice to any other right or remedy available to it, with or without notice to us or you, suspend the provision of the Services in relation to your Customer Account(s).
- 12.6 For the purpose of clause 9.5 the actions contemplated by that clause shall be deemed to have occurred immediately before the occurrence of the Insolvency Event.

Corporate action events

- 13.1 AJ Bell will notify us of a Corporate Action Event notified to it by a company or third party custodian as soon as is reasonably practicable after AJ Bell receives notification of it from the company or third party custodian and request our instructions within a specified period. If we fail to provide instructions within the period stipulated, AJ Bell will apply the default option of the company to which the Corporate Action Event relates, save in relation to compulsory takeovers, which AJ Bell will always accept.
- 13.2 AJ Bell will notify us of Corporate Action Events via the software that AJ Bell makes available to us (**System**). We shall be solely responsible for monitoring the System for receipt of such notifications and informing you of Corporate Action Events. Except as is provided in clause 10.6, AJ Bell will take up or participate in such events as instructed by us provided that such instructions are received within such time period as AJ Bell may specify and time shall be of the

- essence in this regard. AJ Bell shall not be liable for and we and you shall indemnify and keep indemnified AJ Bell against any Loss suffered by us or you as a result of our failure or delay in providing instructions within the time period specified by AJ Bell.
- 13.3 AJ Bell will be responsible for any Loss suffered by you as a result of the failure of AJ Bell to notify us (either via the System or otherwise) of a Corporate Action Event as soon as is reasonably practicable after AJ Bell receives notification of it from the company or third party custodian.
- 13.4 All entitlements relating to investments held in pooled accounts will be allocated as far as is possible on a pro-rata basis, however, AJ Bell may if this is not possible adjust the allocation of entitlements in such a way as appears to AJ Bell to achieve a fair treatment for all participants in the pool.
- 13.5 AJ Bell shall on request provide us with the requisite documentation and/or information to enable you to exercise your right to:
- 13.5.1 vote on company resolutions; and
- 13.5.2 attend at company meetings.
- 13.6 AJ Bell shall not:
- 13.6.1 process dividend reinvestment plans
- 13.6.2 provide company reports and accounts;
- 13.6.3 pass on shareholder perks or forward correspondence from shareholder groups;
- 13.6.5 become involved in any shareholder interest groups.
- 13.7 If the Corporate Action Event entails the payment of cash from your Customer Account (by way of example (but without limitation) a rights issue), it is our responsibility not that of AJ Bell to ensure that there is sufficient Withdrawable Cash in your relevant Customer Account to satisfy the payment when it falls due.
- 13.8 Except as set out in clause 10.10, AJ Bell will be responsible for receiving and claiming dividends and interest payments to be credited to your Customer Account and shall apply them to your Customer Account as soon as is practicable (being not more than 10 Business Days) following receipt and (save as otherwise instructed and provided that the relevant cash ledger in the Customer Account is in the same currency) in the currency in which they are received. Notwithstanding the date that dividends are credited to your Customer Account, AJ Bell will pay interest from the date the dividend was due to be paid into your Customer Account. All dividends and interest credited to your Customer Account or paid to you will be net of any withholding tax and other deductions required to be made by AJ Bell and/or the payee in accordance with applicable Regulatory Requirements. AJ Bell will provide us with details of all such deductions required to be made by it and will pass on to us such information in relation to such deductions by others as it may receive. AJ Bell, the AJ Bell Nominee and any relevant custodian shall not be responsible for reclaiming any withholding tax and other deductions but nonetheless may do so.
- 13.9 As your investments are held in a pooled account, any shares and cash that is received from a Corporate Action Event will be allocated by AJ Bell to your Customer Account according to the proportion which the number of units of the relevant investment that you hold bears to the total number of units of that investment which are held in the pooled account (**Your Percentage Entitlement**), and may be rounded down to the nearest whole share or penny. Any residual shares from a Corporate Action Event which AJ Bell cannot allocate to Customers on that basis, will be sold and Your Percentage Entitlement of the net proceeds will be paid to your Customer Account, rounded down to the nearest whole penny. Any residual cash from a Corporate Action Event which cannot be allocated on that basis will be retained by AJ Bell.
- 13.10 AJ Bell only provide a Withholding Tax Service on overseas investments in selected markets and does not provide a tax reclaims services on overseas investments. We are responsible for checking whether AJ Bell provides a Withholding Tax Service before we place an Order for an overseas investment.
- 13.11 Unless instructed otherwise and only if the relevant cash ledger in your relevant Customer Account is in GB pounds, AJ Bell shall carry out a foreign exchange transaction in relation to any dividend paid or Corporate Action Event payment received otherwise than in GB pounds.
- 14.12 If a Corporate Action Event is subject to restrictions on the type of investor who can participate, it is our responsibility to check that you are eligible. If you are not eligible to participate, the default option of the company to which the Corporate Action Event relates will apply.
- 14.13 As your investments are held in a pooled account, your entitlement under a Corporate Action Event may differ from what you would be entitled to receive if you held the investment directly in your own name.

Loss and indemnity

- 14.1 As AJ Bell endeavours to provide a high standard of service to you at a reasonable cost, AJ Bell limits its liability on the basis set out in these Terms. For the purposes of this clause 11, any reference to AJ Bell, includes its Associates and each of their respective directors, employees and other agents.
- 14.2 Nothing in these Terms will exclude or limit AJ Bell's liability to you for:
- 14.2.1 any breach of any duty or liability under the FCA Rules;
- 14.2.2 death or personal injury caused by AJ Bell's negligence; or
- 14.2.3 fraud or fraudulent misrepresentation.
- 14.3 You will be personally responsible for any Loss of any kind that AJ Bell suffers or incurs as a result of supplying you with the Services unless if, and to the extent that, the Loss is caused by AJ Bell.
- 14.4 Except as provided in clauses 11.2 and 14.6.4, AJ Bell will only be liable under these Terms for any Loss if and to the extent caused by its negligence, fraud or wilful default.
- 14.5 Except as provided in clauses 11.2, neither you nor AJ Bell shall, in any event, be liable for:
- 14.5.1 any Loss that is not reasonably foreseeable;
- 14.5.2 any Loss that is not the natural result in the usual course of things of the event that gave rise to the claim and was not likely to arise from a special circumstance which AJ Bell knew of, or should have known of, when that event took place. For example, when we placed an Order;
- 14.5.3 loss of income, profits, the ability to invest or disinvest or wasted expenditure; or
- 14.5.4 Loss arising from our or your insolvency, default, fraud, wilful default or negligence or other act or omission; or
- 14.5.5 loss of data.
- 14.6 Except as provided in clauses 11.2 and 14.6.4, AJ Bell shall not be liable to you, in any event, for:
- 14.6.1 Loss arising from the insolvency, default, fraud, wilful default or negligence of any bank or third party custodian which holds your cash or investments;
- 14.6.2 Loss arising from delays in processing payments made by direct debit or other electronic means;
- 14.6.3 Loss arising from the unauthorised use of a password resulting from your or our negligence; or
- 14.6.4 Loss arising out of or in connection with your error, delay, unclear or incomplete instructions or your failure to comply with AJ Bell's instructions within the specified time limits.
- 14.7 Subject to clauses 11.2 and 14.6.3, in the event of a claim for market or trading loss (including in the case of adverse price movements, any claim for loss of the ability or delay in divestment, or in the case of favourable price movements, the loss of the opportunity to or delay in investment) AJ Bell's total liability to you, arising under or in connection with these Terms shall be limited to the greater of:
- 14.7.1 £500 and the total amount of the charges you paid AJ Bell (directly or indirectly) under these Terms in the 12 months' period immediately preceding the occurrence of the event which gave rise to your claim (or if your Customer Account has been open for less than 12 months, such amount as you would have paid on a pro rata basis); and
- 14.7.2 interest on the principal amount in respect of which the loss occurs, to be calculated in the case of a claim which is in respect of:
- 14.7.2.1 the maladministration of your SIPP, at 2% per year above the Bank of England base rate (or such other rate as the Pension Ombudsman is likely to apply to awards); or

- 14.7.2.2 any other type of claim, 8% per year (or such other rate as the Financial Services Ombudsman is likely to apply to such awards),
- 14.7.2.2.1 for the period of time to which the claim relates.
- 14.8 Save where caused by its negligence, wilful default, fraud or breach of any obligation owed to you by AJ Bell under the FCA rules, you must indemnify AJ Bell and each of its directors, employees and agents against any liabilities, reasonable costs and expenses (including legal costs) and all duties and taxes incurred by AJ Bell in the course or as a consequence of the provision of the Services to you which are caused by any defect in title or any fraud or forgery in relation to any investments delivered to AJ Bell by you or on your behalf or in relation to any instrument of transfer in relation to such investments (including any electronic instruction) purporting to transfer such investments.
- 14.9 AJ Bell shall not be responsible or liable for any delay in performing, or failure to perform, any of its obligations under these Terms if such delay or failure results from events, circumstances or causes beyond AJ Bell's reasonable control, including, our failure to give instructions, authority or information where the same has been properly sought or where the act or omission on AJ Bell's part arises due to an act or omission on our part, any breakdown, failure or malfunction of any telecommunications or computer systems (internally or externally), equipment or software (used by AJ Bell or us), or of any clearing system used in connection with the Services provided under the Agreement, cyber-attacks or other the malicious acts of any third party, the insolvency or default of any participant in such a clearing system or the failure by any settlement bank to make, receive or debit any payment) and, in such circumstances, all and any of AJ Bell's obligations shall be suspended pending resolution of the event or state of affairs in question.
- 14.10 AJ Bell shall have no liability whatsoever to you for any Loss or liability or loss of profit or gain incurred or suffered by you in consequence of any exercise by AJ Bell of any right or remedy under these Terms and any purchase, sale, transaction or other action may be undertaken by AJ Bell at such price and on such terms as AJ Bell shall, in its absolute discretion, determine providing at all times AJ Bell acts in accordance with its obligations under FCA best execution rules. The resultant money balance due to or from AJ Bell will be immediately due and payable.
- 14.11 The provisions of this clause 11 shall continue to apply notwithstanding the fact that AJ Bell ceases to provide the Services.

Charges

- 15.1 The fees, charges or taxes payable by you in relation to the Services provided by AJ Bell are as set out in our schedule of rates and charges. AJ Bell is entitled to pay such charges out of assets and money held for you or may require you to pay them directly. You may be liable for other taxes or charges that are not imposed by AJ Bell or payable via AJ Bell.
- 15.2 AJ Bell may vary its charges for any of the valid reasons set out in clause 23, 'Right for AJ Bell to Amend These Terms'.
- 15.3 AJ Bell and its Associates shall be entitled to:
- 15.3.1 receive and retain the difference between the interest paid to AJ Bell and its Associates by a bank on the aggregate amount of the cash held by AJ Bell and its Associates with the bank and the interest AJ Bell pays to you; and
- 15.3.2 levy a charge for carrying out a foreign exchange trade if AJ Bell has to execute an Order or receives a dividend or payment in relation to any Corporate Action Event in a currency other than GB pounds, to convert the trade consideration, dividend or payment into GB pounds, details of which are available on request.
- 15.4 All of AJ Bell's stated fees and charges are exclusive of value added tax.

Payment and related rights

- 16.1 Any indebtedness, liability, obligation or any sum owed by you to AJ Bell shall be enforceable by AJ Bell against us as your agent.
- 16.2 Where the exercise of any of AJ Bell's rights requires the conversion of one currency to another, such conversion shall be carried out at the prevailing market rates available to AJ Bell at that time.
- 16.3 Until you or, as the case may be, we have paid or discharged in full all monies and liabilities owed to AJ Bell in relation to your account, any

monies from time to time outstanding to the credit of your Customer Account with AJ Bell up to the value of the outstanding amount shall not be due and payable (to the extent it would otherwise be due and payable in accordance with these Terms). You acknowledge and accept that in exercising any right or remedy pursuant to these Terms AJ Bell may be acting on its own behalf rather than executing your orders but, if it is reasonably practicable to obtain our instructions within a reasonable period, AJ Bell will seek our instructions in respect of any choice made in selecting the investments sold and must at all times act in accordance with its obligations under FCA best execution rules.

- 16.4 Your failure to comply with your payment, delivery or other obligations to AJ Bell on time will be a breach of these Terms.

Conflicts of Interest

- 17.1 AJ Bell has adopted conflict of interest policies in accordance with the FCA's requirement for authorised firms to look after the interests of their clients, treat them fairly and manage conflicts of interest fairly. Further details are available from us on request.

Data Protection and confidentiality of information

- 18.1 AJ Bell may use your personal information to provide the Services and administer your account but will only do so for that purpose.
- 18.2 AJ Bell will otherwise only disclose your personal information to third parties where required by Regulatory Requirements or by a Regulatory Authority.
- 18.3 AJ Bell will hold your information and data within the European Economic Area, including the United Kingdom (**EEA**) except where AJ Bell is required to send this to countries outside the EEA, including the United States of America to fulfil its regulatory or tax reporting obligations. To the extent that AJ Bell is required to send your information to countries outside the EEA to fulfil its regulatory or tax reporting obligations you consent to it doing so. Some of these jurisdictions offer differing levels of protection of personal information, not all of which may be as high as the UK. However, AJ Bell will always take steps to ensure that your information is used by third parties in accordance with its data protection policy from time to time.
- 18.4 Subject to some exemptions and in some cases depended on how the data has been processed, you have a number of legal rights in relation to your personal information which AJ Bell holds. These include:
- 18.4.1 the right to access that personal information;
- 18.4.2 the right to rectify/erase that personal information;
- 18.4.3 the right to restrict the processing of your personal information by AJ Bell;
- 18.4.4 the right to transfer that personal information;
- 18.4.5 the right to object to the processing of personal information by AJ Bell;
- 18.4.6 the right to object to how AJ Bell uses your personal information for direct marketing purposes;
- 18.4.7 the right to obtain a copy of personal information safeguards used by AJ Bell for transfers outside your jurisdiction;
- 18.4.8 the right to lodge a complaint with the Information Commissioner's Office.
- 18.5 AJ Bell may ask you for additional information to confirm your identity and for security purposes, before disclosing the personal information requested to you. AJ Bell reserves the right to charge a fee where permitted by law, for instance if your request is manifestly unfounded or excessive.
- 18.6 To verify your identity for money laundering purposes and in connection with the provision of the Services generally AJ Bell may disclose your personal information to licensed credit reference agencies and/or fraud prevention agencies to help AJ Bell make decisions on an ongoing basis, as and when they deem it necessary in order to comply with their regulatory obligations. The credit reference agencies may record the fact that a search has been made and share the fact of the search and the results (including the information that AJ Bell provides about you) with other organisations.

- 18.7 You can exercise your rights, or request details of the credit reference and fraud prevention agencies from whom AJ Bell obtains and with whom AJ Bell records information about you, by contacting AJ Bell. See clause 19.2 for contact information.
- 18.8 AJ Bell's privacy policy (as amended and updated from time to time) can be found at <https://www.youinvest.co.uk/privacy-policy>.
- 22.2 Any written notices or communication in relation to the Services that you wish to give to AJ Bell should be sent to AJ Bell by post to AJ Bell Securities Limited, Client Relationship Management Team, 4 Exchange Quay, Salford Quays, Manchester M5 3EE.

Your right to cancel

- 19.1 If you entered into this Agreement exclusively by means of distance communication, e.g. phone, internet or e-mail, you have a right to cancel this Agreement (including these Terms but not any investment transactions carried out before cancellation) within 14 days of the date on which you entered into it.
- 19.2 You need not give any reason for cancellation and your right to cancel applies even if you have already received Services from AJ Bell before the cancellation period expires.
- 19.3 If you cancel this Agreement your contract with AJ Bell will also automatically be cancelled, any cash held will be returned to you and any investments can either be sold or transferred into your name or to another service provider in each case in accordance with the instructions that we give AJ Bell on your behalf. If investments are sold, you may receive more or less back than the amount you originally invested as a result of market price movements and associated charges. Where you receive less back you are solely responsible for any loss. AJ Bell will be entitled to exercise its rights under clause 13 in relation to any sums you owe AJ Bell.
- 19.4 If you exercise your cancellation rights under this clause 16 you will be responsible for all costs associated with any investment transactions carried out before cancellation (including dealing commission) and other charges for Services provided.
- 19.5 If you do not exercise the right of cancellation within the timescales stated in clause 16.1, your agreement with AJ Bell will continue in effect until either you or AJ Bell terminate it by giving notice in accordance with clause 17, or by AJ Bell exercising any of its other rights to terminate under these Terms. There is no minimum or fixed term for the provision of the Services.

Termination

- 20.1 In the event you no longer wish for us or AJ Bell to provide you with the Services, you may terminate your agreement with us and AJ Bell (but not any investment transactions already started) at any time on giving us 14 days prior written notice.
- 20.2 AJ Bell may immediately terminate the provision of the Services to you at any time on giving us 14 days prior written notice without any liability to you for any Loss or otherwise.
- 20.3 The provision of the Services will automatically terminate if the Agreement is terminated for any reason.

Effect of termination

- 21.1 The termination of these Terms for any reason shall not affect any of your, our or AJ Bell's accrued rights or liabilities, nor any provision of these Terms which is expressly or by implication intended to come into or continue in force on or after such termination, including without limitation clauses 1 to 4, 8, 9, 11 to 13, 15, 18 to 20, 24 and 25.
- 21.2 Upon the termination of these Terms (or any later date that is agreed between us and AJ Bell) AJ Bell will:
- 21.2.1 cease to provide the Services;
- 21.2.2 transfer your assets in accordance with any instructions received from us prior to cessation of the provision of the Services.
- 21.2.3 Except as expressly provided otherwise in these Terms, neither you, us nor AJ Bell shall have any further obligation under these Terms after termination.

Notices

- 22.1 AJ Bell will send all written notices or communication in relation to the Services or these Terms that it is required to give to you directly by post to the most recent postal address or by email to the most recent email address held in its or our records for you. AJ Bell may validly give you notice under this clause 19.1 by procuring that we send the notice or communication to you.

Invalidity

- 23.1 If any provision of these Terms is held by any court or Regulatory Body to be void or unenforceable in whole or part this shall not affect or impair the legality, validity or enforceability of any other provision of these Terms and AJ Bell shall in good faith amend these Terms to reflect as nearly as possible the spirit and intention behind that illegal, invalid or unenforceable provision, to the extent that such spirit and intention is consistent with FCA Rules.

Complaints

- 24.1 If you wish to complain about the Services, please contact the Compliance Officer at AJ Bell Securities Limited, 4 Exchange Quay, Salford Quays, Manchester M5 3EE. If your complaint is not resolved to your satisfaction, you will have the right to refer it to the Financial Ombudsman Service, whose address is Exchange Tower, London, E14 9SR. Further information can be found on the Ombudsman's website at www.financial-ombudsman.org.uk.

Investor compensation

- 25.1 Assets held by AJ Bell (or its Associates) are protected under the Financial Services Compensation Scheme (**FSCS**). The FSCS operates three separate schemes for deposits, investment business and contracts of insurance. Maximum limits for compensation apply in the event of a failure of an FCA authorised firm, these limits are currently as follows:
- 25.1.1 Deposits: 100% of the first £85,000 for claims against firms that fail from 1 January 2017
- 25.1.2 Investments: 100% of the first £85,000 for claims against firms that fail from 1 April 2019
- 25.1.3 Long-term insurance (e.g. insured pension plans and life assurance): 100% of the claim with no upper limit on the value claimed.
- 25.1.4 There are qualifying conditions under which the FSCS can make compensation payments, these are:
- 25.1.4.1 There must be a relevant person in default. This means an FCA authorised firm or an appointed representative who is unable, in the opinion of the FSCS or FCA, to satisfy a claim against it.
- 25.1.4.2 There must be an eligible claimant. The FSCS essentially covers individuals (and some small companies)
- 25.1.4.3 There must be a protected claim. A valid claim under a civil liability owed by the firm to the claimant.
- 25.1.5 Further information on the FSCS is available on its website www.fscs.org.uk

Right of AJ Bell to amend these terms

- 26.1 Subject to clauses 23.2 and 23.3, AJ Bell has the right to alter these Terms at any time on giving you a minimum of 30 days' notice with earlier notice being given to you, if possible. However, AJ Bell does reserve the right in extreme circumstances to vary these Terms with shorter notice, including a change to an existing, or implementation of a new Regulatory Requirement which AJ Bell has to action immediately.
- 26.2 AJ Bell will only alter these Terms for a valid reason. The typical valid reasons for altering these Terms include:
- 26.2.1 to take account of:
- 26.2.1.1 changes in Regulatory Requirements, the law or interpretation of the law.
- 26.2.1.2 FCA or other industry guidance, codes of practice, good market practice or the decisions of an ombudsman.
- 26.2.1.3 in a proportionate way, changes in the costs and expenses AJ Bell incurs in connection with the provision of the Services.
- 26.2.1.4 changes in technology, systems and methods of operation, including the introduction of new systems or services.
- 26.2.1.5 the impact of changes in the way the Services are used on the fair allocation of costs and expenses between customers.
- 26.2.1.6 material changes in market practice or conditions.

- 26.2.1.7 changes in taxes or interest rates.
- 26.2.1.8 changes in the banking arrangements for the Services.
- 26.2.1.8.1 to make these terms fairer, clearer or easier to understand; and to correct errors.
- 26.3 If AJ Bell reasonably considers that an alteration to these Terms is not to your detriment, AJ Bell will not be required to give you any prior notice before making the change, but will tell us or you about it (or procure that we do so), within 30 days of it having been made.

General

- 27.1 AJ Bell's obligations to you shall be limited to those set out in these Terms.
- 27.2 These Terms are intended to be binding upon and enforceable by AJ Bell but otherwise they will not be enforceable by any third party.
- 27.3 Any failure by AJ Bell (whether continued or not) to insist upon strict compliance with any of these Terms shall not constitute nor be deemed to constitute a waiver by AJ Bell of any of its rights or remedies.
- 27.4 These Terms will only be supplied to you in the English language and you agree that all communications we send you relating to these Terms will be in the English language.
- 27.5 These Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it shall be governed by English law and you agree to submit to the non-exclusive jurisdiction of the courts of England. However, if you are a resident of Scotland or Northern Ireland you may also bring proceedings in Scotland or Northern Ireland (as the case may be).

Definitions

- 18.1 In these Terms, the following expressions shall have the following meanings unless the context otherwise requires:

AJ Bell Nominee	Lawshare Nominees Limited (registered number 02777448) or such other nominee company as AJ Bell appoints
AMC	the annual management charge applied annually by the manager of a Collective Investment in relation to the costs incurred in the management of the Collective Investment representing a percentage of the value the Collective Investment
Associate	any subsidiary or holding company of AJ Bell, or any direct or indirect subsidiary of AJ Bell's holding company
Bank	an institution with which the FCA Rules permit your cash to be deposited and which is an Approved Bank (as defined in the FCA Handbook)
Business Day	a day other than Saturday or Sunday or a public or bank holiday in England
Client Money	any of your cash which is held in your Customer Account, all of which is subject to the protections afforded by the FCA's client money rules and guidance
Collective Investment	a unit trust scheme, open ended investment company or recognised scheme (as these expressions are respectively defined in the FCA Rules)
Corporate Action Events	any events concerning investments held in custody including rights issues, take-over offers, capital reorganisations, and conversion or subscription rights
Customer Account	an account maintained by AJ Bell in relation to you containing a ledger for cash records and portfolio records for stocks
Customer Output	statements, contract notes and any reports AJ Bell agrees to provide
Customer Web	the view-only website displaying our brand and/or logo made available by AJ Bell to us via which you may access records relating to your investments
Data Services	the provision of market pricing and valuation data
FCA	the Financial Conduct Authority or any subsequent Regulatory Body that may replace it

FCA Handbook the FCA handbook of rules and guidance, as amended and updated from time to time, which is available on the FCA website at <https://www.handbook.fca.org.uk/handbook>

FCA Rules the rules of the FCA as set out in the FCA Handbook, subject to any related FCA waiver or modification as may apply from time to time

Forward Priced Investment a Collective Investment or any other type of investment which is priced at a price made available to AJ Bell in the future by the investment provider based on the next valuation point

Insolvency Event any of the following events:

- if you are a company or limited liability partnership and you:
- summon a meeting of your creditors.
- make a proposal for a voluntary arrangement.
- become subject to any voluntary arrangement.
- are unable to pay your debts within the meaning of section 123 Insolvency Act 1986.
- have a receiver, manager, administrator or administrative receiver appointed over any of your assets, undertaking or income.
- pass a resolution for your winding-up or are subject to a petition presented to any Court for your winding-up (but in each case save for the purpose of a voluntary reconstruction or amalgamation);
- are subject to a petition presented to any Court for your administration.
- have a provisional liquidator appointed.
- have a proposal made for a scheme of arrangement under section 896 Companies Act 2006 or the Limited Liability Partnerships Regulations 2001: or
- are the subject of a notice to strike off the register at Companies House or to an administration order.

if you are an individual, partnership or firm, and you:

- enter into any composition or arrangement with your creditors.
- have a bankruptcy order made against you.
- are made subject to an application for an interim order under section 253 Insolvency Act 1986 or an order under section 273 Insolvency Act 1986.
- have a petition presented for an administration order under Part III Insolvent Partnerships Order 1994 ("the Order"), have a petition presented for winding up as an unregistered company under Parts IV or V of the Order.
- have an interim receiver of your property appointed under section 286 Insolvency Act 1986.
- are unable to pay your debts within the meaning of sections 267 and 268 Insolvency Act 1986.
- have a receiver or manager appointed over any of your assets.
- have a receiver appointed under the Mental Health Act 1983.
- dies or by reason of any illness (including mental disorder or infirmity), accident or injury or any other cause whatsoever becomes unable for a consecutive period of six months or for an aggregate period of 6 (six) months in any one consecutive period of 12 (twelve) months to comply your obligations under these Terms.

Investcentre SIPP the self-invested person pension administration service which the AJ Bell group makes available to customers under the "AJ Bell Investcentre" brand name

Loss losses, damages, liabilities, costs (including legal and

	professional costs), fines, payments, claims, actions, proceedings and expenses
Limit Order	an Order to buy or sell at a specified price or better
Order	an order to buy or sell investments pursuant to these Terms and "Buy Order" and "Sell Order" shall be construed accordingly
Platform Rebate	a rebate payable to AJ Bell by a product provider which represents a share of the AMC
Pre-paid Investment	a Forward Priced Investment which is subject to a pre-funding requirement imposed by the investment provider for which you place an Order to invest a specific cash amount and in relation to which we do not receive confirmation of the price from the investment provider until we receive the contract note from the investment provider after the Order has been executed by the investment provider (e.g. a structured product)
Product	Self-invested personal pension, individual savings account, junior individual savings account or dealing account or such other portfolio account as AJ Bell in its absolute discretion shall offer
Regulatory Body	any national or local agency, authority, department, inspectorate, minister, ministry official, parliament or public or statutory person (whether autonomous or not) of any government or professional body having jurisdiction over either any of the activities contemplated by these Terms or AJ Bell
Regulatory Requirements	statutory and other rules, laws, regulations, instruments and provisions in force from time to time, including (without limitation) the rules, codes of conduct, Principles, codes of practice, practice requirements and accreditation terms stipulated by any Regulatory Body
Stock Exchange	the London Stock Exchange or any other exchange market or execution venue (including (without limitation) a Multilateral Trading Facility as that expression is defined in the FCA Rules)
Stock Exchange Rules	the rules, regulations, guidance, customs and practices of any Stock Exchange
Tradable Cash	cleared monies plus monies due from unsettled Sell Trades less monies due for unsettled Buy Trades and monies earmarked for Limit Orders and pending Buy Orders
Trade	an executed Order and "Sell Trade" and "Buy Trade" shall be construed accordingly
Trail Commission	commission payable to AJ Bell by the provider of a Product representing a share of the AMC
Unit Holdings	the rights or interests (however described) of the participants in a Collective Investment
Withdrawable Cash	cleared monies less monies due for unsettled Buy Trades, monies earmarked for Limit Orders and pending Buy Orders and any sums due to AJ Bell
Withholding Tax Service	the withholding or deduction of tax and any other levies from an item of income and payment of that tax to the relevant tax authority

AJ Bell Securities ISA and Junior ISA Terms

For clients utilising the custody and settlement services of AJ Bell Securities. We are not an ISA Plan Manager, and therefore our Stocks and Shares ISA and Stocks and Shares Junior ISA are delivered through our a third-party plan manager. When you agree to our Terms, you are also agreeing to accept the terms of the custodian. This section details the ISA and Junior ISA terms of business for AJ Bell Securities Limited.

These are the Terms and Conditions for the Tacit Stocks and Shares ISA (the ISA) and the Tacit Stocks and Shares Junior ISA (the Junior ISA). AJ Bell Securities Limited is the HMRC approved ISA Manager (ISA number Z1688)

and is authorised and regulated by the Financial Conduct Authority (FRN: 155593). Its registered address is 4 Exchange Quay, Salford Quays, Manchester M5 3EE.

The agreement in relation to your ISA or Junior ISA between you and AJ Bell Securities Limited comprises these Terms and Conditions, your application and your declarations. Collectively, these govern the operation of the ISA and the Junior ISA.

Definitions

Within these Supplemental ISA and Junior ISA Terms and Conditions, the following definitions shall apply:

- "AJ Bell" means AJ Bell Securities Limited a company registered in England and Wales under company number 2723420
- "child" means a child (aged under 18) who: was either born on or after 3 January 2011 or is not eligible for a Child Trust Fund; who at the time of the application for a Junior ISA is resident and ordinarily resident in the UK or otherwise eligible under the ISA Regulations; on behalf of whom an application for a Junior ISA is made; and in whose name the Junior ISA will be held
- "Current tax year" means the tax year in which a transfer to or from the ISA or Junior ISA takes place
- "current year subscriptions" means (in relation to a transfer into the ISA or Junior ISA) subscriptions made prior to the transfer in the current tax year to another ISA or Junior ISA and (in relation to a transfer from the ISA or the Junior ISA) subscriptions made prior to the transfer in the current tax year to the ISA or the Junior ISA or to another ISA or Junior ISA but transferred to the ISA or the Junior ISA prior to the transfer
- "ISA Regulations" means the Individual Savings Account Regulations 1998 & The Individual Savings Account (Amendment) Regulations 2024 (as have subsequently been, and shall be, amended from time to time)
- "previous tax year" means any tax year prior to the tax year in which a transfer to or from the ISA or Junior ISA takes place
- "previous year subscriptions" means (in relation to a transfer into the ISA or Junior ISA) subscriptions made to another ISA or Junior ISA in previous tax years and (in relation to a transfer from the ISA or the Junior ISA) subscriptions made to the ISA or Junior ISA in any tax year prior to the tax year in which the transfer from the ISA or Junior ISA takes place
- "registered contact" means a person, over the age of 16 with parental responsibility for the child, or (subject to the child being over the age of 16 and AJ Bell accepting them as registered contact) the child and who in each case, is responsible for providing instructions to AJ Bell
- "subscriptions" means payments in relation to transfers into and out of the ISA or the Junior ISA (including investments and other proceeds (including income) representing those subscriptions)
- "tax year" means 6 April to the following 5 April
- "you", "your" or "yourself" means the person AJ Bell has accepted as a client, or in the case of the Junior ISA, the registered contact (on behalf of the child) and/or (as appropriate) the child
- You appoint AJ Bell as the ISA manager for the ISA and the Junior ISA. AJ Bell will manage the ISA and the Junior ISA in accordance with the agreement, the FCA Rules and the ISA Regulations. You authorise AJ Bell to exercise the obligations and powers of an ISA manager under the ISA Regulations on your behalf and to comply with any other regulatory requirement in relation to the ISA and the Junior ISA.

If there is a conflict between these Supplemental ISA and Junior ISA Terms & Conditions and the ISA Regulations, the ISA Regulations shall prevail.

Applying for an ISA or Junior ISA

AJ Bell accepts applications from individuals aged 18 or over (and in relation to the Junior ISA with parental responsibility for the child). The applicant and (in relation to the Junior ISA) the child must be resident and ordinarily resident in the UK. The applicant for the Junior ISA agrees to be the first registered contact. AJ Bell reserves the right to ask for proof of parental responsibility.

If you cease to be resident and ordinarily resident in the UK, you must inform AJ Bell or Tacit Investment Management immediately. Subscriptions to the ISA will not be permitted whilst you are not resident and ordinarily resident in the UK, but AJ Bell will keep the ISA open. If the child ceases to be resident and ordinarily resident in the UK, subscriptions can continue to be made to the Junior ISA.

AJ Bell will only take instructions in relation to the Junior ISA from, and communicate with, a registered contact but will cease to do so if AJ Bell becomes aware that the registered contact no longer has parental responsibility.

You cannot apply for, and subscriptions cannot be made to, a Junior ISA if a Stocks and Shares Junior ISA is already held for the child.

Change of registered contact status (Junior ISA only)

AJ Bell will accept an application for a change of registered contact subject to the following conditions:

- the applicant satisfies relevant regulatory requirements.
- AJ Bell has no reason to believe that the applicant has provided untrue information; and
- AJ Bell receives the consent of the existing registered contact.

AJ Bell will accept an application for a change of registered contact without the consent of the existing registered contact if:

- the applicant is the child and is over the age of 16 and satisfies relevant regulatory requirements (but AJ Bell reserves the right to advise the existing registered contact of the application);
- the existing registered contact is dead or incapacitated.
- the existing registered contact cannot be contacted.
- the existing registered contact has ceased for whatever reason to have parental responsibility.
- the applicant is the adopter or has been appointed the guardian or special guardian of the child who holds a Junior ISA; or
- AJ Bell has to comply with a court order.

AJ Bell may decline an application for a change of registered contact at its discretion.

When the child reaches age 18, the Junior ISA will automatically convert into an ISA in the name of that individual, subject to that individual providing such information as is required by the ISA Regulations. AJ Bell will not accept any further subscriptions until AJ Bell has received that information.

AJ Bell will categorise you (and in relation to the Junior ISA, the child also) as a retail customer for the purposes of the FCA rules. This categorisation provides the highest level of protection.

Subscriptions to your ISA or Junior ISA

You can transfer cash and investments permitted by the ISA Regulations held by another ISA manager in a Cash ISA or Stocks and Shares ISA into the ISA. You can transfer current year subscriptions in whole only and/or previous year subscriptions in whole or in part.

You can transfer cash and investments permitted by the ISA Regulations held by another Junior ISA manager in a Cash Junior ISA or Stocks and Shares Junior ISA into the Junior ISA. If transferring from a Stocks and Shares Junior ISA, you must transfer the whole Junior ISA. You can transfer current year subscriptions from a Cash Junior ISA in whole only and/or previous year subscriptions in whole or in part.

You can only subscribe to the ISA from your own cash.

Subscriptions to the Junior ISA cannot be made if a Stocks and Shares Junior ISA is already held for the child.

If you transfer subscriptions from an ISA or a Junior ISA held with another ISA or Junior ISA manager to AJ Bell and the level of subscriptions made to that other ISA or Junior ISA when added to any subscriptions you have made into the ISA or the Junior ISA means that you will exceed the

maximum subscription limit, AJ Bell will reject the transfer and inform your former ISA manager or Junior ISA manager accordingly.

You are responsible for ensuring that all subscriptions into the ISA or the Junior ISA are within allowable regulatory limits.

If instructed by HMRC, AJ Bell will return any over-subscription without your further authority.

AJ Bell will only accept orders for investments permitted by the ISA Regulations.

Transfers and withdrawals from the ISA or Junior ISA

Should you wish to transfer or withdraw cash, investments or proceeds from your investments, you must instruct AJ Bell to do so and you must specify the amount of cash, the investments and/or the proceeds of the investments you wish to transfer or withdraw. On receipt of your instructions, AJ Bell will within 30 days of receipt of those instructions or (where dealings in the units and shares of certain collective investments have been suspended) within 7 days of the end of the suspension, or such longer period as you stipulate:

- transfer all or part of the subscriptions in the ISA or all or part of the ISA to another Stocks and Shares ISA Manager in an account in your name
- transfer all or part of the subscriptions in the Junior ISA or all or part of the Junior ISA to another Cash Junior ISA Manager or transfer all of the Junior ISA to another Stocks and Shares Junior ISA Manager (in either case in an account in the child's name)
- transfer to you all or part of the investments held in your ISA and/or the proceeds arising from those investments (including interest, dividends, rights or other proceeds).

The ISA Regulations only permit withdrawals from the Junior ISA before the child reaches age 18 in the event of the child's terminal illness or death or to pay charges.

The ISA (excluding the Junior ISA) is flexible, this means that you can withdraw money from your account and replace it without the replacement money counting towards your annual allowance, so long as you replace the money within the same tax year.

AJ Bell will manage the transfer or withdrawal in accordance with the ISA Regulations. The transfer of the ISA or the Junior ISA to another Stocks and Shares ISA Manager shall include the transfer of the rights and obligations of each party to it.

AJ Bell will provide Tacit with written details of the current market value as at the date of withdrawal of investments from the ISA or the Junior ISA.

If you request the transfer in full of your ISA to another ISA manager or your Junior ISA to another Junior ISA manager, the ISA or the Junior ISA will be closed and AJ Bell will not accept any further orders. If you request a transfer of all or part of the subscriptions in the ISA to another ISA manager or Junior ISA to another Junior ISA manager or withdrawal of all or part of the subscriptions in the ISA, AJ Bell will not accept any further orders in relation to the investments to be transferred from the date AJ Bell receives your request. Save as is provided otherwise, you may transfer out current year subscriptions in full only but previous year subscriptions can be transferred out in full or in part.

The withdrawal of cash or investments from your ISA or (subject to the ISA Regulations) your Junior ISA into your own name will mean that they are no longer held in a tax-advantaged environment.

Your cash and investments

You authorise AJ Bell:

- to hold your cash subscription, ISA or Junior ISA investments, interest, dividends and any other rights or proceeds in respect of those investments and any other cash, and
- to make on your behalf any claims to relief from tax in respect of ISA or Junior ISA investments.

All investments held in the ISA must remain in your beneficial ownership. All investments held in the Junior ISA must be held in the beneficial ownership of the child.

Investments held in the ISA or Junior ISA must not be used as security for a loan, except as provided for in the ISA Regulations.

The title to your ISA or Junior ISA investments will be registered in the name of the AJ Bell nominee in a pooled account. Share certificates or other documents evidencing title to ISA or Junior ISA investments will be held by AJ Bell or as AJ Bell may direct.

If any investment in the ISA or the Junior ISA ceases to be permitted by the ISA Regulations, AJ Bell will notify Tacit detailing the options available. AJ Bell may need to sell the investment to comply with the ISA Regulations.

Any new investments arising from a corporate action must satisfy the qualifying requirements of the ISA Regulations, in default of which AJ Bell shall deal with them in accordance with the ISA Regulations.

You must make a separate request in each event if you want AJ Bell to arrange:

- for you to receive annual reports and accounts; and
- subject to any provisions made under any enactments, for you to attend shareholder meetings and participate in respect of voting or to receive any other information (other than annual reports and accounts) in relation to investments held in the ISA or the Junior ISA

AJ Bell will satisfy itself that any person to whom AJ Bell delegates its functions or responsibilities is competent to carry out those functions or responsibilities.

AJ Bell will (and you authorise AJ Bell to) deduct such charge as HMRC imposes from time to time on interest paid on cash in the ISA or the JISA.

ISA cancellation rights

You have a right to cancel the ISA or the Junior ISA within 30 days of the date on which your application is accepted. You do not have a right to cancel a transfer in.

You can exercise cancellation rights by writing to AJ Bell or Tacit.

If you cancel the ISA or the Junior ISA, any cash held will be returned to you (and in relation to the Junior ISA regardless of whether the cash was paid by you) and any investments can either be sold or transferred to your name or to another account held in your name. If investments are sold you will be responsible for all costs associated with dealing and you may receive more or less back than the amount you originally invested.

ISA Repairs and Voiding

AJ Bell will notify you if, through any failure to satisfy the ISA Regulations, the ISA is, or is to become, no longer exempt from tax by virtue of regulation 22(1) of the ISA Regulations. In these circumstances some or all of the investments will be removed from the ISA and transferred into your name.

In order to repair the ISA, AJ Bell may deduct cash from, and/or sell any of the investments in your account where HMRC imposes a tax or other charge, fine or penalty.

Death

All tax benefits associated with the ISA or the Junior ISA will cease in the event of your death and AJ Bell will close your account.

AJ Bell will hold your cash and investments in a client account until it can be paid to your executors or personal representatives. These Terms and Conditions will apply equally to them.

Changes to the Terms and Conditions

AJ Bell may vary these Terms and Conditions on giving you 30 days' notice but AJ Bell reserves the right in extreme circumstances, e.g. a change to an

existing, or implementation of a new, regulatory requirement, which AJ Bell has to action immediately, to vary them without notice.

General

This agreement shall be deemed to have been made in England and shall be governed by and construed in all respects in accordance with the laws of England. The services are subject to legislation and regulation in the UK and are therefore primarily marketed and targeted at consumers in the UK.

Except for the rights expressly or implicitly afforded to our employees, agents and associates, no person shall have rights under this agreement pursuant to the Contracts (Rights of Third Parties) Act 1999 but AJ Bell will not need the consent of any such person to vary these Terms and Conditions.

If any of the terms included in these Terms and Conditions is held by any competent authority to be unenforceable or invalid in whole or in part, the validity of the other provisions of these Terms and Conditions and the remainder of the term in question shall not be affected by such invalidity.

Credo Capital Limited Custody Terms

Relationship with CREDO

29.1 Tacit has entered into a Financial Intermediary agreement (Agreement) with Credo Capital Limited (Credo), under which Credo has agreed to provide clearing and settlement, safe custody and associated services ("Platform Services") for Tacit and our investor clients. Credo is incorporated and registered in England and Wales with company number 3681529 whose registered office is at York Gate, 100 Marylebone Road, London NW1 5DX, United Kingdom. Credo is authorised and regulated by the Financial Conduct Authority ("FCA") in the United Kingdom ("UK") in the conduct of their designated investment business, with FCA Register (number 192204).

29.2 By accepting these terms and conditions (Terms), you agree to Credo providing the Platform Services to you on the terms set out below and enter into a contractual relationship with Tacit acting as your agent, for and on your behalf.

29.3 By entering into this Agreement as a client of Tacit you:

29.3.1 accept these Terms and agree that you are bound by them;

29.3.2 authorise Tacit to give instructions and provide information and documentation, including your money laundering documents, to Credo and confirm that Credo is entitled to rely on those instructions and/or that information; and

29.3.3 authorise Credo to hold cash and investments on your behalf and to transfer cash or investments from your account to meet your settlement or other obligations to Credo and your obligations to us.

29.3.4 The Platform Services provided by Credo is provided on an execution-only basis, and does not offer financial or investment advice or any personal recommendations, and Credo will not therefore consider the suitability or appropriateness of any transactions entered into. This means that Tacit, as your agent is responsible for compliance with the FCA Conduct of Business Rules regarding suitability and appropriateness.

29.3.5 Tacit remain solely responsible for instructing orders in investments, assessing the suitability or appropriateness of transactions and investments, providing pre-contractual disclosure of costs and charges and where applicable providing any investment advice to you.

29.3.6 Credo will provide dealing services on an execution-only basis in relation to:

29.3.6.1 shares in UK or foreign companies;

29.3.6.2 debenture stock, loan stock, bonds, notes, certificates of deposit, commercial paper or other debt instruments, including government, public agency, municipal and corporate issues;

29.3.6.3 warrants to subscribe for investments falling within (a) and (b) above;

29.3.6.4 depository receipts or other types of instrument relating to investments falling within (a), (b) or (c) above;

- 29.3.6.5 unit trusts, mutual funds and similar schemes in the UK or elsewhere;
- 29.3.6.6 options to acquire or dispose of investments including equities, futures, bonds and currencies (but excluding commodity options and options on commodity futures); and
- 29.3.6.7 related or similar investments
- 29.3.6.7.1 Tacit remain solely responsible for the conduct and supervision of all dealings with you, including:
 - 29.3.6.7.1.1 complying with the FCA Rules and Stock Exchange Rules;
 - 29.3.6.7.1.2 establishing your Account;
 - 29.3.6.7.1.3 verifying your identity and carrying out ongoing verification;
 - 29.3.6.7.1.4 the completion of all account opening documentation;
 - 29.3.6.7.1.5 issuing of terms of business;
 - 29.3.6.7.1.6 managing categorisation and monitoring the frequency of dealing;
 - 29.3.6.7.1.7 ensuring that all Customer Output is complete and accurate before it is sent to you;
 - 29.3.6.7.1.8 handling complaints in accordance with FCA Rules;
 - 29.3.6.7.1.9 maintaining all records relating to you;
 - 29.3.6.7.1.10 verifying the authenticity of all information and instructions given by you;
 - 29.3.6.7.1.11 managing financial arrangements with you; and
 - 29.3.6.7.1.12 checking the authenticity of all documents of title relating to investments and all incidental matters.

Accounts

- 30.1 Credo shall open an Account for you once Tacit have given Credo such information as Credo reasonably requires for that purpose.
- 30.2 Credo reserves the right at its absolute discretion without notice or compensation to decline to provide the Services.
- 30.3 Credo shall upon receipt of a valid instruction from Tacit act on their instruction in relation to the operation of your Account (including (without limitation) moving monies between Accounts and ledgers) provided that doing so does not render Credo in breach of a Regulatory Requirement.
- 30.4 Credo shall be entitled to rely on any instruction Tacit give Credo to transfer or allocate money or assets to a specific Account, without carrying out any checks to ensure that the specified Account is the correct Account.
- 30.5 Save in exceptional circumstances, Credo will only make payments to you to the bank account that Tacit notify to Credo. Credo can make payments due to you by cheque or by any appropriate electronic method available to it.
- 30.6 If Credo receives a valid instruction from Tacit in a format acceptable to Credo and if there is Withdrawable Cash in your Customer Account, Credo will operate a standing order for the payment of monies to you from your Customer Account and an ad hoc payments facility.
- 30.7 You are responsible for dealing with your tax affairs, including completing and submitting any applicable tax returns. You are also responsible for checking that any information Credo provides about your investments which is used for the purposes of completing any tax returns (e.g. details of dividend receipts and capital gains) is accurate and complete. Investment income received or gains made may be subject to tax. It is your responsibility to report this information to HMRC and to pay any tax liability that arises. Credo is not responsible for any personal tax liability you may have in relation to your Customer Account.

Appointment of Custodian

- 31.1 Credo may engage agents, sub-contractors or third parties to provide their services. You agree that acting as your agent, Credo will we have authority to engage one or more third parties, selected at their discretion, to provide clearing, settlement, safe custody, nominee and associated services and to change the third party without your consent (each, or where appropriate, collectively referred to as the "Custodian").
- 31.2 When Credo consider it necessary or desirable in connection with their services they may agree with the Custodian that it will also provide other services, such as investment dealing services, under the Custodian agreement that they have entered into with the Custodian, or provide some or all of the services where they deem it to be in your interest or for any other reason whatsoever.
- 31.3 You agree that acting as your agent, Credo will we have authority to enter into agreements with custodians and you give them authority to give instructions to a custodian on your behalf on the terms summarised below (and such additional terms Credo or the Custodian may determine);
 - 31.3.1 Credo have your authority to give instructions to the Custodian on your behalf and to agree any subsequent amendments to the Custodian's agreement on your behalf;
 - 31.3.2 you agree to be bound by the obligations to the Custodian as set out in these Terms or as otherwise agreed by us on your behalf, from time to time;
 - 31.3.3 acceptance of these Terms will constitute the formation of a contract between Tacit and Credo and also between Tacit and the Custodian, where appropriate where Tacit are acting as agent for an underlying client, between the Custodian and that client; and
 - 31.3.4 Tacit (and our underlying client, where Tacit are acting as agent) will be bound by the terms of the Custodian's agreement and the terms and conditions, processes and procedures of the Custodian whether notified to you or not.
- 31.4 The principal Custodian is currently Pershing Securities Limited ("Pershing UK"). Pershing UK is authorised and regulated by the FCA and is a member of the London Stock Exchange and Euronext-LIFFE. Pershing UK is registered in England, company number 2474912 and has its registered office at Capstan House, One Clove Crescent, East India Dock, London E14 2BH. Pershing UK is a subsidiary of the Bank of New York Mellon group of companies and may use a Group bank to hold client money on your behalf.
- 31.5 The Custodian does not provide investment advice, or give advice or offer any opinion regarding any transaction or order. Instructions relating to your Account should be given by Tacit to Credo and not the Custodian. You should direct all enquiries regarding your Account to Tacit and not to the Custodian. The Custodian will not accept instructions from you directly.
- 31.6 The Custodian reserves the right to refuse to open an Account for Tacit as your agent, or hold any securities on your behalf in its safe custody, to provide nominee services to you and reserves the right to close your Account, in its absolute discretion and without providing reasons therefor. In any such event, the agreement with the Custodian will terminate forthwith.
- 31.7 In order to use Credo Platform Services under these Terms and those of the Custodian, Tacit may be required to open one or more accounts with Credo, and Credo will open an account on your behalf with the Custodian. To do so you may need to enter into one or more account agreements with the Custodian which will govern your relationship with the Custodian. Under the terms of the agreement with any Custodian, you will remain our client but may also become a client of the Custodian for clearing, settlement and custody purposes. We will provide you with copies of the necessary documentation for these purposes, where applicable. The account(s) that you open with us or with any Custodian is/are referred to in these Terms as "your Account".
- 31.8 Where Tacit are acting as agent for any underlying client who holds an account jointly or otherwise hold assets jointly, with any other person, then both of those joint holders shall have Joint and Several Liability (as defined below) to Credo and/or the Custodian, where appropriate.
- 31.9 If joint and several liability applies, the effect is that both you and the other person(s) separately promise to meet all obligations under these Terms in respect of the Account either (1) jointly with the other person(s); and (2) individually.
- 31.10 Where Tacit acts as agent acting on your behalf, Tacit will be treated as the Custodian's client under the FCA Rules and will be fully liable to the Custodian under these Terms as if Tacit were acting for you. You will be jointly and severally liable in the manner described above. In addition, you represent warrant and undertake to Credo and the Custodian on a continuing basis that;
 - 31.10.1 Tacit has full power and authority to instruct Credo on these Terms and you have been informed of these Terms and understands

- and accepts that Tacit shall be bound to the Custodian by virtue of its role as agent and by your acceptance of these Terms;
- 31.10.2 Tacit has no reason to believe that any such underlying client will not be able to meet any settlement or other payment obligation under these Terms or to believe that any such underlying client is or is likely to become insolvent;
- 31.10.3 At the time Tacit instructs Credo to undertake a transaction for such underlying client there are sufficient funds or assets under Tacit's authority to permit settlement and will not subsequently execute transactions which could result in insufficient funds or assets being available;
- 31.10.4 To Tacit's knowledge any transaction undertaken for any such underlying client will be its/his/her valid and binding obligation enforceable against it/him/her in accordance with its terms subject to bankruptcy and other applicable laws.
- Settlement**
- 32.1 All business transacted between Tacit and Credo will be carried out in accordance with the standard settlement practices of the market and any other exchanges on which the business is transacted and you will be bound thereby as well as by the processes, procedures or terms of business of a third party ("Third Party Terms") through which Credo or the Custodian settles any business on your behalf and if a transaction has to be settled through a Central Counterparty ("CCP") or Central Securities Depository ("CSD") the following provisions
- 32.1.1 Certain markets that the Custodian trades in on your behalf will involve a CCP and such transactions will be subject to the rules of the CCP.
- 32.1.2 When settling a transaction on your behalf the Custodian may have to settle such transaction through a central securities depository or other securities settlement system and the transactions will be subject to the rules of the CSD.
- 32.2 You warrant that all cash and investments held by or transferred to the Custodian are at all times beneficially owned by Tacit or their underlying clients, if applicable, and are free from any charge, lien, pledge or encumbrance.
- 32.3 The custodian reserves a right of retention over assets they custody and such assets must not be dealt with in any way inconsistent with the terms. If the custodian does not receive cash or securities or a settlement fails it may take any action it deems necessary to reduce or limit liability under the transaction. If Tacit or you are in default of your obligations towards a custodian they may retain your assets and not account to you for money they receive in relation to your investments and may sell any assets they hold for you in order to discharge or reduce such liabilities.
- 32.4 Where Pershing UK is the Custodian:
- 32.4.1 Pershing UK reserves a right of retention with respect to all cash, securities or other assets of any description paid or delivered (or which are due to be paid or delivered) to Pershing UK for your Account and you confirm that all such cash, securities or other assets will be paid or delivered free and clear of any charge, lien or encumbrance and that you will not deal with any such cash, securities or other assets other than in accordance with these Terms without Pershing UK's prior consent.
- 32.4.2 In the event that Pershing UK does not receive cash or securities from you when due (as shown in the relevant contract note or advice) or in the event of you not taking all such steps as may be necessary to secure the due and prompt settlement of any such transaction (or Pershing UK reasonably considers that you have not or are unlikely to perform your obligations under these Terms), Pershing UK may, inter alia, without further notice to you, enter into any other transaction or do or not do anything which would or could have the effect of reducing or eliminating liability under any transaction, position or commitment undertaken for you.
- 32.4.3 Where for whatever reason you or Credo are in default of obligations to Pershing UK to make any payment of cash or delivery of securities or meet any other contractual obligations in respect of any transactions from your Account, then:
- 32.4.3.1 until such time as you or, as the case may be, Credo have, fully discharged the relevant obligations:
- 32.4.3.2 Pershing UK shall have no obligation to account to you or any other person for any investments or cash received by Pershing UK or a third party (who will be an Eligible Custodian in accordance with the FCA Rules (or its nominee) for your Account; and
- 32.4.3.3 neither you nor any other person shall have any right, title or interest in or to (including any charge, pledge, lien or other security interest) any investment or cash received by Pershing UK or an Eligible Custodian (or its nominee) for your Account;
- 32.4.3.3.1 without any requirement to give any prior notice to you, Credo or any other person, Pershing UK may:
- 32.4.3.3.1.1 sell or otherwise dispose for value any investments received by it or an Eligible Custodian for your Account and apply the proceeds (net of costs) in discharge or reduction of the relevant obligations which are then due and payable, but unpaid; and
- 32.4.3.3.1.1.1 apply any cash received by it or an Eligible Custodian for your Account in discharge or reduction of the relevant obligations which are then due and payable, but unpaid, and shall pay to you any surplus that is not so applied;
- 32.4.3.3.1.1.2 upon Pershing UK exercising its rights under clause 4.4.4(b) above, Pershing UK shall have no further obligation (and neither you nor we shall have any right to require Pershing UK) to account to you or any other person for any investment or cash received by Pershing UK or an Eligible Custodian (or its nominee) under the relevant settlement. Any provision that purports to create any charge, pledge, lien or other security interest in or to investments or cash received by Pershing UK or an Eligible Custodian (or its nominee) under a relevant settlement shall be disapplied and be of no effect in relation to any such investments or cash. If the proceeds of such cash or investments are insufficient to cover the whole of your liabilities you will remain liable to Pershing UK for the balance.
- 32.4.3.3.1.1.3 Pershing UK's rights contained in this clause are created by way of reservation by Pershing UK under its right, title and interest in and to investments and cash received by it (or its nominee on behalf of Pershing UK) as being for your Account and not by way of grant by you or any person and accordingly, nothing in this clause is intended to, or shall, create any charge, pledge, lien or other security interest by you or any other person in favour of Pershing UK in or to any such investments or cash.
- 32.4.3.3.1.1.4 The rights reserved to Pershing UK by this clause 4.4 are cumulative with Pershing UK's right to assert any general lien or set-off against securities, cash or other assets (including documents of a title) held by or to the order of Pershing UK for you as continuing security for (i) all sums that become due from you or from Credo (insofar as they relate to any transaction for your Account) to Pershing UK; and (ii) the performance of any other obligation owed by you or by Credo (insofar as it relates to any transaction for your Account) to Pershing UK.
- 32.4.3.3.1.1.5 You hereby authorise Pershing UK to set off, transfer or apply (without prior notice) any indebtedness, liabilities or obligations of Pershing UK to you in or towards the satisfaction of any indebtedness, liabilities or obligations or any sum that is due from you to Pershing UK in any respect whatsoever (whether or not expressed in the same currency and including, without limitation, any payment of fees or charges due to Pershing UK and payments pursuant to any indemnity).
- 32.4.3.3.1.1.6 In exercising any right or remedy pursuant to these Terms, Credo and the Custodian are authorised to effect such currency conversions and enter into such foreign exchange transactions with, or on your behalf at your own risk, at such rates and in such manner as Credo or the Custodian may, in their absolute discretion, determine. You acknowledge and accept that in exercising any right or remedy pursuant to these Terms, Credo and/or the Custodian, as the case may be, will be acting on our or its own behalf rather than

executing your orders and neither Credo nor the Custodian will be liable to Tacit (or you as the underlying client, if applicable) in respect of any choice made in selecting the investments sold or the currency conversion made.

Custody

- 33.1 Investments in registrable form which are purchased through Credo will be registered or otherwise recorded in the name of a nominee controlled by or selected by the Custodian.
- 33.2 Acceptance of these Terms provides authority for the Custodian to transfer securities from your Account to meet sales affected for your Account, acceptance of offers or other matters covered by these Terms.
- 33.3 Should you instruct Credo in writing that investments purchased through the Custodian are to be registered in the name of some other person whom you specify, the consequences of registration carried out in accordance with your instructions are entirely at your own risk. The legitimacy of such registrations also remains your responsibility.
- 33.4 Where assets are held overseas the same rules may not apply and assets may not be registered in the name of a nominee. You consent to the fact that overseas investments may be registered or recorded in the name of the relevant Custodian, or in our name in one or more jurisdictions outside of the UK, where, due to legal requirements or the nature of market practice in the jurisdictions concerned, it is in your best interests, or it is not feasible to do otherwise. As a consequence of this, your investments will not be segregated from investments belonging to the Custodian and therefore, your protection may be less should a default occur on the part of the person in whose name the investments belonging to you are so recorded.
- 33.5 Investments registered or recorded in the name of a nominee company may be pooled with those of our other clients. Accordingly your individual entitlements may not be identifiable by separate certificates, physical documents or entries on the register. In the event of an irreconcilable shortfall following any default by the Custodian, you may not receive your full entitlement and may share in that shortfall pro-rata. A further effect of pooling can be that following a corporate action your allocation may be less than it otherwise would have been, had your investments been registered in your name.
- 33.6 You should note that, in extremely restricted circumstances, investments held by the Custodian on your behalf may be registered in your own name, usually where law or market practice dictates, or where it has been specifically agreed between the Custodian and Credo that the option for such registration will be provided, and where this occurs you shall remain responsible for the consequences of any such registration. In some situations, for example where the rules of a particular market or CSD require, the Custodian will register your investments in the name of an Eligible Custodian. When your investments are held by a depository or an Eligible Custodian, such depository or Eligible Custodian may have rights against your investments, which may include:
- 33.6.1 security rights over them including but not limited to a mortgage or charge;
- 33.6.2 rights to withhold or retain them, such as by way of a lien;
- 33.6.3 other rights to have the asset paid or transferred to them or to prevent a transaction involving such asset from going ahead; and/or
- 33.6.4 rights to be paid any or all of the proceeds of a transaction involving the asset.

Representations

- 34.1 By your acceptance of these Terms you represent and warrant to Credo that:
- 34.1.1 the monies and other assets which are the subject of these Terms are either beneficially owned by you (and not by any third party) or are owned, managed, held or administered by you on terms that confer upon you the power to appoint Credo subject to these Terms and do not constitute the proceeds of any activity which is illegal or unlawful under the laws of any applicable jurisdiction or which would be illegal or unlawful if it occurred in the UK;

- 34.1.2 you, or your underlying clients if applicable, are over the age of 18 or you, or your underlying clients, if applicable, are the lawful representative of any person under the age of 18;
- 34.1.3 you take full responsibility for and have, where necessary, obtained independent tax advice and correctly discharged your tax liabilities in all applicable jurisdictions;
- 34.1.4 you will notify Credo immediately should you wish to open an account with Credo for any person who is resident in the United States of America and you acknowledge that we shall not be obliged to open any account and shall be entitled to close any account for a person who is resident in the USA;
- 34.1.5 any information provided to Credo by you is complete, accurate and not misleading in any material respect and you agree to notify Credo should such information change in any material respect; and
- 34.1.6 you comply with all of your local laws and regulations (where applicable) as well as the laws and regulations that apply to your trading activities in other jurisdictions (where applicable).
- 34.2 Where the underlying client is acting as a Trustee on behalf a trust (the "Trust"), as well as being jointly and severally liable to the Custodian the Custodian will treat the Trustees as its client and not any beneficiary of the Trust. Credo shall warrant to the Custodian that:
- 34.2.1 Credo will only cause the Custodian to be obliged to settle any transaction where Credo have full management control and full authority to instruct use of sufficient of the assets or cash of the Trust to meet any obligation incurred by the Custodian on behalf of the Trust and that Credo have full authority to direct the Custodian, if any, of the underlying customer's assets and cash to meet any obligations so incurred and that Credo have sufficient authority and consents to perform our obligations under these Terms;
- 34.2.2 Credo are not aware of any reason why the cash or assets of the Trust which are the subject of our management (as described above) could not be used to meet such obligations;
- 34.2.3 Credo will not affect any transaction for the account of the Trust if Credo have any reason to believe that the Trustees of the Trust will not be willing or able to meet their obligations in respect of such transaction and will notify the Custodian as soon as reasonably practicable if we have any reason to believe that the Trustees will not be willing or able to meet their obligations in respect of any transaction; and
- 34.2.4 Credo believe on reasonable enquiry and on reasonable grounds that the Trustees of the Trust will have all requisite power and legal capacity to enter into any such transaction and to perform their obligations under these Terms.
- 34.3 Where the underlying client is acting in its capacity as Trustee of any Trust, Tacit acknowledge and agree with the Custodian that:
- 34.3.1 Tacit will supply Credo with all relevant information of which they are aware in relation to the matters covered by our above warranties and Tacit will not do anything to cause Credo to be in breach of our obligations as set out above;
- 34.3.2 Any payment or accounting made by the Custodian to any one or more of the Trustees will be treated as made to all of them;
- 34.3.3 If Tacit (or any underlying client) becomes aware that any warranty given to the Custodian above has become untrue Tacit will notify the Custodian and Credo in writing as soon as reasonably practicable on becoming so aware; and
- 34.3.4 Your aggregate liability to us, the Custodian and any other person under these Terms shall be limited to the net value of the assets from time to time under the control of your underlying clients in their capacity as Trustees of any Trust save that this limitation shall not apply in respect of any liability to the Custodian for any breach of your obligations to the Custodian under this sub-clause.

Communication and Instructions

- 35.1 Credo will only accept instructions concerning your Account(s) from Tacit and not directly from you, unless Credo contacts you directly to obtain instructions. You should direct all enquiries regarding your Account to Tacit and not to Credo. However, Credo may contact you directly to obtain instructions or information. Credo shall be entitled

to rely and act upon any instruction, which it believes in good faith Tacit or our agents have given.

- 35.2 Any communications (whether written, oral, electronic, or otherwise) between you, us and/or Credo shall be in English.
- 35.3 Credo may, in its absolute discretion, refuse to accept any order or other instruction for your account(s). Credo will advise us of its decision and may advise us of the reason for its decision unless prevented from doing so by law, Court order or instruction by the FCA where doing so may cause it to be in breach of any Regulatory Requirement.
- 35.4 Credo shall only accept instructions concerning your account(s) from us and not directly from you, unless a separate specific agreement has been entered into relating to the giving of instructions, including such further mandate and/or indemnities as Credo may require. In the absence of actual notice in writing to the contrary received from us in sufficient time to prevent the processing of any instructions, Credo shall be entitled to rely upon and act in accordance with any instruction which Credo believes in good faith to have been given by us and our agents on your behalf. Credo reserves the right to take such action as it considers appropriate in the event that it has sought instructions from us and we have failed to respond within a reasonable time. Credo will not be responsible for any delays or inaccuracies in the transmission of any instructions or other information due to any cause outside Credo's reasonable control.
- 35.5 Although we will endeavour to implement your instructions in a timely manner, you agree that we and Credo are not liable for any loss or damage to you which has resulted either directly or indirectly from a delay in carrying out your instructions, where that delay is due, inter alia, to:
- 35.5.1 Credo or our suspicion that a financial crime may have been or will be committed;
- 35.5.2 a Third Party's Terms (including those of the Custodian) which we are bound by, whether or not you have been advised thereof; or
- 35.5.3 instruction having been received by Credo outside our normal hours of operating (between 9am and 5pm UK time Monday to Friday, excluding bank and public holidays in the UK).

Exclusion of Liability

- 36.1 Subject to Credo's duties and liabilities under the Financial Services and Markets Act 2000 ("FSMA") and the FCA Rules neither Credo nor any Custodian shall be liable for any actions, proceedings, claims, losses, costs, damages, demands, liabilities, expenses (including legal costs), duties and taxes (collectively referred to as "Loss") suffered by Tacit or our underlying clients, if applicable, in connection with the provision of any services (including their completion of or guidance in relation to the completion of any IRS forms, if applicable) to which these Terms or the Third Party Terms apply, or where any Loss is caused by:
- 36.1.1 material breach by you of these Terms;
- 36.1.2 default or failure by you to make a delivery of investments or payment when due; or
- 36.1.3 any challenge to the validity of, or requirement for proof or ownership, or in respect of any fraud or forgery in relation to any investments delivered to the Custodian by you or on your behalf, or in relation to any document of transfer regarding such investments. This will include any electronic instruction or information, which appears to transfer such investments, except to the extent that any such Loss results directly from our or (as the case may be) the Custodian's negligence, fraud or wilful default and neither the Custodian nor we shall, in any event, be liable to you (or your underlying clients, if applicable) for any indirect or consequential loss or loss of profit, goodwill, opportunity, business, anticipated savings, revenue and reputation howsoever arising and regardless of whether it was foreseeable or not.

Events beyond our control

- 37.1 Neither Credo nor the Custodian will have any liability for any loss suffered by you as a result of any event beyond their or (as the case may be) the Custodian's reasonable control. This includes (but is not limited to) any failure of communication, settlement, computer or

accounting system or equipment, any failure or interruption in the supply of data, any political crisis or terrorist action, suspension or limitation of trading by any exchange or clearing house or any fire, pandemics, flood or other natural disaster. In any of these (or other similar) circumstances any or all of Credo's or the Custodian's obligations will be suspended until the state of affairs giving rise to the failure of Credo or the Custodian is remedied

Conflicts of interest

- 38.1 Credo has adopted conflict of interest policies in accordance with the FCA's requirement for authorised firms to look after the interests of their clients, treat them fairly and manage conflicts of interest fairly.
- 38.2 Your attention is drawn to the fact that when Credo execute an investment or transaction for your Account, Credo, a Credo Group Company or some other person connected with them may have an interest, relationship or arrangement, such as that described in clause below, that is material in relation to the investment or transaction concerned or could give rise to a conflict of interest and you agree that we shall not be required to disclose it to you.
- 38.3 Our employees are, however, required to comply with a policy of independence and disregard any such interest, relationship or arrangement when dealing for you and their conflicts policy is set out on their website at www.credogroup.com.

Credo Capital Ltd ISA and Junior ISA Terms

Interpretation

In these ISA terms, the following words and expressions have the following meaning:

- **Account;** any non-ISA account which you open with us or with a Custodian in relation to which we provide you with the services comprising the portfolio or portfolios where you have more than one portfolio of assets (including un-invested cash) entrusted from time to time by you to us in relation to the provision of our services.
- **Custodian;** the ISA Manager, or any other third party appointed by the ISA Manager on its behalf, which provides clearing, settlement, safe custody, nominee and associated services for you.
- **FCA;** the UK's Financial Conduct Authority set up to regulate the financial services industry in the United Kingdom or any successor or replacement regulatory body.
- **Flexible ISA;** a flexible ISA Account, as described in clause 7 of these Terms, and which is subject to the ISA Regulations.
- **Group Company;** the ISA Manager's holding company and all subsidiaries of such holding company and any investment vehicle set up by any aforesaid company.
- **ISA;** an ISA Manager's stocks and shares individual saving account provided in accordance with the ISA Regulations.
- **ISA Account;** the investments held in an ISA which we manage.
- **ISA Manager;** Credo Capital Limited acting as the ISA manager in respect of your ISA Account.
- **ISA Regulations;** the Individual Savings Account Regulations 1998, as amended or replaced from time to time, and any other regulations which apply to the ISA.
- **Junior ISA;** a junior individual savings account as defined in the ISA Regulations.
- **Loss any losses;** costs, damages, demands, claims, liabilities, expenses (including reasonable legal costs), fines, duties or taxes.
- **Qualifying Investments;** investments qualifying for inclusion in an ISA account under the ISA Regulations.
- **Terms;** these ISA terms.
- **You;** the holder of the ISA Account to whom the ISA Manager provides services relating to an ISA in accordance with the Terms.
- **We, us or our;** Tacit Investment Management

ISA Service

- 39.1 When you open an ISA Account through us this will be provided to you by the ISA Manager.
- 39.2 The ISA Manager will provide ISA management services to you in relation to your ISA Account.

- 39.3 You appoint us as your agent in relation to your ISA Account and the ISA Manager will only ordinarily accept instructions for your ISA Account from us and not directly from you.
- 39.4 You may only hold investments in your ISA Account if they are Qualifying Investments. The ISA Manager is not responsible for ensuring that investments are Qualifying Investments. The ISA Manager will not be liable for any costs which may arise in connection with any instruction it receives to include non-Qualifying Investments in your ISA Account. Cash may only be held in your Account for the purposes of investing in Qualifying Investments.
- 39.5 Should the ISA Manager become aware that a non-Qualifying Investment is held in your ISA Account it will either sell that investment or transfer it out of your ISA Account. The ISA Manager will not be liable for any Loss you may suffer as a result of any non-Qualifying investment having been held in your ISA Account.
- 39.6 The ISA Manager will appoint a Custodian to administer your ISA Account. The Custodian settles trades and takes custody of your cash and investments. The ISA Manager remain responsible for the operation of your ISA Account on your behalf.
- 39.7 ISAs are governed by specific requirements relating to, amongst other things, the title to and rights conferred by an investment. These Terms are drafted so as to comply with the rules and regulations governing ISAs.

Use of the ISA Service

- 40.1 You may invest in your ISA Account either by transferring an existing ISA account from another manager, or by subscribing to your ISA Account in accordance with the annual subscription limits and eligibility criteria set by HM Revenue & Customs.
- 40.2 Your applications will remain valid for subscriptions made in the year of application and subscriptions made in each successive year following the year of application in which you subscribe to the ISA. This allows a continuous subscription provided at least one subscription is made in each tax year. If your application has lapsed, the ISA Manager will not accept any further subscriptions unless you have satisfactorily completed a new application form.
- 40.3 If you make an application to subscribe for an ISA specifying the first year of subscription but do not actually subscribe in that year, the application will remain valid for subscription in the next tax year, but not for subsequent tax years.
- 40.4 You may, in certain circumstances, be entitled to receive additional benefits in relation to investments in your ISA Account, for example through takeovers and rights issues. You may take up such offers as subscriptions held in your ISA Account, provided that the resulting stocks or shares are Qualifying Investments and the ISA Regulations permit you to hold them in your ISA Account. If they are not Qualifying Investments the ISA Manager will either:
- 40.4.1 transfer them to you to be held outside your ISA Account; or
- 40.4.2 sell them within 30 calendar days of the date they become non-Qualifying Investments so that the proceeds of the sale can remain in your ISA Account and be reinvested in Qualifying Investments.
- 40.5 If the ISA Manager does not receive appropriate instructions within 30 calendar days of receipt of additional investments, it will act in accordance with clause 3.4.1.
- 40.6 All investments relating to your ISA Account will be registered in the name of a nominee controlled or selected by the ISA Manager.
- 40.7 The investments held in your ISA Account must be, and must remain, in your beneficial ownership at all times and must not be used as security for a loan.
- 40.8 There must be sufficient cash in your ISA Account (which for the purposes of this clause 3 may include unsettled cash) to settle any transaction which the ISA Manager receives an instruction to enter into. Where there is not sufficient cash the ISA Manager reserves the right to refuse to act on that instruction, or to delay acting on that instruction until sufficient cash is available.
- 40.9 You may make subscriptions to your ISA Account up to the HM Revenue & Customs ISA limits for stocks and shares ISAs in any tax year. You cannot exceed these limits, which may change as a result of changes in legislation.
- 40.10 In calculating your subscription limit, the ISA Manager's fees and charges will not be taken into consideration. However, dealing

commission charges, unit trust and open-ended investment company initial and periodical charges and any stamp duty will be met from the assets in your ISA Account.

- 40.11 Where a share certificate or other document evidencing title to an ISA investment is issued, it will be held by the Custodian or as the ISA Manager may otherwise elect.
- 40.12 If you would like to you may:
- 40.12.1 receive a copy of the annual report and accounts issued by every company or other concern in respect of shares held in your ISA Account; and/or
- 40.12.2 attend shareholders', securities holders' or unit holders' meetings to vote, and to receive, in addition to the annual report and accounts, any other information issued to shareholders, securities holders or unit holders (a separate charge may be levied for this service).
- 40.13 The ISA Manager will satisfy itself that any person to whom it delegates any of its functions or responsibilities under these Terms is competent to carry out those functions and responsibilities.

Registration for an ISA

- 41.1 To apply for an ISA Account with the ISA Manager, you must complete the appropriate ISA application or transfer form. In so doing, you represent and warrant that:
- 41.1.1 the information you submit is accurate.
- 41.1.2 you can form binding contracts;
- 41.1.3 you are a UK resident (or other person permitted to hold an ISA Account under the ISA Regulations); and
- 41.1.4 when using the ISA management services you are fully in compliance with all applicable laws, regulations and requirements.
- 41.2 If you are not resident in the UK you are prohibited from opening or paying into an ISA and you agree to inform us (and we will in turn inform the ISA Manager) should you cease to be resident in the UK.
- 41.3 If you do not supply all of the information requested on the application or transfer form, the ISA Manager will not be able to open an ISA Account for you until you have provided us (and we will in turn provide it to the ISA Manager) with any additional information which the ISA Manager requires. You must provide any such information within 30 days of the date of your application. Until any outstanding information is received, we will arrange to hold any money you have given to us as a subscription for your Account in a non-ISA account.
- 41.4 If the ISA Manager does not receive any additional information required to complete your application or transfer form, within the 30-day time limit, any subscriptions will be returned to you.

Subscriptions to your ISA

- 42.1 Payments may be made to your ISA Account by us on your behalf in pound sterling by cheque drawn on a UK bank or building society account, electronic transfer from another account with the Custodian, or such other method as notified to you. In the absence of clear instructions, any funds received will be held in an Account.
- 42.2 The ISA Manager will treat subscriptions paid by cheque as accepted when the Custodian receives the cheque. However, if the cheque is not honoured, the subscription will not be valid and will not count towards your annual subscription limit.

Transfers

- 43.1 You may apply to transfer an ISA account you hold with another manager to the ISA Manager. You may transfer all investments held in an ISA with another manager.
- 43.2 ISA investors can transfer:
- 43.2.1 current year subscriptions in whole; and/or
- 43.2.2 the whole or any part of previous years' investments.
- 43.3 The ISA Manager will only accept such a transfer if you have completed the transfer form.
- 43.4 You may apply to transfer your ISA account with all rights and obligations to another ISA manager.
- 43.5 If you wish to transfer your ISA account from the ISA Manager to another manager, you may instruct us (and we will in turn instruct the ISA Manager) to do so and stipulate a time period for the transfer. Please note that the ISA Manager must be provided with at least 30 days' notice. The ISA Manager will then liaise with the Custodian and new ISA manager to arrange for the transfer.

43.6 In the event that you transfer your ISA Account to another manager, you will be liable to pay the ISA Manager's transfer charges, as set out in the fee schedule we agreed with the ISA Manager and our fees, where applicable.

Flexible ISA and withdrawals

44.1 You may withdraw some or all of the investments held in your ISA Account by giving us (and we will in turn give the ISA Manager) notice in writing. Proceeds arising from the withdrawal of the investments shall be transferred or paid to you.

44.2 The ISA Manager allows cash-only withdrawals from and repayments into your ISA Account in accordance with ISA Regulations, without such repayments counting towards your ISA subscription limits, subject to the following terms and conditions:

44.3 you may withdraw some or all of the cash from current or previous tax year(s) ISA subscriptions held in your ISA Account by giving us (and we will in turn give the ISA Manager) notice in writing; and

44.4 the ISA Manager may accept a repayment in cash into your ISA Account, as part of a Flexible ISA, provided that:

44.4.1 the repayment is made within the same tax year as the withdrawal;

44.4.2 the repayment is made into the same ISA Account from which it was withdrawn;

44.4.3 any payment received from you is deemed to be a replacement of the amount withdrawn before any additional payment can be viewed as a new subscription; and

44.4.4 any payment received from you which exceeds the amount previously withdrawn in that tax year will be viewed as a new subscription and will be subject to normal ISA Regulations.

44.5 The following will not create a Flexible ISA allowance:

44.5.1 withdrawals of non-cash assets or stock, for example re-registrations of share certificates;

44.5.2 where a cash withdrawal from your ISA Account during the same tax year is subsequently transferred to another ISA manager; or

44.5.3 where an ISA account has been transferred from another manager to the ISA Manager and funds were withdrawn from that previous ISA account during the same tax year, but the ISA Manager is unable to verify the withdrawal.

44.6 Where we have, on your behalf, subscribed to a Flexible ISA in the current tax year, any withdrawal of cash is deemed to be first made out of the current tax year's subscription. Your subscription balance therefore will be adjusted accordingly. However, even where your initial full subscription is withdrawn and not repaid into your ISA Account, you will still have made a current year subscription and cannot subscribe to a different ISA type in that tax year.

Junior ISA

45.1 Junior ISA investments are for the beneficial ownership of a child (subject to the terms in this clause 8).

45.2 Subject to clause 8.3 any Junior ISA which the ISA Manager provides is provided as set out in this clause 8 and any reference to ISA shall be to a Junior ISA where that is the ISA the ISA Manager is providing.

45.3 In relation to Junior ISAs, the ISA Regulations and the specific provisions related to Junior ISAs set out in clauses 8.1 to 8.8 shall, in the event of conflict, take precedence over any other provisions in this clause 8.

45.4 The only Junior ISA we offer as part of the ISA Manager's services is the stocks and shares Junior ISA.

45.5 Junior ISA investments are subject to the ISA Regulations, which have, amongst other things, the following limitations:

45.5.1 an annual Junior ISA subscription limit;

45.5.2 requirements that a child cannot:

45.5.2.1 hold both a Junior ISA and child trust fund (although the child trust fund may be transferred to the Junior ISA);

45.5.2.2 withdraw cash held in a Junior ISA on his/her own (without parental consent) until he/she is 18 years old (subject to any exceptions under the ISA Regulations);

45.5.2.3 hold an innovative finance ISA or lifetime ISA (as defined in the ISA Regulations) as part of a Junior ISA;

45.5.2.4 be eligible for a Flexible ISA under a Junior ISA; and

45.5.2.5 hold more than two Junior ISAs, or more than one Junior stocks and shares ISA, unless he/she is above 16 in which case he/she may also qualify for an adult cash ISA, if offered by the ISA Manager at the time.

45.6 A Junior ISA automatically turns into an adult ISA when the child turns 18.

45.7 Where a share certificate or other document evidencing title to a Junior ISA investment is issued, it will be held by the Custodian or as the ISA Manager may otherwise elect.

45.8 If you would like to you may elect to:

45.8.1 receive a copy of the annual report and accounts issued by every company or other concern in respect of shares held in the Junior ISA; and/or

45.8.2 attend shareholders', securities holders' or unit holders' meetings to vote, and to receive, in addition to the annual report and accounts, any other information issued to shareholders, securities holders or unit holders, (a separate charge may be levied for this service).

Withdrawals

46.1 You may withdraw some or all of the investments held in your ISA Account by giving us (and we will in turn give the ISA Manager) notice in writing. Proceeds arising from the withdrawal of the investments shall be transferred or paid to you.

ISA Regulations

47.1 Your ISA Account will be administered in accordance with the ISA Regulations, which take precedence over these Terms.

47.2 The ISA Manager will notify us (and we will in turn notify you) if, by reason of any failure to satisfy the provisions of the ISA Regulations, your ISA Account has or will become void and will no longer qualify for tax relief.

Outstanding Charges

48.1 The ISA Manager is not obliged to give effect to a transfer or withdrawal instruction from your Account or your ISA Account in the event that there are charges or other costs outstanding that cannot be settled from your ISA Account, including any amount owing to the ISA Manager, any Group Company or a Custodian.

General

49.1 If you breach these Terms or the ISA Regulations, the ISA Manager may void your ISA Account, which will mean that you will not receive any tax benefits in relation to your ISA Account.

49.2 If your ISA Account is voided, we may either arrange for your investments to be held in a non-ISA Account or transfer them to you.

49.3 Tax benefits will cease in the event of your death. The rights of your ISA vest in your personal representatives on your death.