



Customer Agreement

Version 2.1 (Effective from 3 January 2018)

Please note, the Terms and Conditions in this document are applicable as of 3 January 2018. Until this date the following Terms and Conditions apply ([Download here](#)).

Hello,

Thanks for downloading our customer agreement.

You will notice this document is made up of two sections. The first section is the **Wealthify Customer Agreement** and covers the service we provide and our relationship with you.

The second section the **Terms and Conditions** from your custodian, Winterflood Business Services (WBS). Their role is to physically hold all your investments and cash. They also handle the buying and selling of your investments on our behalf. WBS are a part of Close Brothers Group, which was founded in 1878 and looks after billions of assets worldwide.

Please download this agreement and read through it. If you have any questions at all, please get in touch by phone, live chat or send us a secure message via Wealthify Mail.

Best wishes,

Team Wealthify

SECTION I: WEALTHIFY CUSTOMER AGREEMENT

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GENERAL

1. Important Information

- 1.1.1 These Terms and Conditions govern your use of the services available through the Wealthify website, iPhone app, Android app and your relationship with Wealthify limited. Please read these terms and conditions carefully as they affect your rights and liabilities under the law.
- 1.1.2 If you do not agree to these Terms and Conditions please do not apply to use the services.
- 1.1.3 You should not treat any part of this document or the contents of the Wealthify website as constituting advice to you on taxation, legal, financial or other matters and you should consult your own professional advisers accordingly.
- 1.1.4 These Terms, its appendices and other documents referred to in these Terms, including our Privacy Policy, Complaints Policy and Conflicts of Interest Policy constitute a legal contract between you and us and set out both your and our rights and obligations under the Agreement and important information regarding the Services that we will provide to you. For your own protection you should read them carefully before accepting them.
- In these Terms:
- 1.1.5 References to "us" and "we" means Wealthify Limited, trading as Wealthify. The term "Customer" and "you" and "your" means any person operating an account with us.
- 1.1.6 References to statutes, statutory instruments, rules or regulations are to such statutes, statutory instruments, rules or regulations as amended or replaced from time to time.
- 1.1.7 The following definitions apply:
- "Agreement"** means the contract between Wealthify and the Customer in accordance with these Terms.
- "Applicable Law"** means, as applicable to the provision of the Services described in the Terms, all laws, rules (including the FCA Rules and any default rules of any market or

central counterparty or any default arrangements of any system, including any order routing system, or any trading rules or conventions in the relevant markets), regulations, rules, directives, customs, practices, decisions and usages of any relevant exchange, market, multi-lateral trading facility, central securities depository and/or clearing house or system and/or central counterparty, if any, and all applicable procedures, guidance, codes of conduct of any market or governmental or regulatory authority or any self-regulatory organisation, including without limitation, any accounting rules, fiscal regulations, anti-money laundering, terrorist financing and sanctions laws, rules, procedures, guidance and regulations, all as amended from time to time.

"Business Days" means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

"DPA" means the UK Data Protection Act 1998 as may be amended, supplemented or replaced from time to time.

"FCA" means the Financial Conduct Authority.

"FCA Rules" means the conduct rules contained within the FCA Handbook as amended from time to time.

"FSMA" means the Financial Services and Markets Act 2000 as may be amended, supplemented or replaced from time to time.

"Plans" means Wealthify Plans which is the name given to your portfolio of investments.

"Services" means the services supplied by Wealthify to the Customer as set out in clause

"Terms" mean these terms and conditions as amended from time to time in accordance with clause 3.4

"WBS" means Winterflood Business Services, your custodian.

"Wealthify Messages" means an email on Wealthify's internal messaging system.

- 1.1.8 The Services that we will provide under the terms of this Agreement are only available to individual UK and Channel Island residents over the age of 18 who meet our suitability criteria. By clicking your acceptance to these Terms you warrant to us that you meet this criteria.

- 1.1.9 If you will no longer be a UK resident or resident of the Channel Islands, you must inform us promptly in writing prior to your move outside the UK or the Channel Islands as there may be certain restrictions placed on your account.
- 1.1.10 Wealthify is currently unable to offer Services to US passport holders or nationals of any country listed in the United States Department of Treasury's Office of Foreign Assets Control website at <http://www.treas.gov/ofac>.
- 1.1.11 This Agreement constitutes the entire agreement between you and us and supersedes and extinguishes all previous agreements and arrangements between us, whether written or oral, relating to its subject matter. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in the Agreement.

2. About Wealthify

- 2.1.1 Wealthify Limited is authorised and regulated by the Financial Conduct Authority ("FCA") with firm registration number 662530. The FCA can be contacted at 25 The North Colonnade, Canary Wharf, London, E14 5HS (www.fca.gov.uk or telephone 0845 6061234).
- 2.1.2 Wealthify's office for correspondence is Tec Marina, Terra Nova Way, Penarth, CF64 1SA
- 2.1.3 We are a Discretionary Investment Management firm able to act on your behalf in creating and managing a range of investment Plans.

3. The Agreement and commencement of Services

- 3.1.1 These Terms are provided in English, which will be the language of all communications between the Customer and Wealthify.

In order to subscribe for the Services you must first:-

- 3.1.2 click your acceptance to these Terms;

3.1.3 satisfy our identity checks; and

3.1.4 satisfy our suitability criteria.

3.1.5 Wealthify may amend these Terms where we have a valid reason for doing so.

Notification of amendments will be provided to you via email or Wealthify Messages before they are due to take effect. Changes will take effect 10 calendar days after the notice has been sent to you (unless a later date is provided for in the notice). Any amendment to these Terms will not apply retrospectively. Customers will not normally be required to sign new agreements or consent to proposed amendments which will take effect as described above. If, as a result of the amendments we make to the Terms or any amendments WBS may make to its terms set out in Appendix 4, you wish to close your account with us, you may do so in accordance with these Terms.

3.1.6 You acknowledge and accept that the information and data provided to you during the application process in respect of any potential investment returns are for illustrative purposes only and do not guarantee the amount of returns which you may receive if you invest with us.

4. Governing Law

4.1.1 This Agreement and any dispute or claim arising out of, or in connection with it (including non-contractual disputes or claims) will be governed by and construed in accordance with the law of England and Wales.

4.1.2 You agree that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement (including non-contractual disputes or claims).

WEALTHIFY AND YOU

5. Our Duties to You

- 5.1.1 Please note that Wealthify does not provide advice on investments. If you have any questions regarding your investments, including the risks associated with investing in a particular product or market, you should consider seeking independent advice from a suitably qualified professional advisor. This might include, but may not be limited to, financial advice, investment, legal and tax advice. We cannot give you any investment, legal, taxation or other advice in connection with your investments.
- 5.1.2 We have certain responsibilities under the FCA Rules and other applicable regulations to verify the identity of, and run anti-money laundering checks on, our Customers prior to their investing. In order to fulfil these responsibilities, we will use a third-party identification checking service to confirm your identity when you first seek to invest and we will carry out regular monitoring checks while you remain a customer. We may also use credit reference agencies for this purpose. This will place a search footprint on your electronic file and your personal details may be accessed by third parties for the specific purpose of anti-money laundering, credit assessment, identity verification, debt collection, asset reunification, tracing and fraud prevention.
- 5.1.3 By clicking your acceptance to these Terms you expressly agree that we or credit reference agencies may run any and all of these checks on you which may result in a record, and that you will not be able to make investments until and unless we are able to complete these checks to our satisfaction. We will not be liable for any losses, damages or costs arising from our conduct of these checks, your inability to make investments while the checks are pending or as a result of the unsatisfactory completion of the checks.

6. Your Duties to Us

6.1.1 You will be legally bound by the terms in this Agreement, so it is important on entering it, and on a continuing basis, you agree that you have and will maintain full legal capacity and all necessary authority, permissions and powers, and have taken all necessary action to enable you:-

- 6.1.1.1 to enter into these Terms lawfully;
- 6.1.1.2 to give us orders and instructions;
- 6.1.1.3 to enter into any transactions; and
- 6.1.1.4 to grant any security interests, rights and powers referred to in these Terms.

You shall:-

- 6.1.2 co-operate with Wealthify in all matters relating to the Services; and
- 6.1.3 provide Wealthify with such information and materials as Wealthify may reasonably require in order to supply the Services, and ensure that such information is true and accurate.
- 6.1.4 The Services we provide in section 12 are Services which you are willing and able to retain.
- 6.1.5 You will notify us promptly of any changes to your circumstances or information you provided e.g. your residency, financial circumstances, investment objectives, or attitude to risk.
- 6.1.6 There is no pending or, to your knowledge, threatened, any action, suit or proceeding before any court, tribunal, governmental body, agency or official, or any arbitrator that purports to affect or is likely to affect, the legality, validity or enforceability against you of these Terms or ability to perform your obligations under these Terms.
- 6.1.7 You are now and will be at all material times in the future in compliance with all applicable law, rules and regulations concerning the detection of financial crime, prevention of terrorism and anti-money laundering and you acknowledge that any transaction dealt with by us on your instructions will be covered by statutory and other requirements relating to money laundering and combating terrorist financing.

- 6.1.8 We are legally obliged to keep your affairs confidential. However, we may be required by statute to make a disclosure to the National Crime Agency where we know or suspect that a transaction may involve money laundering or terrorist financing. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure has been made. We may have to stop providing Services to you for a period of time and may not be able to tell you why. We accept no liability whatsoever for any loss or damage (including any costs, expenses or liabilities) of any kind incurred by you as a result of having to make such a disclosure or having to stop providing Services to you for such period of time.
- 6.1.9 You are wholly responsible for the accuracy of any information that you provide to us and we accept no liability whatsoever should incorrect data received from you result in financial loss or damage (including any costs, expenses or liabilities) of any kind. You will notify us immediately if you discover that any information we hold for you is obsolete, incorrect, misleading, inconsistent and/or irrelevant in any way.
- 6.1.10 If Wealthify's performance of any of its obligations under the Agreement is prevented or delayed by any act or omission by the Customer or failure to perform any relevant obligation under these Terms ("Customer Default"):-
- 6.1.11 Wealthify shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays Wealthify's performance of any of its obligations; and
- 6.1.12 Wealthify shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Wealthify's failure or delay to perform any of its obligations as set out in this clause.
- 6.1.13 You will indemnify us against any liability, cost, expense, loss or any damage incurred by us (including but not limited to professional advisors' fees) arising from your breach of this Agreement, negligence, wilful default or fraud or fraudulent misrepresentation.

7. Customer categorisation

7.1.1 For the purpose of the FCA Rules, which require us to categorise our customers into groups so that we can treat them according to their level of knowledge about investments, we will treat you as a Retail Client as defined by the FCA Rules, in accordance with the FCA's client categorisation criteria. This gives you the greatest level of protection under the FCA Rules.

8. Transferring Responsibilities

- 8.1.1 These Terms are personal to you and you may not transfer or assign rights and obligations to any third party.
- 8.1.2 Wealthify may assign or transfer its rights and obligations under the Agreement to any affiliate or to any successor business. If this occurs, you will be notified by email and / or Wealthify Messages. Where we do this, you authorise us to transfer any of your money/assets held by us or on our behalf to the third party, or someone nominated by that person. We will only transfer your money and/or assets to another person who we believe will hold them under the FCA Rules or in respect of whom we have exercised all required due skill, care and diligence in assessing whether that person will apply adequate measures to protect it. Where we intend to do this, we will give you at least ten Business Days prior written notice.
- 8.1.3 If you object to such an assignment, you may terminate these Terms and close your account with us in accordance with these terms.

9. Suitability

9.1.1 We make decisions to deal on your behalf in relation to your investments, and we assess the suitability of the transactions based on the information you have provided us about your knowledge and experience of investing, your financial situation and objectives.

- 9.1.2 As part of the process for setting up an account with us, we will ask you a number of questions. The answers you provide to those questions will allow us to assess whether we believe that you have the requisite experience, expertise and knowledge required to understand the risks involved in, and make your own investment decisions about, the investment opportunities provided through our Services.
- 9.1.3 The decision whether to allow you to open an account is entirely ours and we may decide for any reason, or no reason, not to authorise you. We may, at our discretion, permit you to answer the questions again at a future date, but we are under no obligation to do so, and you should assume that our initial determination not to authorise you to open an account will apply to you in perpetuity. We will not be liable to you for any losses, damages or costs arising from our decision not to authorise you or not to permit you to answer the questions again.

10. Liability

- 10.1.1 No provision of this Agreement will be deemed to restrict, qualify or exclude any duty owed to you under the FSMA or the FCA Rules. Subject to any duties that we owe you in accordance with any statutory rights that you may have and except to the extent we cannot lawfully exclude or restrict any liability therefor, we do not owe you any further duties except as expressly set out in this Agreement.
- 10.1.2 We accept responsibility for any loss, damages or costs suffered or incurred by you only to the extent that such loss arises directly from our negligence, wilful default, breach of contract, fraud, fraudulent misrepresentation and/or our deliberate and wilful breach of any duties which we owe you under FSMA, FCA Rules or any Applicable Law. We will not be liable for any other losses, damages or costs suffered or incurred by you. Nothing in these Terms require you to compensate us to any extent prohibited by Applicable Law.
- 10.1.3 Subject to clause 10.2, we will not be liable for any loss or damage of any kind that is attributable to:-

- 10.1.4 our failure to take any action which, in our opinion, might breach an applicable FCA Rule or any other Applicable Law, or any action taken in order to comply with Applicable Law or the requirements of any market;
- 10.1.5 any fall in the value of investments (including, without limitation, those which may occur due to delays during the process of verifying your identity in compliance with money laundering regulations);
- 10.1.6 any reasonable refusal or failure to accept and / or execute any investment on your behalf; or
- 10.1.7 our reasonable reliance on any information, instructions, notices or communications that we believe to be from you and/or a person authorised by you to give the same, including any person authorised to give instructions in respect of your Plan.
- 10.1.8 We will take reasonable care in the assessment and appointment of sub-custodians, pension scheme administrators, bankers, counterparties, agents and other third parties. Subject to the performance of that duty we will not be liable for any losses, damages or costs suffered or incurred by you that is attributable to the performance of any third party involved in the provision of the Services including but not limited to WBS.
- 10.1.9 Wealthify will not be responsible for any liabilities arising because of any circumstance outside of its reasonable control. Such circumstances may include, but are not limited to, changes in Applicable Law, governmental, regulatory or judicial changes, currency restrictions, acts of God, civil unrest, war, terrorism, strikes, lock-outs, industrial disputes, breakdown in market systems or infrastructure (including of trading, clearing house, market participant or counterparty), failure, breakdown or disruption of electronic communications or other communications or computer service.

11. Force Majeure

- 11.1.1 We shall not be in breach of these Terms if there is, and shall not be liable or have responsibility of any kind for any loss or damage incurred by you as a result of, any total or partial failure, interruption or delay in performance of our duties and obligations occasioned by any act of God, fire, act of government, state, governmental or

supranational body or regulatory authority or war, civil commotion, terrorism, failure of any computer dealing system, interruptions of power supplies, labour disputes of whatever nature or any other reason (whether or not similar in kind to any of the above) beyond our reasonable control.

SERVICES

12. Scope of Wealthify Services

12.1.1 Wealthify shall supply the Services to the Customer under the Terms. For the purposes of this Agreement, Wealthify will provide the following "Services":-

- discretionary investment management of your Plan, including placing trades on your behalf;
- arrange safekeeping and custody of your assets;
- facilitate payments; and
- provide ISA management services.

13. Execution

13.1.1 We have entered an agreement with WBS to provide execution services to you on our behalf.

13.1.2 We have arranged for WBS to provide custody services to you, in accordance with instructions submitted by Wealthify on your behalf. You agree to Wealthify providing such instructions to WBS on your behalf and acknowledge that such custody services are provided to you by WBS subject to, and in accordance with, the terms set out in section II.

14. Third Parties

14.1.1 A person who is not a party to the Agreement will not have any benefits under the Contracts (Rights of Third Parties) Act 1999 and will not have any rights to enforce its terms.

15. Conflicts of Interest

15.1.1 Our Conflicts of Interest Policy is an important aspect of our procedures and is detailed in Appendix 3.

15.1.2 Occasions may arise where Wealthify, one of our affiliates or one of our customers have some form of interest in business being transacted by you and a conflict of interest may arise. We will manage any such conflict, or potential conflict to ensure that it does not materially affect the transactions we carry out for you. We will inform you if we consider that we cannot adequately manage a conflict.

15.1.3 Wealthify also has in place procedures to comply with the Bribery Act 2010. We treat accusations of bribery and corruption with the utmost seriousness and deal with them accordingly.

16. Investment Objectives and Risk Profile

16.1.1 You should notify Wealthify promptly of any material change in your investment objectives, attitude to risk, any individual financial or personal circumstances or knowledge and experience in financial services. Such changes are important and may affect the Services we provide to you. Failure to provide up to date information may impact on the ability of Wealthify to provide the Services to correspond with your needs. Wealthify will prompt you to update this information on an annual basis.

16.1.2 The impact of events and circumstances outside Wealthify's control, including but not limited to the ongoing movements in the markets and fluctuations in the value of

investments, will not automatically be deemed to be a breach of any Plan's investment objectives or risk profile.

17. The Service

- 17.1.1 Our Plans are managed on a fully discretionary basis to match defined risk profiles. This service enables us to make investment decisions on your behalf without needing to obtain your approval for those transactions. You will see on your periodic statements the changes that are made. Please see clause 25 for further detail on Notices and reports.
- 17.1.2 Wealthify offers discretionary investment management and our investments may cover all world markets without geographical spread or type of investment being restricted.
- 17.1.3 You are required to accept the risk profile and characteristics of the Plan selected. Where additional investment is made into a Plan it will be invested and managed in accordance with the risk profile selected.
- 17.1.4 We will not accept specific instructions relating to individual investments within the Plan.
- 17.1.5 Income arising from investments in a Plan will be reinvested at the discretion of Wealthify, unless you have elected to have income distributed.
- 17.1.6 When funds have arrived, they will typically be invested within three working days. There may be occasions when it will take longer than this.

18. Pooling

- 18.1.1 We will pool (aggregate) your transactions with those of other customers without seeking prior agreement from you. We will only do so where we believe that this is unlikely to disadvantage your overall position, although it may do so in relation to any specific order.

ISA ACCOUNTS

19. Terms applying to ISA accounts

- 19.1 Wealthify offer Investment ISA accounts (also known as Stocks & Shares ISA). To subscribe for an Investment ISA, you must be a UK resident aged 18 or over.
- 19.2 You are subscribing to an Investment ISA for the current tax year and each subsequent tax year by sending funds from your bank or transferring a current tax year ISA.
- 19.3 You can only subscribe to one Investment ISA within each tax year.
- 19.4 This agreement will commence on the day we have both a valid application and receipt of your first subscription, or where you are transferring to us from another ISA manager, on the day we have both a valid transfer application form and receipt of the proceeds of transfer from your previous ISA manager.
- 19.5 You authorise us to disclose to HMRC all such information as required by law. We will notify you by email if, by reason of any failure to satisfy the provisions of the Regulations, your Investment ISA becomes void.
- 19.6 At your request, we will transfer all or part of your ISA investments (with the associated rights and obligations) to another ISA manager, subject to HMRC's ISA transfer rules.
- 19.7 This is not a flexible ISA product, so if you withdraw funds from your ISA, that portion of your allowance remains used up.

MONEY RELATED

20. Funding your Wealthify Account

- 20.1.1 Wealthify have a minimum account size of £1. You cannot open an account with less than this amount.
- 20.1.2 You can add to your account regularly with payments of £1 or more.

20.1.3 We may accept payments via debit cards, cheques and bank transfers. We do not accept payments made by credit cards.

20.1.4 You must fund your Wealthify account using the bank account which we you signed up to Wealthify. Wealthify may accept payments from other bank accounts at their discretion however any account used must be in the name of the Wealthify account holder.

21. Fees and Charges

21.1.1 Wealthify's standard fees and charges are set out in the Fees and Charges Schedule at Appendix 1.

21.1.2 Where your account does not hold sufficient cash to pay fees, Wealthify will be entitled to sell investments to the extent necessary to cover outstanding amounts due.

21.1.3 If the total value of your account is too low for us to be able to take a fee (i.e. in the event that our fee would be less than £0.01), you will not be charged a management fee.

21.1.4 Where we invest in Collective Investment Schemes we may receive a commission from the manager of the Collective Investment Scheme invested in. In such circumstances we will credit your Plan with the amount of the commission.

22. Tax

22.1.1 All tax matters relating to your own tax position are your own responsibility and we have no liability towards you with regard to your personal tax position.

22.1.2 If you are a resident of the UK and are investing with us, your investments will be subject to the UK taxation regime. For UK residents invested in a non-ISA account ('Regular Plan'), where applicable tax will be deducted from funds we invest in, by the fund provider.

22.1.3 If you are resident outside of the UK, where it is possible for us to access gross share classes of funds we invest in on your behalf, you will receive gross returns. It is your responsibility to declare and pay any tax that may be payable on this.

23. Interest

23.1.1 Interest is not currently payable on cash balances held in your account. In the event this changes we will update our Fees and Charges schedule.

24. Collection of income

24.1.1 Wealthify will oversee the collection of income and payment of dividends, which is carried out by WBS.

24.1.2 In accumulation Plans, income will be reinvested at the discretion of the investment management team.

24.1.3 Where a customer has elected to take income, Wealthify will pay income out to the customer either: quarterly, six monthly, or annually, as elected by the Customer.

25. Withdrawals

25.1.1 When making a withdrawal from a Plan it must be at least £1.

25.1.2 When you make a withdrawal the value of your Plan must be at least £1. If you wish to withdraw more than this, you will need to close your Plan.

25.1.3 We will endeavour to complete withdrawals in 10 working days. There may be occasions when withdrawals take longer than this.

25.1.4 We seek to invest in only very liquid investments so that we can process withdrawals quickly. In the rare event that we cannot sell down your investments immediately, we will send you back all the money available, with the rest to follow when the remaining sale (s) can be completed.

25.1.5 When you request a withdrawal, the amount displayed on the screen is an indicative amount only. Due to investment price fluctuations between the time that you place the request and the time that you sell, the actual amount you receive may differ slightly.

COMMUNICATION

26. Wealthify Notices and Reports

- 26.1.1 We will send all notices, information and other correspondence to you via Wealthify Messages and / or to the email address you have provided us with when you set up your account. You agree as an ongoing obligation to provide us with an up to date email address and to inform us as soon as reasonably practicable if this should change. Wealthify is entitled to rely on the last email address you have provided and an email sent to that email address by Wealthify shall be good service under these Terms.
- 26.1.2 Wealthify cannot guarantee that general emails will be successfully delivered, or that they will be secure and virus free. We will not be liable for any loss, damage, expense, harm or inconvenience caused as a result of an email being lost, delayed, intercepted, corrupted or otherwise altered, or for failing to be delivered for any reason beyond our reasonable control.
- 26.1.3 If we choose to correspond by post, communications will be sent to the address you provided when you set up your account. Alternatively, we may communicate with you when appropriate by telephone.
- 26.1.4 We will provide valuation reports on a six monthly basis. A valuation report will include a breakdown of holdings within your account, the current market value, income and interest earned, and fees charged. Details of all transactions carried out on your account by Wealthify will be shown, as will any cash transactions that you have made to your account. If you want a valuation more regularly than this you can request a quarterly valuation (every three months). Please do so by sending us a message via your Wealthify Messages.
- 26.1.5 Tax reports will be available via your online portal on an annual basis.
- 26.1.6 Contract Notes containing details of trades Wealthify have placed on your behalf will be available to view within 24 hours of each trade occurring.

27. Telephone call recording

27.1.1 We record all telephone calls for quality and monitoring purposes. We will store recordings securely for as long as is appropriate in accordance with the DPA.

28. Notifications

28.1.1 You can give us instructions and notifications in relation to investments we hold on your behalf via Wealthify Messages.

28.1.2 We will not be obliged to act on any instruction and, in particular, we will not act on any instruction where it is illegal or against any relevant rule or regulation to do so. Where we do act on your instructions we will do so as soon as reasonably practicable once we have received them.

28.1.3 Where instructions given orally or by electronic communication are directed at a specific person and that person is not present to receive them, there may be a delay in acting on such instructions until actual receipt by such person.

28.1.4 We may act on any instruction or other notification which we believe in good faith is from you without carrying out any further checks or investigations. We will not be liable for following an instruction or notification which is not in fact genuine, or for not following, or for investigating further any instruction or notification we believe may not be genuine. We will not be liable for any error of transmission or misunderstanding, or for the fraud of any other party (except in the case of our negligence, willful default or fraud). We are not obliged to acknowledge receipt of your instructions.

SECURITY

29. Security

- 29.1.1 Your access to Wealthify Messages will be protected via the username and password you have already created as part of the registration process. Your username and password are personal to you and you shall not share your username or password with anyone else and Wealthify shall not be liable to you for any losses, damages or costs suffered as a result of you sharing your username or password with a third party.
- 29.1.2 You must notify us immediately if you learn or suspect that the security of your username or password may have been breached. If we receive such a notification from you or determine ourselves that the security of your username or password may have been breached, you will not be able to access Wealthify Messages or the online portal until measures have been taken to verify your identity.

COMPLAINTS

30. Complaint Process

- 30.1.1 If you wish to make a complaint in relation to Wealthify's services, please refer to our Complaints Policy which is available at <https://www.wealthify.com/customer-complaints-policy/>
- 30.1.2 Wealthify maintains professional indemnity insurance to reflect the nature and scale of its business in accordance with the FCA Rules.

31. Compensation

31.1.1 Wealthify is covered by the Financial Services Compensation Scheme (FSCS). This means that in the event that we have stopped trading or are declared to be in default and cannot meet our obligations, you may be able to claim compensation. This depends upon the type of business and the circumstances of the claim. The FSCS offers different levels of cover for different types of business. Most types of investment business are covered currently for 100 per cent of the first £50,000. Further information is available from the FSCS website (www.fscs.org.uk).

YOUR INFORMATION

32. Personal Information, Confidentiality and Data Protection

32.1.1 Wealthify will obtain, process, store and use your personal data in accordance with and subject to the DPA. Wealthify is registered under the DPA and may retain personal data gathered from you.

32.1.2 You agree that, at any time and in order to comply with Applicable Law, we may send your information to credit reference and or fraud prevention or similar agencies that help us and others make credit decisions and which carry out identity, fraud prevention or credit control checks to help reduce the incidence of fraud. We will be supplied with credit information (although we do not offer lines of credit) as well as information from the electoral register. The agency will record the details of the search, irrespective of whether we accept your application. We may use automated credit scoring methods to assess your application and verify your identity.

32.1.3 We will keep records of any information obtained to verify your identity for as long as we are prescribed to do so by the Money Laundering Regulations 2007 as amended, supplemented or replaced from time to time.

- 32.1.4 You authorise us to use any of your personal information which is relevant to our provision of services to you for all reasonable purposes in relation to your investments. We may retain and continue to process your personal information after the termination of this agreement or any other agreement between you and us in accordance with the DPA. Your personal information may be processed, transferred or disclosed to and/or by third parties where necessary to enable us to provide Services to you.
- 32.1.5 Wealthify will retain your information in a confidential manner. In the performance of its Services under the Customer Agreement, Wealthify may be required or deem it necessary to disclose information relating to you to a third party where:-
- 32.1.5.1 required to do so by the FCA or any relevant regulatory authority where they are entitled to require disclosure;
 - 32.1.5.2 required to do so in order to meet Applicable Law, the order of a Court or market rules and codes of practice applicable to the circumstances at the time;
 - 32.1.5.3 where Wealthify deems it necessary in order to investigate or prevent fraud or activities believed to be illegal or otherwise in breach of Applicable Law; and
 - 32.1.5.4 necessary in order to instruct or retain third parties for the performance of its obligations under these terms.
- 32.1.6 Outside of contacting you about your Wealthify account, we may use your personal information to contact you in respect of our other products and services as well as to notify you of any special offer, news or competitions. If you do not want us to use your personal information to contact you with information in relation to our other products and services, you can let us know when you create an account, or you can choose to unsubscribe from email communication by clicking 'unsubscribe' from the email footer.
- 32.1.7 You can request copies of your personal information held by us or any service provider we appoint to provide you with the Services under this Agreement. We are entitled to charge a reasonable fee for providing you with this information, which we have set as a fee up to £10 to meet any costs incurred in satisfying such a request. You should notify us if any of the information held is incorrect.

ACCOUNT CLOSURES

33. Circumstances on death

- 33.1.1 Should you pass away, Wealthify will need to receive notification as soon as possible. Wealthify requires official evidence of registration of death such as a registrar's certified copy of the death certificate.
- 33.1.2 Upon receipt of evidence of your death, your investments will be frozen and will not be subject to any further rebalancing or changes. We will not be liable for any losses incurred while the account is frozen.
- 33.1.3 Your account will continue to incur fees at the normal rate, even when frozen. Fees will be taken from the available cash balance. If there is insufficient cash available we will sell down investments at our discretion to cover fees owed.
- 33.1.4 After freezing assets, we will await receipt of a letter of administration or probate to determine what to do with the assets.

34. Cancellation

- 34.1.1 You have a period of fourteen (14) calendar days, beginning on the date on which you accept these Terms to cancel your account. **If you wish to do this, you will need to provide us with clear notice in writing of your decision to cancel the Terms, which notice must be posted to us prior to the end of the 14 day cancellation period.** You are not required to give us any reason for exercising your right to cancel.
- 34.1.2 Wealthify will sell any investments made on your behalf but will not be responsible for any market loss that you may incur as a result of your cancellation.
- 34.1.3** If you cancel these Terms within the cancellation period, we will refund any relevant fees received by us pursuant to these Terms (in the event of full cancellation), **except that you agree that the following will be paid if and to the extent applicable: -**

- 34.1.4 for any Service actually provided by us in accordance with these Terms and our Interest and Charges Schedule, where you have expressly requested such performance (such as, for example, where we have provided custody of your assets and are due a custody fee in accordance with the Interest and Charges Schedule);
- 34.1.5 for any loss under a contract caused by market movements that we would reasonably incur in cancelling it, as any such market movements will be outside of our control; and/or
- 34.1.6 for any other fees or charges due to us.
- 34.1.7 If you cancel more than fourteen (14) calendar days after the date that the Terms become effective, you will not be refunded any associated fees.
- 34.1.8 It is important that you are aware that all instructions to buy or sell investments which are pending at the time of receipt of your notice to cancel, will be binding.

35. Termination

- 35.1.1 You may close your account and terminate this Agreement at any time by closing your account on our website. We will notify WBS of your decision to terminate the Agreement and your account will terminate immediately upon receipt by WBS of our notification of termination of your account.
- 35.1.2 Wealthify may terminate the Agreement immediately by giving the Customer notice via Wealthify Messages and / or email in the following circumstances: -
- 35.1.3 in the event of a breach of the Agreement by the Customer;
- 35.1.4 where any circumstance arises which, in Wealthify's reasonable opinion, could cause a breach of Applicable Law; or
- 35.1.5 where Wealthify believes it is necessary to limit or protect any exposure of the Customer to Wealthify.
- 35.1.6 We shall be entitled to terminate this Agreement at any time by providing you with not less than thirty (30) calendar days' prior written notice, unless a shorter period of notice is required in order to comply with Applicable Law. Any fees, charges and expenses

which you owe to us under these Terms will become due and payable at the expiry of this notice period.

35.1.7 Subject to any other provisions in these Terms, the process of closing your account shall be as follows:-

- we will close the account as instructed;
- we will return any cash held in the account; and/or
- we will transfer your investments to another regulated financial services firm as nominated and instructed in accordance with these Terms; or
- we will sell your investments and return the cash proceeds from such sale, if told to do so.

35.1.8 You are entitled to close and/or transfer any New Stock and Shares Individual Savings Account ("NISA") holdings opened in your name by WBS whenever you want, in part or in full in accordance with paragraph 6 of Appendix A of the WBS terms as set out in Appendix 4 of these Terms.

35.1.9 Termination of this Agreement by us or you shall not affect any rights or obligations which have already arisen, for example to settle transactions effected prior to the date of termination and/or to satisfy any liabilities or obligations owed to us. This shall include the making of any payments due, in respect of which we shall be entitled to retain any of your monies or assets and apply them to or towards satisfaction of such liabilities and obligations. We shall also continue to have the right to disclose information, where required, to a UK or overseas regulator.

These Terms shall be deemed duly executed and shall become effective and binding immediately upon you clicking on the button marked "I Accept" at the end of these Terms.

APPENDICES

Appendix 1: Fees and Charges

IMPORTANT: THE FEES AND CHARGES OUTLINED IN THIS APPENDIX INCLUDE THE CHARGES PAYABLE TO BOTH WEALTHIFY AND WBS. THE SEPARATE CHARGES SCHEDULE IN SECTION II REPEATS SOME OF THE INFORMATION EXPLAINED HERE.

1. Annual Management Fee

Wealthify charge an annual management fee. Our fee is based on a percentage of the money you have invested with us. It includes all costs associated with the daily maintenance and management of your Plan and includes VAT where applicable. It also includes WBS' custody and dealing fees. Please note that whilst we quote the fee as 'annual' it is taken monthly in arrears.

We will deduct the fee directly from your account, so you do not have to set up a monthly payment to us. Fees will be debited on or before the 28th day of each following month and will be clearly marked on your statements.

You will only be charged fees on the money in your account, so if you added £5,000 halfway through the month, you would only be charged for the time it was invested with us during that month.

The table below illustrates our fee structure as at 1st March 2017. The most recent version is available to view on our website. The value of your investment is the combined value of all the Plans you hold with us.

Value of investment	Fee
£1+	0.70%
£15,000+	0.60%
£50,000+	0.50%

Please note that fees can be changed at the discretion of Wealthify. We will notify customers of any changes to their charges with at least 30 days' written notice.

2. Fee Discounts

At our discretion, we sometimes offer customers discounts on their fees. This is most commonly achieved through joining a Circle. Depending on the number of invested members that are in your Circle on the last day of the month at midnight, a discount will apply. Any discount will be applied to that month's fees.

Please see the most recent version of the Circles discount table at: www.wealthify.com/why-invest/circles/

3. Fund Charges

Your money is invested in a number of carefully selected low-cost funds, each which incurs a small charge. This is taken directly from the fund at source and goes to the fund provider. So while you do not pay the charge directly, it will affect your overall return.

4. Subject Access Requests

Under current legislation, you are able to request to see any personal information which we hold about you. If you wish to see this information Wealthify and WBS hold, there is a charge of £10 per request.

5. Transfers

The below table shows extra charges that you will pay if you decided to transfer your investments to us, or from us to another provider. **In the majority of cases, Wealthify invests in dematerialised instruments.**

Transfer in of dematerialised instruments	Free
Transfer in or out (UK certificated Instruments)	£15 per instrument
Transfer out (Dematerialised instruments)	£5 per line of stock per account
Transfer Out (Non-UK stock)	Prices available on request, typically £25 on average

If a foreign exchange transaction is required, there will be an additional 1.0% added to the foreign exchange spot price.

Appendix 2: Risk Warning

For your information Wealthify have provided a summary of the main risks that are associated with investing and opening an account with us. This list is not comprehensive but should act as a guide for you to better understand the risks involved.

1. No Advice

We do not provide investment advice and shall not at any time be under any duty to provide any such advice, and shall not be regarded as having done so. You are solely responsible for seeking your own advice and making your own independent assessment of the risks of transactions. Wealthify have not undertaken any assessment whatsoever of your personal circumstances and will not make any personal recommendation to you.

If you are unsure on any matter, you should consider taking independent professional advice, such as financial advice, legal and tax advice in relation to your individual circumstances and requirements.

2. Investment value.

The value of your investment is not guaranteed and prices may go up as well as down. You may get back less than the amount that you originally invested.

3. Market risk

External factors may cause the value of your investments to fall. You are not certain to make a profit. You may make a loss. You may lose your entire investment.

4. Inflation risk

If the value of your investment changes by less than the rate of inflation, it will have less buying power in the future.

5. Tax risk

All UK residents are subject to the UK taxation regime. All offshore residents are subject to their local tax regimes. As a result of using our Service, your tax position may change. Levels of tax, tax rules and tax relief are subject to change. You have sole responsibility for the management of your legal and tax affairs and if you are unclear as to what your position is, you should seek professional advice.

6. Liquidity risk

Wealthify endeavour to ensure we only invest in liquid instruments which trade frequently and are easy to sell. Despite our best efforts, it is possible that market conditions may make it difficult to sell a position.

7. Manager Risk

We provide discretionary investment management, where your investments are managed by Wealthify. This means that we have discretion over both asset allocation and security selection in relation to the assets held for you. This means that your Plan and its performance will be specific to you, even when compared to a Plan with a broadly similar mandate.

Appendix 3: Conflicts of Interest

Wealthify have a Compliance department which is responsible for ensuring that control structures and procedures within Wealthify are adequate to ensure compliance with all relevant laws, regulations, codes and practices relating to its business activities. The department is also responsible for:

- a) Maintaining and operating effective organisational and administrative arrangements with a view to taking all reasonable steps to prevent conflicts of interest from giving rise to a material risk of damage to the interests of clients; and
- b) Establishing, implementing and maintaining an effective written conflicts of interest policy which takes into account any circumstances, of which the firm is, or should be aware of, that give rise to a conflict of interest arising as a result of the structure and business activities of the firm.

The types of conflicts of interest which may arise include, but are not limited to the following:

- a) Acting for more than one customer in a transaction.
- b) Receiving gifts or entertainment which could conflict with our duties to you.
- c) Employees pursuing activities or personal relationships potentially detrimental to you.
- d) Holding information on other customers that would affect you or them if it was disclosed.
- e) Personal account holdings in investments being recommended by us.
- f) If a Wealthify employee has interest in the outcome of a service provided to the client or of a transaction carried out on behalf of the client, which is distinct from the client's interest in that outcome.
- g) If a Wealthify employee has a financial or other incentive to favour the interest of another client or group of clients over the interests of the client.

Wealthify is committed to operating in the best interests of its clients and managing conflicts of interest fairly. Where Wealthify has a material interest or a conflict of interest, it may not knowingly deal or advise unless it has taken reasonable steps to ensure fair treatment for its clients.

SECTION II: WINTERFLOOD BUSINESS SERVICES TERMS AND CONDITIONS

SCHEDULE 2 – WBS RETAIL CLIENT TERMS AND CONDITIONS

**TERMS AND CONDITIONS OF BUSINESS
DEALING AND CUSTODY SERVICES
FOR RETAIL CLIENTS**

Effective from January 2018

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- Key Points
- 1. Introduction
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- 5. Risk Warnings
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- Appendix A:** NISA Investment Account - Additional Terms
- Appendix B:** SIPP Investment Account – Additional Terms
- Appendix C:** Glossary
- Appendix D:** SIPP Investment Account – Additional Terms for Trustees
- Appendix E:** Corporate Clients – Additional Terms for Corporate Clients

THIS IS AN IMPORTANT DOCUMENT AS IT FORMS PART OF A LEGAL CONTRACT AND YOU MUST TAKE TIME TO READ IT AND UNDERSTAND ITS CONTENTS. YOU SHOULD TAKE INDEPENDENT LEGAL ADVICE IF THERE IS ANYTHING IN THESE TERMS THAT YOU DO NOT UNDERSTAND AND YOU SHOULD ONLY GIVE (OR PERMIT YOUR REPRESENTATIVE TO GIVE ON YOUR BEHALF) ORDERS OR INSTRUCTIONS TO US OR GIVE US ASSETS AND/OR CASH UNDER THESE TERMS IF YOU WANT TO BE LEGALLY BOUND BY THEM.

KEY POINTS:

These key points are not a substitute for reading the details of these Terms and you must familiarise yourself with all aspects of the Terms that apply to the Services provided to you hereunder.

Definitions.

Words which begin with a capital letter have a specific meaning, which is explained in Appendix C (Glossary of Defined Terms). In addition, in these Terms:

- “**you**” and “**your**” (and where appropriate “**account holder**” and “**customer**”) mean any person(s) entering the Terms with us and, where applicable, your Representative and/or duly authorised legal personal representatives and successors; and
- “**we**”, “**us**”, “**our**” and “**WBS**” mean Winterflood Business Services which is a trading name of Winterflood Securities Limited.

Our relationship.

Your relationship with us is governed by the whole of this document, including any appendices and any other documents referred to in these terms (as listed below), in each case as may be amended and/or supplemented from time to time (together the “**Terms**”).

Please ensure that you are in possession of any documents referred to in these Terms and inform us if any documents are missing. If there is any part of these Terms (or any other document referred to in these Terms) which is unclear, you should contact us through your Representative. Other important documents that form part of these Terms include our:

- Execution Policy;
- Interest and Charges Schedule;
- Conflicts of Interest Policy;
- Complaints Policy; and
- Privacy Policy.

These documents may be viewed via your Representative’s Website. The Terms should all be available for you in printable format. If they are not, please contact your Representative.

These Terms replace in their entirety any previous versions provided by us to you.

Your legal and tax obligations

You have sole responsibility for complying with any Applicable Law and the management of your tax affairs. You confirm that you have been and are compliant with all tax declarations and reporting obligations relating to the investments or money held in your Investment Account(s) and any income or gains they produce.

The value to you, and the effects on you, of some of our Services may depend on your tax status and you should take your own tax advice to ensure the Services are appropriate for you. We will not provide you with that advice.

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. You may be unable to reclaim all or some withholding taxes as your assets will be held in a pooled account.

Investment risks

There are risks involved in any investment activity. The general risks include:

- the value of your investments and any returns they deliver are dependent on the financial markets which can be unpredictable;
- fluctuations in foreign exchange rates may cause the value of your investments to decrease;
- some investments may be difficult to sell at a price or within the time required by you;

- the tax treatment of an investment may change including in relation to any tax efficient investments; and
- use of borrowing to make investments will result in you having to return the amount borrowed, together with interest.

Please take time to read clause 5, which contains information on some of the general risks of investing and the nature and risks of particular types of investments.

Please note that in no circumstances does or will WBS provide advice or recommendations on investments. If you have any questions regarding your investments, including the risks associated with investing in a particular product or market, you should consider seeking independent advice from a suitably qualified professional advisor. This might include, but may not be limited to, financial advice and tax advice.

Changes to these Terms or the Services

We can change the provisions of the Terms from time to time for various reasons which we have set out in clause 8.1.5, including to comply with a new law or introduce a new product. Clause 8.1.5 also sets out the notice periods we will give you in advance of any changes.

We can also stop providing services by giving you advance notice, or, in certain circumstances (for example where you are in breach of these Terms), without giving you notice. Clause 7 sets out what these notice periods are.

Our regulators may also have powers to alter our ability to provide services to you.

Your other obligations

You must provide us (whether via your Representative or directly) with your national personal identifier(s) (for UK residents this may be your National Insurance number). We will not be able to trade for you without this.

You must update us as soon as possible with any changes in your status or information such as your name, address, contact details, employment status, financial circumstances, national personal identifier, changes to people who you authorise to operate your Investment Account or changes that are relevant to your tax status such as changes to your tax residence.

It may take time to act on instructions and we may need to clarify instructions, so you should always instruct us (whether via your Representative or directly) in sufficient time to meet any deadlines.

Other important information

Although we will contract directly with you under these Terms, we will provide the Services to you via (including without limitation upon the instructions of) your Representative. Therefore, you should be aware that:

- you have a separate agreement in place with your Representative for the provision of discretionary investment fund management and other services (“**Representative Agreement**”);
- the services that we provide to you under these Terms are entirely separate from those provided by your Representative under the Representative Agreement; and
- we are not a party to the Representative Agreement and accordingly will not be responsible, and shall have no liability whatsoever, for the provision of services by your Representative or the contents of the Representative Agreement.

For some financial products, you may have a cooling off period in which you can change your mind and cancel the investment. We also draw your attention to the cancellation rights at clause 2.2.8 of these Terms.

Where we delegate or outsource a function to a third party when providing a service to you (such as custody of your investments) we may not be liable for certain losses caused by that third party (unless we have been negligent in appointing that third party).

Clause 8.9 is a summary of how we use your personal information. For full details please refer to our Privacy Policy which is available via the Representative’s Website.

Provision of information by electronic means

Where we are required to provide information, data and documents in a durable medium, you acknowledge and agree that it is reasonable and appropriate for us to provide you with such information, data and documents via the Representative’s Website and specifically consent to us providing you with information, data and documents in this way. Notwithstanding the foregoing, hard copies can also be obtained upon request (which may be placed via your Representative).

Complaints

If you have any questions or complaints, please get in touch with your Representative.

If we are unable to meet our obligations to you, you may be entitled to compensation. Further information on complaints, compensation and access to the Financial Ombudsman is contained at clause 6.2.

How to contact us

If you have any general queries or questions, please get in touch with your Representative.

You can also contact us with any questions about these Terms or our Services by:

- Calling us on +44 (0)203 100 0130; or
- Writing to us at Client Services, Winterflood Business Services, The Atrium Building, Cannon Bridge House, 25 Dowgate Hill, London, EC4R 2GA.

1. INTRODUCTION

1.1 About us

We are Winterflood Business Services, a division of Winterflood Securities Limited (company number 2242204). Our registered office is at The Atrium Building, Cannon Bridge House, 25 Dowgate Hill, London, EC4R 2GA. Winterflood Securities Limited is wholly owned by Close Brothers Group plc.

Winterflood Securities Limited is a financial services firm and is authorised and regulated in the United Kingdom by the Financial Conduct Authority (“FCA”) for the conduct of investment business and custody services in the United Kingdom. Our FCA reference number is 141455.

The FCA can be contacted at 25 The North Colonnade, Canary Wharf, London, E14 5HS. More information on the FCA can be found at <https://www.fca.org.uk/>.

1.2 About you

Eligibility. We provide the Services only to residents of the United Kingdom (or the “UK”, being residents of England, Scotland, Wales and Northern Ireland) and the Channel Islands (which for the purpose of these Terms shall mean Guernsey or Jersey only and shall not include the Isle of Man), who are over the age of 18, although we may agree on a case by case basis to provide the Services to UK or Channel Islands residents who subsequently leave the UK or Channel Islands. If you will no longer be a UK or Channel Islands resident, you must inform us via your Representative promptly in writing prior to your move outside the UK or Channel Islands as there may be certain restrictions placed on your account. Services are not provided to US Persons. Additional criteria are set out elsewhere in these Terms, including at Appendix A, B, D and E, and may also be determined at the point of application which shall occur via your access to the Representative’s Website.

Client Classification. For the purpose of the FCA Rules, which require us to categorise our customers into groups so that we can treat them according to their level of knowledge about investments, we will treat you as a *Retail Client* in accordance with the FCA’s client categorisation criteria unless you request a different categorisation. Requesting a different categorisation may result in the loss of certain regulatory protections. We are not obliged to accept any such request, however where we do so, we will provide you with a written notice of protections lost.

If you are acting as agent for someone else, we will treat you alone as our client for the purposes of the FCA Rules and you will be liable, in addition to that other person, in respect of any transactions we enter into with or for you.

1.3 Your Representative

We acknowledge and you agree that you have appointed **Wealthify Limited** as your Representative (as defined herein) for the purpose of these Terms. You agree that your Representative is authorised by you to bind you to these Terms, to give us instructions and Orders on your behalf (on which we may act and rely under these Terms), and to perform all obligations and to exercise all rights required or entitled to be performed by or for you (as the case may be) under these Terms. All references to you in these Terms shall therefore automatically include a reference to your Representative. Please be aware that in most day to day business all your dealings with us will be through your Representative. However, in unusual circumstances, such as in the unlikely event of your Representative becoming insolvent, for example, you will need to deal with us directly under these Terms.

1.4 Representative’s Website

You will access the Services via the website at www.wealthify.com, which is managed and operated by your Representative (“**Representative’s Website**”).

1.5 Commencement

Once your application has been accepted, a contract will be formed between you and us and these Terms will come into force. You will be deemed to agree that the Services, including the execution of any Orders received from you or from a Representative on your behalf, will be provided on the basis of these Terms.

2. SERVICES

2.1 Services

2.1.1 We will provide you with an execution-only dealing service together with related settlement and custody services (each a “**Service**” and together the “**Services**”). The Services are made available to you via the Representative’s Website and enable you to deal, manage and view your investments online, based on your investment choices. We will hold and administer your investments acquired through the Service for you in an Investment Account. You will select your investments and carry out all dealing through your Representative.

2.1.2 All transactions will be undertaken on an “execution-only” basis. Execution-only services are provided by us when we execute trades on your behalf but without providing advice or personal recommendations. We do not provide advice or recommendations on investments and will not advise you about the merits of a particular transaction, any corporate action or the composition of your Investment Account. We will not have any discretion in relation to your Investment Account and will act for you only in accordance with instructions given by you or your Representative to us, and will not seek your further instructions, either before or after effecting the transaction on your behalf. Where an execution-only Order is accepted by us we are not responsible for ensuring the investment is suitable for you.

2.1.3 If you or your Representative instruct us to enter into an execution-only transaction in relation to shares that have been admitted to trading on a Trading Venue or an equivalent venue in a country outside the European Economic Area, money market instruments, bonds or other forms of securitised debt, units in a UCITS fund or other “non-complex” financial instruments (as defined in the FCA Rules) and if we enter into such a transaction then:

- (a) we shall not have any duty to advise you in respect of either that execution-only transaction or any subsequent or potential sale of any asset acquired under that execution-only transaction; and
- (b) we are not responsible for assessing the suitability and/or appropriateness of that execution-only transaction in the context of your investment objectives.

2.1.4 Where your Representative instructs us to enter into an execution-only transaction in an investment that is not of the kind described above (i.e. one that is a complex financial instrument in accordance with the FCA Rules) we will not assess whether the transaction is suitable and/or appropriate for you and will instead rely on the recommendation made by your Representative (to the extent permitted under the FCA Rules).

2.1.5 You shall not instruct us to enter into an execution-only transaction in respect of complex financial instruments.

2.1.6 The provisions of this clause 2.1 shall be without prejudice to our general right to refuse to execute Orders or instructions.

2.1.7 When providing execution-only services, where we disclose the target market for a particular product to you (via your Representative) it is your Representative’s responsibility to verify that you fall within the target market criteria disclosed by us for the product and we will not be responsible for undertaking this assessment.

2.1.8 These Terms are in English and we will communicate with you in English.

2.2 Your Account

2.2.1 Access to the Services. The Services should be accessed via your Representative’s Website where, following registration, you will be provided by your Representative with a password which you should keep safe and secure at all times. Please note you should be asked to change your password the next time you log in to the Representative’s Website.

2.2.2 Security. You should ensure that you keep your access information confidential and secure and you must notify us via your Representative immediately if you think any aspect of the security of the Service has been compromised in any way (for example, if your Password becomes known to a third party). You should use a “strong”, unique password which cannot be guessed by another person and you should not use the password for any other purpose. We refer to the website at <https://www.cyberstreetwise.com/passwords> which relates to a UK government campaign for on-line safety behaviour and contains some general guidance as to what might constitute a “strong” password.

2.2.3 **Portfolios.** We provide a choice of three different types of Portfolio: a Single Portfolio, a Joint Portfolio and a Corporate or Trust Portfolio. Within these Portfolios, different types of Investment Account may be opened and held as follows:

- (a) ***Single Portfolio:*** a Single Portfolio is one that is in your sole name, where only you or your Representative on your behalf may instruct us and where you are the sole beneficiary in respect of the assets in the Portfolio.

A Single Portfolio may contain the following types of Investment Account:

- (i) General Investment Account (“**GIA**”): this type of Investment Account is subject to the UK tax regime rules but is not subject to additional rules (such as may apply to NISAs and SIPPs); and/or
- (ii) New Stock and Shares Individual Saving Account (“**NISA**”): in July 2014, all ISAs became NISAs (otherwise known as a ‘New ISA’).

Please note that we only operate stocks and shares NISAs under these Terms and not cash NISAs.

Please see the supplemental NISA Terms at **Appendix A** of these Terms.

- (b) ***Joint Portfolio:*** a Joint Portfolio is one that is in the name of two or more persons (as indicated on your online application form via your Representative’s Website) and is administered on a joint ownership basis. This means the assets are held without division by two or more persons. It also means that upon the death of one account holder, the ownership of the assets in the Joint Portfolio automatically passes to the surviving account holder(s), who shall have full authority over the account. If it is agreed that you may open a Joint Portfolio, unless the Investment Account is opened by a Representative on your behalf, WBS requires all Joint Portfolio holders to open an Investment Account online via an invitation from the primary account holder.

All parties to the Investment Account(s) in the Joint Portfolio are customers under these Terms and will be held jointly and severally liable for all obligations under these Terms, which means that we can demand repayment of the full amount due from any or all of you, and not just a proportion from each of you, even if you personally were not aware of the debt. Once the Joint Portfolio is open, we are entitled to accept instructions or Orders from any party named on the Investment Account(s), which will be issued via the Representative, and any action taken as a result of these instructions or Orders will bind all Joint Portfolio holders. If we become aware that conflicting instructions have been given by or on behalf of any Joint Portfolio holders by a Representative, we reserve the right where practicable to suspend any or all activity on the relevant Investment Account(s) until the conflict is resolved.

A Joint Portfolio may only contain a GIA.

- (c) ***Corporate or Trust Portfolio:*** for customers that are a company or a trust and to which we have agreed to provide the Services, we will accept instructions or Orders from and give notices and other communications to, the relevant nominated contact person(s) (which may include a Representative) who may be chosen when the Investment Account(s) are set up on-line. Instructions or Orders from the nominated and authorised contact person will bind the trust or company.

If you are a trust and we have agreed to provide you with Services under these Terms, then all of the trustees of the trust account are customers under these Terms and not the beneficiaries of the trust. You must also inform us promptly when a trustee dies or retires, as in this event, the remaining trustees continue to be bound by these Terms.

A Corporate or Trust Portfolio may only contain a GIA.

2.2.4 **SIPP Investment Account.** If you have invested in a SIPP, this will be independently set up, operated and managed by your SIPP Administrator and/or Trustee (as the case may be). These Terms only govern the provision by WBS of Services to enable you to view how your SIPP is doing, to trade on investments in your SIPP Investment Account (which you will open with us under these Terms) and to provide custody in respect of the assets in the SIPP Investment Account. We are not responsible for the operation, management and/or administration of your SIPP.

Please see the SIPP Investment Account – Additional Terms at **Appendix B**.

2.2.5 SIPP Investment Account – Additional Terms for Trustees. If you act as Trustee in relation to a SIPP these Terms, as amended by Appendix D (Additional Terms for Trustees) will govern the provision by WBS of Services to you.

Please see the SIPP Investment Account – Additional Terms for Trustees at **Appendix D.**

2.2.6 Corporate Clients – Additional Terms for Corporate Clients. If you are a firm, body corporate, unincorporated association, partnership, limited liability partnership or joint venture or other similar entity (other than a Trustee in relation to a SIPP), these Terms as amended by Appendix E (Additional Terms for Corporate Clients) will govern the provision by WBS of Services to you.

Please see the SIPP Investment Account – Additional Terms for Corporate Clients at **Appendix E.**

2.2.7 Anti-money laundering. We are required to comply with UK anti-money laundering law, sanctions and other applicable law and regulations aimed at fighting terrorism and financial crime. In order to comply with Applicable Law, we operate robust authentication procedures to verify the identities and permanent addresses of our customers and any authorised representatives, or we may outsource this obligation to a suitable third party to perform on our behalf. In performing this function, you agree to provide certain documents and personal details prior to registering to use the Service, and/or prior to any sale or purchase of shares on an unregistered basis. We will use the personal information you supply to carry out anti-money laundering, counter-terrorism and sanctions checks. As part of these checks we will use the personal information you supply together with information we have collected or obtained from third parties (as further described below), including without limitation information from the electoral register, for the purpose of verifying your identity and the accuracy and completeness of the personal information you have supplied. We may also need to send your personal information to third parties in order to carry out these checks, including your Representative, fraud prevention agencies and/or credit reference agencies. In the event that these checks fail to meet our requirements, or if we have other concerns, you may be asked to provide further documents or information (including physical forms of identification and original copies). **If at any time verification of identity of all relevant parties remains outstanding, we will refuse to accept payment, dealing instructions (including the carrying out of any Orders) or any withdrawals of capital, unless and until the identity checks have been satisfactorily completed, or we may terminate these Terms upon notice to you in accordance with clause 7.**

You have the right to request details of the sources of information and the third parties from whom we obtain, and to whom we transmit, information about you by written request to our Compliance Officer at the address set out in the Key Points section at the beginning of these Terms.

If it is agreed that you may open a Corporate or Trust Portfolio, we may be required to identify and, if necessary verify, the identity of other related parties such as the beneficial owners of the account and not just a party named as the account holder.

2.2.8 Cancellation Rights: Distance Contracts. Where we enter into these Terms with you at a “distance” (meaning where we have no face to face physical contact with you which includes via the Representative’s Website), you may be entitled to certain additional cancellation rights which are separate from the standard termination arrangements at clause 7. Where this is the case, **you may cancel these Terms and/or any or all Investment Account(s) at any time within the first 14 calendar days of entering into these Terms and/or of opening the relevant Investment Account(s). If you wish to do this, you will need to provide us via your Representative with clear notice in writing of your decision to cancel the relevant Investment Account(s) (if not all of your Investment Account(s)), and this notice must be posted to us prior to the end of the 14 day cancellation period.** You are not required to give us any reason for exercising your right to cancel.

If you do cancel during this period, subject to the below and Appendix B or Appendix D (if applicable), we will, without undue delay:

- (a) close the Investment Account(s) as instructed;
- (b) return any cash held in the relevant Investment Account(s);
- (c) transfer your investments to another regulated financial services firm as nominated and instructed in accordance with these Terms; and/or
- (d) sell your investments and return the cash proceeds from such sale, where you have any fractional holding(s) or we are otherwise instructed to do so.

If you cancel these Terms or any Investment Account(s) (if not all your Investment Account(s)) within the cancellation period, we will refund any relevant fees received by us pursuant to these Terms (in the event of full cancellation) or under the relevant Investment Account(s) (if partial cancellation), **except that you agree that the following will be paid if and to the extent applicable:**

- (a) **for any Service actually provided by us in accordance with these Terms and our Interest and Charges Schedule, where you (including via your Representative) have expressly requested such performance (including, without limitation, where we have provided custody of your assets and are due a custody fee in accordance with the Interest and Charges Schedule);**
- (b) **for any loss under a contract caused by market movements that we would reasonably incur in cancelling it, as any such market movements will be outside of our control; and/or**
- (c) **for any fees or charges due to your advisor, which may include your Representative.**

If you cancel more than fourteen (14) calendar days after the date that the Terms become effective or after the date the relevant Investment Account(s) were opened, you will not be refunded any associated fees.

It is important that you are aware that all instructions, including those given to us by your Representative, to buy or sell investments which are pending at the time of receipt of your notice to cancel, will be binding. Please note that if you have invested in a fund, the sale and redemption of units or shares in the fund will be subject to separate fund documentation (including the current fund prospectus).

2.2.9 Funding Your Investment Account(s). Once you have opened your Investment Account(s), you may credit your Investment Account(s) for the purposes of investment. We will accept payment from you electronically by bank transfer, or by BACS, CHAPS and/or by cheque, or by such other methods as we may agree with you from time to time (which may include by debit card or direct debit), including with your Representative on your behalf. Payments into your Investment Account(s) must be from a bank account in your name (or in the case of a joint account in the name of at least one of the account holders) which has previously been notified to us for this purpose and has been validated as a legitimate account belonging to you (or in the case of a joint account belonging to at least one of the account holders). We reserve the right to close any Investment Account(s) and/or terminate these Terms, without liability, immediately upon notice to you or your Representative in the event of any persistent or repeated breaches of the requirements set out in this clause 2.2.9.

If we agree to accept payment via direct debit, then any payments to be made into your Investment Account(s) via this method shall only be made once we are satisfied that you have provided your Representative (which shall provide a copy to us on demand) with an appropriate and suitably validated direct debit mandate.

2.2.10 Withdrawals. If we receive an instruction from you or your Representative to repay any or all Client Money held in your Investment Account(s), we will aim to pay your money out within seven (7) Business Days of receiving your instructions or the instructions provided by your Representative, except that where you owe money under these Terms, for example money for the settlement of any Orders or for payment of any outstanding fees to us, we will retain sufficient money to cover your obligations. We will not generally make payments out to you by cheque unless specifically agreed with you, and we will not make payments out to a third party. All payments to your UK bank or building society (which shall be in accordance with the information we hold on record for you) shall be made in Pounds Sterling and it may take up to three (3) Business Days for the money to clear into your account.

2.3 Your Money

2.3.1 Client Money. Unless otherwise specifically stated in these Terms or as provided under Applicable Law, your money will be held as Client Money in accordance with the FCA Rules which, among other things, require us to hold your money in a client bank account which is free of lien and set up with statutory trust status, at an Approved Bank or CRD Credit Institution. This means we will separate your funds from our own funds and we may hold your money with the money of other customers in a pooled account, which has been named as a client bank account.

When selecting which third party bank to use, we will exercise all due skill, care and diligence and will periodically (at least annually) review the adequacy and appropriateness of any bank where your money is deposited and of the arrangements for holding your money, in accordance with the FCA Rules. We will not be responsible for any acts, omissions or default of the third party bank.

If necessary, we may also allow another institution such as an exchange, clearing house, overseas settlement agent or other intermediate broker to hold or control your money, but only if we transfer your money for the purpose of a transaction through or with that person or to meet any obligation that you may have to provide collateral (for example, margin) for a transaction. If we do this and where required to do so under the FCA Rules, we will endeavour to ensure your money is held as Client Money under the FCA Rules.

In the event of our failure (for example due to our bankruptcy or insolvency), any money held in a Client Money account by third parties will be segregated from our assets and will not be available to our creditors. However, in the event of failure of a third party, there may be a number of consequences for your investment which may include:

- (a) *UK bank accounts*: if we place your money in a UK account with a third party, because your Client Money will be held with other customers' Client Money in a pooled Client Money account, in the event that the third party credit institution or bank holding the money defaults and there is a shortfall, you will share proportionately in that shortfall with other creditors of the credit institution or bank;
- (b) *Non-UK bank accounts*: in addition to any shortfalls through the pooling of accounts as described above, where your money is required to be held in a bank located outside the UK, you should be aware that the legal and regulatory regimes (including any associated protections) that apply to the bank holding your money may be different to those of the UK. In the event of the bank's failure, your rights and obligations may differ and your money could be less secure and treated differently from the position which would apply if the money were held in a customer bank account in the UK; or
- (c) *Other Third Parties*: if and to the extent your money or investments have been passed by us to any other third party in connection with a transaction (for example, to an exchange, clearing house, intermediate broker or settlement agent, either in the UK or in a jurisdiction outside the UK), your money or investments may be at risk in the event of the default or insolvency of such third party. The organisation we pass your money to may hold it in a general account and it may not always be possible to separate it from our money, or their money. If the organisation becomes insolvent, we will only have an unsecured claim against the organisation on your and our other customers' behalf. You realise this means the other organisation may not pay us enough money to cover the claim of you and all other customers.

2.3.2 Unclaimed Client Money. You consent to us releasing the balance of any unclaimed Client Money held on your behalf by us from our Client Money bank account and paying the balance to a registered charity of our choice, in which case we will no longer treat it as Client Money, where:

- (a) we have been unable to trace you after taking reasonable steps to contact you as required by the FCA Rules; and
- (b) where the balance on the account is £25 or more and there has been no movement on your balance for at least 6 years (except for our periodic charges or debit or credit interest).

Where we do this, however, we undertake to make good any valid claim made by you or on your behalf against any balances we treat in this way where you have provided evidence to support your claim.

Where the balance is under £25.00 and we have taken the steps required by the FCA Rules to contact you, we may stop treating the balance as Client Money and donate it to a registered charity of our choice but we will not make good any claim by you against the balance.

2.3.3 Interest. Please note that unless specifically otherwise agreed in writing between us, interest will not be payable on cash balances in Client Money accounts held by us on your behalf.

2.3.4 Minimum Balance. Should your account balance be at such a level that charges outweigh any credits, we will not notify you (whether directly or via your Representative).

2.4 Custody of Your Investments

2.4.1 Nominee Service. Assets purchased using the Service or otherwise transferred to us will be registered in the name of WBS or its non-trading Nominee and held on your behalf by us or our Nominee with you as beneficial owner. We will record and hold all client assets separately from any of our own investments and other assets, and in such a way that we can identify your entitlement at any time. However, where you have a fractional holding in any Eligible Securities, we or our Nominee may retain the corresponding fraction for the benefit of Winterflood Securities Limited and you acknowledge and agree that we may (to the extent permitted by the FCA Rules) record legal title to our own fraction of Eligible Securities in the same name as that in which legal title to your fraction

of such Eligible Securities is recorded. Assets held on your behalf by WBS or its Nominee may be held in an account pooled with the investments of our other customers and, in connection with the Fractional Dealing Service, with the fractional entitlements of WBS or its Nominee to any Eligible Securities (to the extent permitted by the FCA Rules). This means that your investments may not be individually identifiable on the relevant company register by separate certificates or electronic records. However, records in our systems make your individual entitlement clear. As a result of your investments being pooled with those of our other customers, in the event of a default by us (or of any Sub-Custodian (as per the below clauses) which causes an irreconcilable shortfall in the assets held in the pooled account, you may not receive your full entitlement and you may share proportionately in that shortfall with the other customers.

2.4.2 Sub-Custodians. In some situations, it may be necessary for us to act through, and hold your investments with, a Sub-Custodian, and you authorise us to appoint any such Sub-Custodian(s) from time to time in connection with the performance of our duties under these Terms. Your assets will usually be held in pooled accounts and identified as belonging to our clients as described above. The effect of this is that if there is a shortfall as a result of the Sub-Custodian suffering financial loss, you may share in that shortfall with our other customers, depending on the amount held with them. We will exercise due skill, care and diligence in the selection, appointment and periodic review of any Sub-Custodian as required under the FCA Rules.

We shall not be responsible for any acts, omissions or default of any Sub-Custodian unless and only to the extent such results directly from our own negligence, fraud or wilful default in our selection, appointment and periodic review of any Sub-Custodian as required under the FCA Rules.

2.4.3 Overseas Sub-Custodians. If you invest in overseas (non-UK) investments, including as a result of Orders given to us by your Representative:

- (a) these may be held by an overseas Sub-Custodian, as appointed by us. The arrangements for holding these investments may vary (for example, investments may be registered or recorded either in our name or in the name of the Sub-Custodian), but before your assets are held in this way, we will have taken reasonable steps to determine that we reasonably believe it to be in your best interests to do so, or that it is not practical to do otherwise because of the nature of the Applicable Law and market practice. We will endeavour to ensure that such investments will not be held with any third party in another country which does not regulate the safekeeping of financial instruments unless the nature of the financial instrument (and market practice in the relevant jurisdiction) requires it; and
- (b) you acknowledge that Sub-Custodians and other third parties (such as central counterparties, clearing agents, settlement agents and securities depositories) may take a lien (which is a form of charge giving a right to retain your investments) over investments held by them and/or that they may be entitled to other security rights over investments or money, including rights of set-off, retention or sale. This will be determined by requirements of local law, regulation and market practice in the relevant jurisdiction.

If a Sub-Custodian or other relevant third party, such as a clearing agent, defaults or becomes insolvent (or other similar event), the consequences for you will depend upon the Applicable Law in the relevant jurisdiction (which may not be English law) and you will bear the associated risks.

2.4.4 Lend or deposit to a third party. Except as otherwise provided in these Terms, we will not, without your express prior written consent (which we may obtain from your Representative), lend to, surrender, pledge or deposit with a third party, as collateral, any investments in your Investment Account.

2.4.5 Default and Power of Sale. You acknowledge that we are entitled to charge for our Services and to receive payment in accordance with the most recent Interest and Charges Schedule provided to you. To protect us against non-payment or late payment of legitimately incurred fees, charges and expenses and/or for late or failed settlement by you and/or by your Representative (including, without limitation, any amounts that may be owed under clause 2.7.10 (Right of Reversal and Obligation to Repay)), you agree that we may use, sell, retain or set-off assets (which shall include Client Money and/or Client Assets) held by us under these Terms under any Investment Account(s) you hold with us. We will only exercise this right if we have requested payment from you or from your Representative in writing and the amounts remain outstanding 30 days from the date of such request.

2.4.6 Unclaimed Client Assets. You consent to us ceasing to hold Client Assets held on your behalf and liquidating the same at market value before paying the balance to a registered charity of our choice where:

- (a) the Client Assets have been held by us for a period of 12 years or more and you have not provided any Order or instruction in relation to such Client Assets during this period; and

- (b) we have been unable to trace you after taking reasonable steps to contact you as required by the FCA Rules.

Where we do this, however, we undertake to make good any valid claim made by you or on your behalf against any Client Assets we treat in this way where you have provided evidence to support your claim.

2.5 Dealing and Processing of Orders and other Instructions

2.5.1 Orders and instructions. Orders and other instructions can only be placed by you or your Representative on your behalf via the phone and/or the Representative's Website, access to which is explained at clause 2.2.1 (Access to your Service), or via any other form of communication as agreed with your Representative. Subject to these Terms and in accordance with Applicable Law, **we shall not be responsible for the execution of any Order unless and until you or your Representative has received a specific confirmation of acceptance of the Order from us.**

In respect of Orders received to deal on your behalf and all other instructions (which shall include any instructions received from your Representative to debit your bank account(s) with funds for payment into your Investment Account(s)), we will be acting in reliance upon your or your Representative's Orders and instructions. You accept and agree that:

- (a) you and/or your Representative should not place an Order to Trade unless we have received sufficient funds to cover the total amount required for all relevant transaction(s), including all associated fees, expenses and charges, and it is your and/or your Representative's responsibility (as the case may be) to check that this is the case as follows: for your SIPP investments by trade date plus one Business Day; and for all other investments before placing an Order;
- (b) we may rely on all Orders and other instructions or communications received via the Representative's Website or by phone that are given by you or your Representative or anyone else using your log on details, or other instructions which we reasonably consider to be authorised by you or your Representative; and
- (c) you are responsible for any incompleteness, inaccuracies or ambiguities in your and/or your Representative's Orders or instructions or in any other information provided by you or your Representative, to us. If we are aware of an ambiguity or inaccuracy, we will contact your Representative in the first instance for clarification and in the case of Orders we will not be required to execute any Order until it is resolved. However, you agree that we shall have no liability to you or any other person whatsoever (including but not limited to your Representative) as a result of us placing reliance on your and/or your Representative's or another account holder's Orders and instructions, including without limitation if they later prove to be inaccurate, ambiguous, inconsistent or fraudulent and/or not from you or someone authorised to issue instructions and Orders on your behalf or in respect of the relevant Investment Account(s).

We do not accept responsibility for any actual or potential financial loss (including, for the avoidance of doubt, loss caused by market movements) that may arise if you or your Representative are unable to contact us to place an Order through any of our current trading or communication methods.

2.5.2 Best Execution. The FCA Rules require that, where a Retail Client is legitimately relying on us to protect their interests in relation to pricing or other important elements of a transaction, we take all sufficient steps to obtain the best possible result for such clients, taking into account various execution factors (this is known as 'best execution'). In accordance with the FCA Rules, we have implemented an Execution Policy which sets out the sufficient steps we take in order to act in accordance with the best interests of our clients when executing client orders. As you are a Retail Client, our priority when executing your Orders will generally be price. A summary of our Execution Policy is available via the Representative's Website and a hard copy can also be obtained upon request (which may be placed via your Representative). You consent to your transactions being handled in accordance with our Execution Policy, as amended from time to time.

The Execution Policy highlights instances where, in your best interests, we may deal away from a Trading Venue where we reasonably believe this is necessary to achieve best execution and by entering into these Terms you give us your prior express consent to us doing so.

We may periodically amend our Execution Policy as described in clause 8.1.5.

2.5.3 Refusing an Order. We may, in our reasonable discretion, refuse to accept and/or execute an Order at any time. This may be for reasons including but not limited to, unusual Order size, insufficient funds (which shall include all fees and charges associated with the relevant transaction or assets), insufficient market liquidity or because of your trading history. If we do this, we will inform you or your Representative that we will not carry out the Order (unless we are not permitted to do so by Applicable Law) but, subject to Applicable Law, will not be compelled to provide a reason.

2.5.4 Acceptance of an Order. When we receive your Order, subject always to our right of refusal under clause 2.5.3, we will use reasonable endeavours to carry it out in accordance with our Execution Policy. We will not be liable to you and/or your Representative or to any other person for any losses, liabilities, costs, charges and/or expenses you suffer if we are delayed and/or unable to carry out an Order or any instruction within a particular timeframe or at all, for any reason. This may include where there is a delay or change in market conditions before the Order is able to be executed and/or completed or where the characteristics of the Order (such as its size) mean that it cannot be executed within any agreed or requested timeframe.

2.5.5 Amendment to an Order. An Order given by you or by your Representative forms an irrevocable commitment to buy or sell investments. Once accepted by us, your Order cannot be amended or cancelled by you or your Representative, unless, before its execution, you or your Representative request cancellation or amendment and you or they receive specific confirmation from us of any amendment or cancellation of your Order.

2.5.6 Third Party Executing Brokers. You agree that we may arrange for any Order to be executed with or through an intermediate broker, and that such third party may or may not be in the United Kingdom (“**Executing Broker**”). Where we do this, we, rather than you, will be treated as the Executing Broker’s client for the purposes of the FCA Rules. If we use an Executing Broker, we will be responsible to you for the compliance of the transmission of the relevant Order with our Execution Policy, but we will not be responsible for any act or omission of any Executing Broker, or liable to you or to your Representative or to any other person for any losses arising from their acts or omissions.

2.5.7 Terms of Order. You acknowledge and agree the following with regard to placing an Order (which shall include any Order placed by a Representative on your behalf):

- (a) if you have specifically requested a fixed quotation then you or your Representative on your behalf will typically have around fifteen (15) seconds from receipt of the quote that we have obtained from the market to accept it, at which time we will use reasonable endeavours to execute your Order with the market at the price quoted, irrespective of whether or not the market price has moved during the time between us sending/giving the fixed quotation to you and the execution of your Order. However, this is subject to a number of factors beyond our control, including without limitation: (i) trading on the relevant securities being suspended for whatever reason, including stock in auction; and/or (ii) withdrawal or expiry of the quote by the market (for whatever reason);
- (b) if we incur additional reasonable expenses (for example, premiums and discounts) when carrying out your Order and we are unable to contact you or your Representative to tell you or them about these in advance after reasonable efforts to do so, we may proceed to execute your Order and incur these expenses which you agree will then be payable by you;
- (c) there may be a delay in the execution of an Order. For example, where your Order sits in line behind other customers who already have submitted comparable orders (because all comparable orders are executed strictly in the order in which they are received), or where an Order is received after the relevant exchange has closed it will not be executed until that exchange next re-opens, following which we will present the Order for execution as soon as reasonably practicable;
- (d) unless we (and/or any Executing Broker) accept specific instructions from you or your Representative in relation to a particular Order, we may aggregate your Order with our own orders, orders of Affiliates and persons connected with us and orders of other customers, without further reference or authority from you or your Representative. By aggregating your Order, as described above, we must reasonably believe that this is in the overall best interests of our customers and it is unlikely such aggregation will work to the disadvantage of you when we aggregate your order. However, aggregation may operate on some occasions to your disadvantage; and
- (e) you will not undertake short selling (i.e. where you sell any financial instrument to which you do not have title at the time of such sale) and you agree that you will own any assets to be sold and will deliver

(or will procure that your Representative will deliver on your behalf) the assets in good deliverable and unrestricted form by the Settlement Date, and you will ensure that your Orders and instructions to us and any subsequent purchases or sales, including those instructed by your Representative, comply with Applicable Law.

2.5.8 **Limit Orders.** You or a Representative on your behalf may from time to time give us an Order to execute at a specific price (“**Limit Order**”). In such case:

- (a) we will try to execute Limit Orders as soon as practicable but you should be aware that market conditions can affect the time it takes to execute such Orders and all orders will be executed in the order in which they are received;
- (b) we cannot guarantee that a Limit Order will be executed even if your stock reaches the limit price. For example, if there are orders ahead of yours at the same limit price, the orders in line ahead of you must be filled first and there may not be enough stock available to fill your Order when its turn comes;
- (c) you or your Representative may cancel a Limit Order provided it has not been executed or is not in the process of being executed. It is your or your Representative’s responsibility to check that your instruction to cancel has been received and accepted;
- (d) if you place a Limit Order for a financial instrument in which trading is suspended or has a Corporate Action before execution or if your Investment Account is suspended, we may, but are not required to, take steps to cancel the pending Order; and
- (e) in relation to any Limit Orders you give in respect of shares admitted to trading, or traded on, a Trading Venue within the EEA which are not immediately executed under prevailing market conditions, you expressly give us permission not to make the unexecuted Order, or any part of it, public.

2.5.9 **Order Status.** You may request information on the status of your Order at any time.

2.5.10 **Minimum investment amount.** Subject to any minimum investment amount notified to you or us including without limitation by your Representative or SIPP Administrator (if applicable), we have no minimum investment amount on your transactions.

Fractional Dealing

2.5.11 **Fractional Orders.** Your Representative may (provided it has signed up to the Fractional Dealing Service) request that your Investment Account be set-up and enabled for the Fractional Dealing Service. Following any such enablement you, or your Representative on your behalf, may from time to time give us an Order in relation to certain Eligible Securities which specifies either:

- (a) a desired fractional holding (up to 4 decimal places), in which case we will confirm the corresponding monetary amount (to the nearest £0.01); or
- (b) a desired cash value (to the nearest £0.01), in which case we will confirm the corresponding fractional holding (up to 4 decimal places).

In carrying out fractional calculations, we will use reasonable endeavours to get as close as possible to your Order, however such calculations shall be within our entire discretion and we shall not be liable for any loss or damage suffered or incurred by you arising out of or in connection with such calculations, save to the extent directly attributable to our negligence, fraud, wilful default, breach of contract or breach of the FCA Rules.

2.5.12 **Aggregation.** Fractional Orders will be held throughout the day and aggregated at a set point each Business Day (as agreed with your Representative) or as soon as reasonably practicable thereafter and processed in accordance with our Execution Policy and subject to these Terms. Orders received after the agreed aggregation point will be held until the aggregation point the following Business Day.

2.5.13 **Purchases and Sales.** In order to provide the Fractional Dealing Service:

- (a) we will purchase Eligible Securities in whole units and subsequently credit fractional units to your Investment Account; and
- (b) we will sell Eligible Securities in whole units (representing your fractional holding together with a corresponding fraction held, or otherwise made available, by us or our Nominee) and subsequently credit your Investment Account with a pro-rata cash amount to reflect your fractional holding, less any fees, charges, expenses or other amounts owed to us.

2.5.14 Transfers in: shall be in whole units. We cannot facilitate the transfer-in of fractional units.

2.5.15 Transfers out: shall be in whole units. We cannot facilitate the transfer-out of fractional units. Any request for the transfer-out of fractional units in Eligible Securities shall result in the transfer-out of whole units and the sale of Eligible Securities to account for any fractional holding, as described in clause 2.5.13(b) above.

2.5.16 The Fractional Dealing Service will be administered by WBS internally within the WBS System, accordingly there will be no change to market standards relating to the execution and settlement of Eligible Securities.

2.5.17 You authorise us, without notice to you or your Representative, to sell any and all fractional holdings in an Eligible Security which belong to you in the following circumstances:

- (a) in the event of our failure (for example due to our bankruptcy or insolvency);
- (b) if the Fractional Dealing Service is withdrawn by us in its entirety;
- (c) if the agreement between us and your Representative is terminated (in whole or part), for whatever reason;
- (d) if these Terms are terminated, for whatever reason;
- (e) if any applicable third party, as notified to us, ceases to act as your Representative;
- (f) if an Eligible Security is removed from the Fractional Dealing Service (and is therefore no longer an Eligible Security for the purposes of the Fractional Dealing Service);
- (g) if, by virtue of Applicable Law or a change to market circumstances, an Eligible Security would no longer be eligible for the Fractional Dealing Service or we would not be willing or able to continue to offer the Fractional Dealing Service;
- (h) if you or your Representative instructs us to transfer-out Eligible Securities to a third party custodian (as described in clause 2.5.15 above); and
- (i) if we are entitled to use, sell, retain or set-off assets (which shall include Client Money and Client Assets) owed by you pursuant to these Terms (including by virtue of clause 2.4.5 hereof).

Notwithstanding the foregoing, we will use reasonable endeavours to give you or your Representative 30 days' prior notice of any such sale (but only to the extent it involves the sale of your fractional holding), however we reserve the right not to give prior notice, or not to give 30 days' prior notice where in our reasonable view we consider it is not possible or practicable to do so. We may, but shall not be obliged to, sell Eligible Securities in such circumstances. Where we sell Eligible Securities pursuant to this clause, your fractional holdings (if any) will be sold as described in clause 2.5.13(b) above. For the avoidance of doubt, any whole units you hold would remain unaffected. We will not be liable for any loss arising directly or indirectly from the exercise of the rights described in this clause, including any loss of profit, investment opportunity or loss of tax relief, save to the extent directly attributable to our negligence, fraud, wilful default, breach of contract or breach of the FCA Rules.

2.5.18 For the avoidance of doubt, (i) these Terms and any terms used herein (whether defined or otherwise) shall, where the context allows, be construed so as to include references to fractional holdings in Eligible Securities and the Fractional Dealing Service and (ii) any references to 'units' shall be deemed to refer to shares, units or other denominations in Eligible Securities, as applicable.

2.6 Contract Notes

2.6.1 Notification of a Trade. Your Contract Note will confirm execution of your Order and the relevant Settlement Date for your transaction(s). A Contract Note will be provided by us to your Representative no later than one (1) Business Day following the execution of the Order (or, if later, within the time required by Applicable Law) and made available to you by the Representative's Website whenever you enter into a trade, be that a sale or purchase, and sets out the agreed details of the relevant transaction. You will receive an electronic message from your Representative via the Representative's Website that your Contract Note is available for you to review via the Representative's Website. Contract Notes made available to you via the Representative's Website will be deemed to have been received by you.

2.6.2 Timing of notification. Your Contract Note will be available to your Representative who has undertaken to ensure that it promptly makes the Contract Note available to you for review via the Representative's Website.

2.6.3 Checking your Contract Note. **Please ensure that you check that the information in the Contract Note accurately reflects your Order and/or your instructions to your Representative (as the case may be) and notify us immediately via your Representative if you become aware of any inaccuracies, and in any event within 24 hours of the Contract Note being made available via the Representative's Website for your review.**

2.6.4 Copies. We will retain a copy of your Contract Note in a durable medium for at least the period of time required under the FCA Rules and you may request a copy from us (via your Representative) at any time within that period.

2.7 Settlement of Transactions

2.7.1 Duty to Deliver. Unless otherwise explicitly agreed between us, settlement of all transactions will be made in accordance with these Terms, the relevant Contract Note, Market Requirements and other Applicable Law. You acknowledge and agree that you are fully responsible for the timely settlement of each and every transaction (which we acknowledge will be performed by your Representative on your behalf), including but not limited to, delivery and/or ensuring the delivery, in reasonably sufficient time on or before the Settlement Date (as specifically agreed between ourselves and your Representative) and into the relevant Investment Account(s), of any instructions, money (including any fees or any other amounts due and payable to us), taxes, documents, financial instruments or any other property to be delivered under a transaction, for the purpose of enabling the timely clearing and settlement of the transaction (including by any Executing Broker). The Settlement Date will be shown on your Contract Note. In the event that we are permitted or obliged to make a payment on your behalf in accordance with these Terms and you do not have sufficient funds in your Investment Account in the currency of the payment, you authorise us to convert sufficient cash in your Investment Account into the currency of the payment at the prevailing market exchange rate to enable us to make the payment on your behalf.

It is important to settle purchases and sales promptly and Orders should never be given if you are not able to settle promptly as the consequences can be expensive. Settlement for all sums due (including fees, dividends, market claims, charges and all expenses where applicable) to us will be paid as per the Interest and Charges Schedule. In particular, settlement agencies clearing houses, exchanges and CREST may impose severe penalties on delays and the costs of this will be passed to you.

2.7.2 Delivery vs. Payment ("DvP") Exemption. In accordance with the FCA Rules, we reserve the right to utilise the DvP exemption for treatment of Client Money and Client Assets where we have entered into a transaction on your behalf that is settled through a venue that is a Commercial Settlement System, in accordance with the FCA Rules. The DvP exemption essentially allows us to disapply the FCA Rules relating to your money or assets for a short period of time when settling your transaction within a Commercial Settlement System, subject always to Applicable Law. **By entering into these Terms, you are agreeing, and giving us permission, to fully utilise this exemption at our discretion.**

2.7.3 Assets to be freely transferable. You and/or your Representative may only give Orders to sell investments where you own or have the right to sell any cash and/or investments held by you or transferred to us (for purchases or sales) by you or by your Representative on your behalf will be free from any right of a third party to make claims against that cash and/or those investments, and that it shall remain free of any and all rights to withhold or retain it (such as a lien), security rights over them (such as a mortgage or a charge), any other rights to have any of the cash or investments paid or transferred to them or to prevent any transfer of such cash or investments from going ahead, or any right to be paid all of any of the proceeds of a transaction, so that settlement of your transactions can take place.

2.7.4 Receipt and Risk. We shall not have any responsibility for, or have any obligations in relation to, any cash or investments or other assets delivered by or on your behalf unless and until such cash and/or investments are actually received by us in accordance with these Terms. Furthermore, you acknowledge that we shall not be responsible for any default or failure on the part of any market counterparty or any central counterparty to a transaction, or of any depository or transfer agent and that delivery and payment will be at your entire risk.

2.7.5 Extended settlement. If we agree to effect a transaction for you with a settlement period which is longer than the standard settlement period for the relevant market, we may require the payment of an additional charge which you or your Representative will be told of in advance. Extended settlement may not always be available and is only offered at our sole discretion.

2.7.6 Non Sterling Settlement. Where we are required to settle any transaction with a market in a currency other than pounds Sterling, we shall be entitled to convert into or out of the relevant currency in accordance with its

foreign exchange process ready for settlement, at a rate which reflects the size, liquidity and timing of the relevant transaction. We and/or our Affiliates may retain a margin on foreign exchange conversions. Note there may be a currency risk when purchasing investments that are denominated in a currency other than your home based currency. Where any part of the total costs and charges is to be paid in or represents an amount of foreign currency we will provide an indication of the currency involved and the applicable currency conversion rates and costs.

2.7.7 Payment by cheque. We may decide to make payments by cheque, but only where we have not been able to complete the transfer of funds into your nominated bank account.

2.7.8 Late collection of BACS payment. We will not be liable for any loss arising directly or indirectly from the late collection of any BACS payment that is not our fault, including any loss of investment opportunity or loss of tax relief.

2.7.9 No liability for third party settlement. We accept no responsibility for default or other failure to perform by you or any third party, including any settlement or clearing agent, depository, any market participant (such as a counterparty) or for any third party system, except where such default or failure is directly caused by our own wilful default or negligence under these Terms. **We reserve the right, where we have acted on your behalf, to only credit your account with the cash or financial instruments actually received by us, in which circumstances settlement of the transaction will be at your risk.**

2.7.10 Right of reversal and obligation to repay. Notwithstanding the above, if we nevertheless credit your account with cash or financial instruments (as the proceeds of a sale or result of a purchase, as the case may be) before actually receiving final payment or delivery of such cash or financial instruments from yourself and/or from the market, please be aware that the following situations may arise: (i) action taken to credit your account may be conditional upon receipt of final payment and securities from you and/or the market and may be reversed to the extent that final payment and securities is not actually received; and/or (ii) if the value of any such financial instruments subsequently falls (such that they are no longer worth the purchase price paid as of trade date), you will still be required to pay the full value of the purchase price irrespective of the then current value of the securities.

2.7.11 Proceeds from sale. If you make a sale, we will credit the Investment Account(s) on the day that the trade settles in the market. Upon receipt of your or your Representative's instruction to do so, we will pay money from your Investment Account(s) via BACS to the bank details that we hold on record for you.

2.8 Default Remedies

2.8.1 Your attention is drawn to the fact that if any amounts owed are not paid and satisfied when due, and you or your Representative on your behalf have not paid such amounts within thirty (30) days of our notice to you or them to do so, then we may, immediately upon further notice to you or your Representative:

- (a) cancel, close out, terminate or reverse all or any contracts or open positions and sell or otherwise dispose of any such investments at whatever price and in whatever manner we in our reasonable discretion think fit, without being responsible for any loss or diminution in price;
- (b) enter into any other reasonable transaction or take such other reasonable steps that would or could have the effect of reducing or eliminating any such indebtedness and/or liabilities or of reducing or eliminating liability under any transactions, positions or commitments undertaken for you; and/or
- (c) apply any proceeds of such sale or other disposal by, in or towards discharge of firstly, the cost incurred in such closure, sale or disposal and then, the indebtedness and/or liabilities concerned. These rights are without prejudice to any other rights, including of set-off, that we may have.

2.9 Corporate Actions

2.9.1 Responsibility. You, via your Representative, are solely responsible for instructing us (by email and/or via the Representative's Website, as applicable) to carry out any required actions in respect of all Corporate Actions with respect to your investments. We may (but are under no duty to) inform you via your Representative (in which case we shall do so by email, or via the Representative's Website or by such other communication method as is agreed with your Representative) of any Corporate Action. However, we will not be required to vote at any meeting of the holders of any investments held by our Nominee except to the extent set out in Appendix A (NISA Additional Terms) and/or unless otherwise required of us under Applicable Law (whether exercisable at an annual general meeting or otherwise). Where so required, we will vote only in respect of whole units in investments: any fractional holding(s) you hold shall be disregarded and we will not exercise any rights and will not be expected to

take any action in relation to such fractional holding(s). We will not be required to take any action in respect of any Corporate Action unless and until we receive timely instructions from you. If we do not receive your timely instructions, we will take our default course of action in respect of the relevant Corporate Action (for example, where the relevant Corporate Action event is mandatory with options and you have not made your choice known to us, the default option will be applied), the details of which you will be notified by email or via the Representative's Website at the relevant time. **You are and remain solely responsible (which may be performed via your Representative) for the correct notifications of any and all significant interests you have in the voting share capital of any companies in which you are a shareholder, in accordance with Applicable Law.** Please note the below is only an example of the types of Corporate Actions that may arise in respect of your investments and is not an exhaustive list.

2.9.2 Income payments. We will be responsible for requesting and receiving Income payments accruing to your investments, net of local withholding taxes or similar deductions. In the event of a Scrip Dividend being offered as an alternative to a cash dividend, we will elect to take any available cash option. In respect of the Fractional Dealing Service, Income will be received in respect of whole units, with a corresponding amount being subsequently paid to you on a pro-rata basis to reflect your fractional holding(s), if any.

2.9.3 Bonus Issues and Mandatory Events. We will adjust your Portfolio to reflect bonus issues and mandatory events as soon as reasonably practicable having received notification from the market. We will notify you of this by email or we will provide notification to your Representative and require that they notify you via the Representative's Website following the action. In respect of the Fractional Dealing Service, where you have any rights in relation to any bonus issues or mandatory events in respect of your fractional holding(s) which would result in (i) you receiving a fractional holding in a security which is not an Eligible Security or (ii) us receiving a fractional holding (i.e. not being whole at the registrar) we may sell such rights and subsequently credit your Investment Account with a pro-rata cash amount to reflect your fractional holding(s) less any fees, charges or other amounts owed to us. For the avoidance of doubt, where we receive any whole units in Eligible Securities pursuant to a Corporate Action, units will subsequently be credited to you on a pro-rata basis to reflect your holding(s), where fractional or otherwise.

2.9.4 Rights Issues. The following shall apply in respect of rights issues regarding your investments:

- (a) if we have been made aware, we will use reasonable endeavours to give you the information received as soon as practicable regarding any rights issue, calls, conversion, subscription, redemption rights, takeover or other offers (without limitation) arising from capital reorganisations attaching to your investments;
- (b) provided that you or your Representative tell us within such period as specified in its notification to you (which will depend on the time period specified for the relevant Corporate Action) that you wish to exercise any rights arising out of a Corporate Action and provided there are sufficient cleared funds in your Investment Account(s), we will use reasonable endeavours to give effect to your instructions; and
- (c) if we cannot contact you or your Representative or election is not made in the specified time, we will take no action and the rights will be allowed to lapse. You should be aware that, for administrative purposes and in order to ensure that we meet the deadlines imposed by companies, any settlement systems or stock exchanges, it is often necessary to impose an earlier deadline on Corporate Actions than those set out in company documents. You will be entirely responsible for giving us and ensuring that we receive instructions in good time and before such stated time.

In respect of the Fractional Dealing Service, where you have any rights in relation to any rights issues in respect of your fractional holding(s) which would result in (i) you receiving a fractional holding in a security which is not an Eligible Security or (ii) us receiving a fractional holding (i.e. not being whole at the registrar) we may sell such rights and subsequently credit your Investment Account with a pro-rata cash amount to reflect your fractional holding(s) less any fees, charges or other amounts owed to us. For the avoidance of doubt, where we receive any whole units in Eligible Securities pursuant to a Corporate Action, units will subsequently be credited to you on a pro-rata basis to reflect your holding(s), where fractional or otherwise.

2.9.5 Fractions. Where a Corporate Action results in a fractional entitlement to part of a share and/or to the fractional entitlement to Income, you authorise us to round down your entitlement to the nearest whole number and agree that any fractional entitlement received that cannot be divided on a pro rata basis will be retained by us, aggregated and sold with the proceeds going to charity.

2.9.6 Takeovers and Company Reorganisations. You or your Representative shall be solely responsible for instructing us (by email and/or the Representative Website as applicable) to exercise your rights or to deal with take-over or other offers or capital reorganisations. If no instruction is received and the offer is declared unconditional in all respects, we will automatically accept the offer on your behalf. For the avoidance of doubt you will only be able to exercise your rights or to deal with a take-over or other offers or capital reorganisation in relation to whole units: your fractional holding(s) shall be disregarded in calculating such entitlements.

2.9.7 Pooled Holdings. If the terms of a Corporate Action require an election to be made on behalf of our entire Nominee holding in a company, we reserve the right not to offer an option to you, where it is reasonable to do so.

2.9.8 Class Action. If notified of a class action or group litigation that is being proposed or taken concerning investments that our Nominee is holding on your behalf, we are not required to tell you about this or otherwise act on that notification.

2.10 Statements and Reports

2.10.1 Frequency of statements. We will provide you, via your Representative, with a periodic statement of your Investment Account(s) once every three (3) months. While we will use pricing data from sources which we consider reliable, you acknowledge that any valuation is indicative only and based on historic pricing and therefore, may be inaccurate (especially for less liquid or foreign investments) and may not reflect the amount which you would actually receive on a sale.

2.10.2 Content of statements. Your periodic statement will detail the key information regarding your holdings, including:

- (a) all of your purchases and sales since the last statement;
- (b) the individual investments held as at statement date;
- (c) the value of each investment as at the statement date using end of day prices where available and any cash held within your Investment Account(s); and
- (d) (at least annually) a summary of costs and charges incurred in relation to your Investment Account(s) throughout the year.

2.10.3 Notification of valuation. You will receive email notification that your periodic statement is available. Your periodic statement will be available via the Representative's Website. You should let us know, which may include via your Representative, if, in viewing your statement, you become aware of any inaccuracies or inconsistencies in the statements.

3. PAYMENT OF FEES, CHARGES AND EXPENSES

3.1 Fees, Charges and Expenses

3.1.1 Summary of Charges. You agree that we are entitled to receive payment for our proper and reasonable fees, charges and expenses as set out in our Interest and Charges Schedule which will be provided to you by your Representative from time to time. Unless otherwise agreed in writing, fees, charges and expenses applied in respect of your investments (including any custodian, administrative and support services associated with those investments), will include the following: commissions, foreign exchange transaction or Corporate Action fees and charges, brokerage fees, transfer fees, registration fees, stamp duty and other applicable taxes (including any value added tax or other transaction related taxes), and all other liabilities, charges, costs and expenses payable in connection with your Orders and transactions effected or services provided hereunder, such as: the safeguarding of your holdings, servicing transactions and the provision of reporting and statements and any fees and charges that may be applied or imposed by any third party such as a registrar, depositary, execution venue or regulatory body). The amount and description of any fees, expenses and charges incurred will be shown on your statement or valuation.

3.1.2 Information on costs and charges. We will provide you (via your Representative) in good time before the provision of Services, appropriate information in relation to:

- (a) the costs and charges payable in relation to the Services we provide to you;
- (b) the costs and charges payable in respect of relevant financial instruments; and

(c) any third party payments we receive in connection with the Services we provide to you.

Your Representative will provide you with full details on costs and charges (including the above) in the Interest and Charges Schedule, or otherwise in writing.

3.1.3 Where we have or have had an ongoing relationship with you during the year, we will also provide you (via your Representative) with appropriate information in relation to the costs and charges incurred during that period.

3.1.4 Where we offer services or products as part of a package, we will (where reasonable able to do so) inform you (via your Representative) of the costs and charges applicable to each component of that package.

3.1.5 Information on costs and charges shall be aggregated, however an itemised breakdown may be provided upon request. Where you request an itemised breakdown of the costs and charges applicable to you, we will provide this to you (via your Representative) within a reasonable timeframe.

3.1.6 Where any part of the total costs and charges is to be paid in, or represent an amount of, foreign currency, we will provide an indication of the currency involved and the applicable currency conversion rates and costs.

3.1.7 **Payment.** Charges, fees and expenses will be deducted from your Investment Account(s) as described in the Interest and Charges Schedule or as otherwise incurred in accordance with these Terms, and you agree to ensure you have sufficient cleared funds in your Investment Account(s) to cover your transactions and to pay the associated fees, charges and expenses specified in the Interest and Charges Schedule. **Please ensure that you carefully read the Interest and Charges Schedule as it may contain information as to when amounts will be deducted from your Investment Account and the payment arrangements in place between ourselves and your Representative.**

If at any time amounts remain due and payable (which shall include any amounts due and payable under clause 2.7.10), we may exercise our rights (including our power of sale over your assets) as described at clause 2.4.5 (Default and Power of Sale) or as otherwise set out in these Terms, or we may debit the amounts from any other Investment Account(s) you hold with us, but only where we have given you no less than thirty (30) calendar days' written notice via email and/or the Representative's Website of our intention to do this and the relevant amounts remain unpaid after this notice period has expired.

3.1.8 **New charges, fees and expenses.** In accordance with the Terms, we may from time to time introduce new fees, expenses and charges which will be detailed in an updated Interest and Charges Schedule and provided to you via the Representative's Website. **You should therefore always ensure that you are aware of the current Interest and Charges Schedule before you or your Representative sends us an Order.** We will inform you in writing via the Representative's Website, or by email or post, of any changes to the Interest and Charges Schedule at least thirty (30) calendar days prior to the changes becoming effective.

3.1.9 **Third party fees and charges.** We may deduct charges, expenses and fees from your Investment Account(s) that are due to be paid by you to other third parties (which may include your Representative, fund managers or Executing Brokers, without limitation) provided such is done in accordance with the amounts agreed between you and the relevant third party from time to time, as subsequently notified to us by you and/or your Representative (as applicable). We may also receive and retain remuneration from any such third party in respect of transactions entered into on your behalf, which may include dealing fees and charges.

3.1.10 **Exit charges, fees and expenses.** We typically charge you for cashing in the assets you hold with us, or for transferring or re-registering your assets away from us, unless specified elsewhere in these Terms. Any such charges, fees and expenses will be described in the Interest and Charges Schedule.

3.1.11 **Fractional Dealing Service.** The fees, charges and expenses in respect of Orders relating to fractional holdings are the same as for any other Order, save that we will pay a pro-rata amount of the fees, charges and expenses in order to reflect the fraction retained by us or our Nominee.

4. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

4.1 Representations and Warranties

4.1.1 Representations and warranties are statements, assurances or undertakings given by you to us on which we will rely when dealing with you. You represent and warrant to us, on the date these Terms come into effect and thereafter on an ongoing basis, including as of the date of each Order and on each day that any transaction is outstanding, that:

- (a) you have and will maintain full legal capacity and all necessary authority, permissions and powers and have taken all necessary action to enable you lawfully to enter into these Terms and to give us Orders and instructions (including any that will bind others, such as Orders and instructions in respect of a Joint Portfolio and/or a Corporate and Trust Portfolio) and to enter into any transactions and to grant any security interests, rights and powers referred to in these Terms;
- (b) (where a natural person) you are a resident of the UK or Channel Islands and over the age of 18 and have full capacity to enter into these Terms;
- (c) you are not a US Person or national of any country listed in the United States Department of Treasury's Office of Foreign Assets Control website at <http://www.treas.gov/ofac>;
- (d) you will provide us (which may be via your Representative) with any and all information we reasonably require in order to provide the Services to you (including, without limitation, any national personal identifier(s));
- (e) all information that you provide to us under these Terms, including any information provided by you to your Representative, is true, complete, accurate and up-to-date in all material respects;
- (f) any persons entering into these Terms and each transaction on your behalf, including any Representative, have been and are duly and properly authorised to do so, and in the event that you are an account holder in respect of any Joint Portfolio and/or Corporate or Trust Portfolio (as the case may be) you acknowledge and agree that any instruction or Order of any other account holder in respect of your Investment Account(s), shall be equally binding on you;
- (g) if you are investing in any fund instruments, that (where appropriate) you have read and understood the relevant fund documentation, including the Key Investor Information Document ("KIID") and/or any prospectus;
- (h) these Terms, each transaction and the obligations created under both are binding upon you (or where there are other account holders, any of you) and enforceable against you and do not and will not violate the terms of any regulation, order, charge or agreement by which you are bound;
- (i) you acknowledge and agree that any payment or accounting made by us to the principal account holder of any Joint Portfolio or in the case of a trust to any one or more trustees of a Corporate and Trust Portfolio, will be treated as made to all of them;
- (j) at the time you or a Representative on your behalf or another account holder in the relevant Investment Account instructs us to undertake a transaction, there are sufficient funds or assets in your Investment Account(s) to permit timely settlement and you will not subsequently execute transactions which could result in insufficient funds or assets being available;
- (k) you are willing and financially able to sustain a total loss of funds resulting from transactions and (where appropriate) that the trading of all such transactions is appropriate and suitable for you;
- (l) you are now and will be at all material times in the future in compliance with all Applicable Law, rules and regulations concerning the detection of financial crime, prevention of terrorism and anti-money laundering and you acknowledge that any transaction dealt with by us on your instructions will be covered by statutory and other requirements relating to money laundering and combating terrorist financing; and
- (m) there is not pending or, to your knowledge, threatened, any action, suit or proceeding before any court, tribunal, governmental body, agency or official or any arbitrator that purports to affect or is likely to affect, the legality, validity or enforceability against you of these Terms or ability to perform your obligations under these Terms.

4.2 Undertakings

4.2.1 An undertaking is a promise to do something. You undertake to us that:

- (a) you will take all reasonable steps to comply with all Applicable Law in relation to these Terms;
- (b) you will notify us immediately in writing if any of the representations and warranties given above are no longer true (whether in part or whole);

- (c) you must inform us as soon as possible if you stop being a UK or Channel Islands resident or if you become a US Person (as restrictions and changes may be applied to your Investment Account(s) and the services we provide to you as a consequence); and
- (d) you will notify us promptly, or request that your Representative promptly notifies us, of any inaccuracy and/or change to information previously provided by you or by a Representative on your behalf and you and/or your Representative will, upon demand, provide us with all such information as we may reasonably request to comply with these Terms and Applicable Law.

5. RISK WARNINGS

5.1 Risks

5.1.1 **No Advice.** All investments carry a certain amount of risk. We do not provide investment advice and shall not at any time be under any duty to provide any such advice, and shall not be regarded as having done so. You should consider taking independent professional advice, such as financial advice, legal and tax advice in relation to your individual circumstances and requirements. You agree that you will not seek advice from us and will instruct us or procure that we are instructed on an execution-only basis. You confirm that you are solely responsible for seeking your own advice and/or making your own independent assessment of the risks of transactions. WBS has not undertaken any assessment whatsoever of your personal circumstances and will not make any assessment of the suitability or appropriateness (including under the FCA Rules or otherwise) of any transaction(s) for you.

Below is a list of some generally recognised risks of investing. This is not intended to be an exhaustive list of all risks but a range of examples of risks for you to consider.

5.1.2 **Funds instruments.** Details of essential information, including key facts and specific risks, about funds, may be found in the KIID or analogous document for each fund that is prepared to help an investor assess whether a particular investment meets their needs. The KIID and any other fund documentation that we are instructed to provide to you or to your Representative on your behalf, including any prospectus, must be read before a decision is made to invest in a fund. In no event shall we be responsible or have any liability for the contents, accuracy or validity of any KIIDs, any prospectus or any other documentation or information relating to fund instruments in which you may want to invest. The availability of a fund instrument through the Service is not and shall not be regarded as a recommendation to invest in fund instruments or any particular fund instrument.

5.1.3 **Investment value.** The value of your investment is not guaranteed and prices may go up as well as down. You may get back less than the amount that you originally invested.

5.1.4 **Exchange rate risk.** If you hold investments which are denominated in foreign currencies, movements in exchange rates and interest rates may cause the value of your investments to fluctuate which may not be in your favour.

5.1.5 **Market risk.** External factors may cause the value of your investments to fall in value. Investments in foreign securities may give rise to different payment, settlement, legal and regulatory requirements from those in the UK and different practices for the separate identification of investments. Where Investment Account(s) holding your money or investments are not subject to English law, your rights may be different from those that would apply under English law. For example, you may be subject to the risk that a counterparty fails to deliver securities after receiving payment. Foreign countries may impose restrictions on the ownership, purchase or sale of securities by non-residents.

5.1.6 **Liquidity risk.** Some investments may be illiquid and/or traded infrequently, meaning that we may be unable to sell them. This may mean that fair value for those investments is not achievable or difficult to determine. Market conditions may also make it difficult to sell a position. This may happen in circumstances when the fluctuation in price movement is such that in accordance with the rules of the exchange trading will be suspended.

5.1.7 **Tax risk.** All UK residents are subject to the UK taxation regime. All offshore funds are subject to their local tax regimes and returns to UK residents are subject to the UK taxation regime. As a result of using our Service, your tax position may change. Levels of tax, tax rules and tax relief are subject to change. You have sole responsibility for the management of your legal and tax affairs and if you are unclear as to what your position is, you should seek professional advice.

5.1.8 **Inflation risk.** If the value of your investment changes by less than the rate of inflation it will have less buying power in the future.

6. COMPENSATION SCHEME AND COMPLAINTS

6.1 Financial Services Compensation Scheme

6.1.1 We participate in the Financial Services Compensation Scheme (“FSCS”). The FSCS provides compensation in certain circumstances for customers of authorised financial services firms if a firm is in default. The scheme may provide compensation should we be unable to meet our obligations but is not available to every investor. Compensation is typically paid out because a firm has ceased trading and/or is insolvent. For investments in UK funds, the FSCS can cover 100% of eligible investments up to a maximum of £50,000 per person per authorised firm (so, for a joint account held by two eligible investors, the maximum amount that could be claimed would be £100,000). The limit relates to the total combined amount in all of the eligible investor’s accounts with an authorised firm, including their share of any joint account, and not to each separate account. Investments in non-UK funds are not covered by the compensation scheme but may be covered by other European compensation schemes. For cash, the FSCS can pay, as at 30 January 2017, up to a maximum of £85,000 per person per authorised firm.

6.1.2 The actual level of compensation paid depends upon the basis of each claim, but a customer’s entitlement to compensation from the scheme will depend on the type of investment made and the circumstances of the claim. Compensation limits are per person, per authorised firm and per claim category and are on the FSCS website along with additional information about compensation arrangements, at www.fscs.org.uk, or you can refer in person to the FSCS by calling 0800 678 1100.

6.2 Complaints

6.2.1 We take complaints very seriously and have established procedures in accordance with the FCA’s requirements for complaint consideration and handling to ensure that complaints are dealt with fairly and promptly.

6.2.2 The written Complaints Policy, which is prepared in compliance with the FCA Rules governing complaints, is available to you via the Representative’s Website.

6.2.3 If you would like to make a complaint, you should contact us to raise your complaint. You may do this in a number of ways as detailed within the Complaints Policy, including by writing to us as follows:

(a) If by post:

For the attention of The Manager, Client Services:

Winterflood Business Services
The Atrium Building
Cannon Bridge House
25 Dowgate Hill
London EC4R 2GA

(b) If by email to: wbsclientcomplaints@winterflood.com.

6.2.4 As an eligible complainant, if we do not provide you with a final response within eight (8) weeks from the date we receive your complaint, or if you do not agree or are dissatisfied with the outcome of the response, you have the right to refer your complaint to the Financial Ombudsman Service, which is an independent dispute resolution service.

6.2.5 The Financial Ombudsman Service can be contacted at: The Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR or on 0800 023 4567.

7. TERMINATION

7.1 We shall be entitled to terminate these Terms at any time by providing you or your Representative on your behalf with not less than thirty (30) calendar days' prior written notice, unless a shorter period of notice is required in order to comply with Applicable Law. Any fees, charges and expenses which you owe to us under these Terms will become due and payable at the expiry of this notice period, however you will not incur any charges or fees from us for closing your Investment Account(s) or transferring any Client Money or Client Assets to another entity (although, please note, we may pass on any third party charges).

7.2 If you wish to terminate these Terms you may do so at any time subject to you or your Representative giving us notice in writing to be sent by post, and the notification will be effective immediately upon receipt by us, unless we specifically agree a later date with you or with your Representative on your behalf. These termination rights are separate to your cancellation rights under clause 2.2.8 and shall operate after the 14 calendar day cancellation period has concluded.

7.3 Subject to any other provisions of these Terms, the process for closing your Investment Account(s) and moving your assets away from us shall be as follows:

- (a) we will close the Investment Account(s); and
- (b) we will return any cash held in the Investment Account(s) to your nominated bank account (as described in clause 2.2.9); and/or
- (c) we will transfer your investments to another regulated financial services firm as nominated and instructed in accordance with these Terms; or
- (d) we will sell your investments and return the cash proceeds from such sale, if instructed to do so.

7.4 Termination (or cancellation) of these Terms or closing any or all of your Investment Account(s) will not affect any transactions or Orders you or a Representative on your behalf have already asked us to carry out. Please note that if you have invested in a fund instrument, the sale and redemption of units or shares in the fund instrument will be subject to the rules set out in the relevant fund documentation (which will include any current fund prospectus), which may restrict your ability to sell these instruments.

7.5 Termination of these Terms by us or you shall not affect any rights or obligations which have already arisen, for example to settle transactions effected prior to the date of termination and/or to satisfy any liabilities or obligations owed to us, which shall include the making of any payments due under the Terms, in respect of which we shall be entitled to retain any of your monies or assets and apply them in or towards satisfaction of such liabilities and obligations. We shall also continue to have the right to disclose information where required to a UK or overseas regulator.

7.6 **Survival.** The following provisions of these Terms shall survive termination (including through cancellation) of the Terms for whatever reason: 2.1 (Services), 2.2.3 (Portfolios), 2.2.8 (Cancellation), 2.3 (Your Money), 2.4 (Custody of your Investments), 2.5 (Dealing), 2.6 (Contract Notes), 2.7 (Settlement), 2.8 (Default Remedies), 2.9 (Corporate Actions), 3 (Fees), 4 (Representations and Warranties), 5 (Risk Warnings), 6 (Compensation Scheme and Complaints), 7 (Termination), 8 (Legal and Regulatory), Appendix A (NISA), Appendix B (SIPP), Appendix C (Glossary), Appendix D (SIPP Trustees) and Appendix E (Corporate Clients).

8. LEGAL AND REGULATORY

8.1 Legal information

8.1.1 **Agreement.** These Terms constitute the entire agreement between us and you and supersede all previous discussions, correspondence, negotiations, previous arrangements, understandings or agreements with us in respect of the subject matter of these Terms.

8.1.2 **Severability.** Each provision of the Terms is severable. This means that if for any reason any provision of these Terms becomes unenforceable, due to a change in Applicable Law for example, this will not affect the validity of all the remaining provisions which will continue to be valid to the fullest extent permitted by Applicable Law. In such circumstances, the provision in question and only that provision will be deemed not to be included in the Terms.

8.1.3 **No Third Party Rights.** These Terms are only enforceable between you and us and no other person (which shall include your Representative) shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of these Terms, except that our Nominee may enforce and rely on these Terms. You agree that you may not assign, dispose of or grant security over any of your rights and obligations under these Terms without our prior written consent and that any attempt to do so shall be void. We will not unreasonably withhold or delay such consent, but consent may depend on successful credit and anti-money laundering checks.

8.1.4 **Assignment.** We may at any time (acting reasonably) assign or transfer any of our rights and/or obligations under these Terms or delegate all or any of the functions under these Terms to a third party, provided that we have given you or your Representative on your behalf at least thirty (30) calendar days written notice to that effect. Where we do this, you authorise us to transfer any of your money/assets held by us or on our behalf to

the third party, or someone nominated by that person. We will only transfer your money and/or assets to another person who we believe will hold them under the FCA Rules or in respect of whom we have exercised all required due skill, care and diligence in assessing whether that person will apply adequate measures to protect it. Where we intend to do this, we will give you or your Representative at least ten Business Days prior written notice and, following any transfer, no later than seven (7) Business Days later, we will write to you or to your Representative to advise you that it has taken place.

If you object to such assignment, you may terminate these Terms in accordance with clause 7.2. You will not incur any charges or fees from us for closing any Investment Account or transferring any Client Money or Client Assets to another entity if you or your Representative on your behalf terminates under this clause.

8.1.5 Changes to the Terms. We may from time to time change or supplement these Terms for the following reasons:

- (a) to comply with or reflect a change of Applicable Law or a decision by an ombudsman or Competent Authority;
- (b) to make them more favourable to you or to correct a mistake or oversight (provided that any correction would not be detrimental to your rights);
- (c) to provide for the introduction of new systems, services, procedures, processes, changes in technology and products (provided that any change would not be detrimental to your rights); or
- (d) to add or remove a product or service.

We will notify you or your Representative of any proposed changes to the Terms by giving your Representative a message to post via the Representative's Website or by email or post at least thirty calendar (30) days prior to the changes becoming effective. If, as a result of changes we propose to make to the Terms, you wish to close your Investment Account(s), you may do so in accordance with clause 7 (Termination) and/or as otherwise specified in the Terms. You will not incur any charges or fees from us for closing any Investment Accounts or transferring any Client Money or Client Assets to another entity if you or your Representative on your behalf terminates under this clause.

8.1.6 Waiver. Any failure by us to exercise or delay in exercising a right or remedy provided by these Terms or under Applicable Law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.

8.1.7 Third party websites. We are not responsible and shall not be liable for the contents of any third party website, including without limitation the Representative's Website (with the sole exception of any information that we have provided to the Representative for provision to you via the Representative's Website, for which we are and will remain responsible in accordance with the liability provisions below) referred to and/or incorporated by reference in these Terms. Any such references are provided for information purposes only and have not been verified by us.

8.1.8 Applicable Law and Jurisdiction. These Terms and any related non-contractual matters are governed by and shall be construed in accordance with the laws of England and Wales. Any dispute or claim arising out of or in connection with these Terms or their formation (including non-contractual disputes or claims) will, except as expressly set out below, be subject to the exclusive jurisdiction of the courts of England and Wales.

8.2 Liability

8.2.1 General. Subject to clause 8.2.4 below, WBS (and where relevant its Nominee, directors, employees or agents) shall not be liable for any loss or damage which you (which shall include any Representative on your behalf or any joint account holder or other persons in respect of any Corporate or Trust Portfolio, as the case may be, or any other persons) suffer under or in connection with these Terms, except and only to the extent that any such loss or damage has arisen directly as a result of our (or where relevant our Nominee's, directors', employees' or agents') fraud, negligence, breach of contract, wilful default or breach of the FCA Rules.

8.2.2 Exclusions. Subject to clause 8.2.4 below, neither we nor our Nominee will be liable for any loss or damage of any kind that is attributable to:

- (a) your own acts or omissions (including any error, negligence or misconduct) or the acts or omissions of any Representative or of any other account holder in respect of your Joint Portfolio or Corporate or Trust Portfolio (if applicable);

- (b) the performance of any third party involved in the provision of Services, which may include without limitation, any SIPP Administrator or Trustee in respect of any SIPP Investment Account(s), and/or any fund manager, distributor or third party administrator connected with your investment in any fund(s), or any Executing Broker or (subject to clauses 2.3 and 2.4), any central counterparty, clearing agent, settlement agent, securities depository, third party bank or any Sub-Custodian;
- (c) events which we could not have foreseen even if we had taken all reasonable care;
- (d) our and/or our Nominee's failure to take any action which, in our opinion, might breach an applicable FCA Rule or any other Applicable Law, or any action taken in order to comply with Applicable Law or the requirements of any Trading Venue or other market;
- (e) any fall in the value of investments (including, without limitation, those which may occur due to delays during the process of verifying your identity in compliance with money laundering regulations);
- (f) any reasonable refusal or failure to accept and/or execute any Order; or
- (g) our reasonable reliance on any information, instructions, notices or communications that we believe to be from you and/or a person authorised by you to give the same, including any Representative or joint account holder or any person authorised to give instructions and Orders in respect of any Corporate or Trust Portfolio (as the case may be).

8.2.3 **Force Majeure.** You agree that we will not be liable for losses of any kind that you may suffer if we are unable to perform our obligations by reason of any cause beyond our reasonable control, including but not limited to: any failure, interruption or delay in the performance of our obligations resulting from a breakdown, failure or malfunction of any telecommunications or computer service or system, or any riot, civil unrest, commotion or rebellion; war or civil war (whether or not declared) or armed conflict, invasion and acts of foreign enemies, blockades, embargoes (including as to trade); any act (or credible threat) of terrorism, acts of Competent Authorities; explosion or fire, earthquake, extraordinary storm, flood, abnormal weather conditions or other natural catastrophe; any nuclear, chemical or biological contamination; or any strikes, lock-outs or other industrial disputes. If such an event happens, we will take reasonable action, in accordance with the FCA Rules on business continuity, in an attempt to mitigate its effect on our ability to perform our obligations to you.

8.2.4 Nothing in these Terms will exclude or limit any duty or liability to you which we or our Nominee (or our respective directors, employees or agents) may not exclude or limit under the FCA Rules or any Applicable Law, or for liability for fraud, or for death or personal injury resulting from negligence, and nor will anything in these Terms require you to compensate us and/or our Nominee (as the case may be) to any extent prohibited by Applicable Law.

8.3 Intellectual Property Rights

8.3.1 We warrant and represent that we own (or have the right from a third party to use and allow you to use, where relevant) the Intellectual Property Rights in any systems, software or Market Data that are made available by us for use in the provision of the Service under these Terms. This shall include the provision of Services to the extent accessed via the Representative's Website. Nothing in these Terms shall be understood to invoke the transfer of any Intellectual Property Rights from us (and/or a third party) to you or to any third party on your behalf (including a Representative). You may not redistribute or otherwise make available in any way the Service (including any systems, software or Market Data received hereunder) to any third party.

8.3.2 Neither you nor your Representative or any other person shall acquire and we shall (and/or our third party licensors shall) retain all Intellectual Property Rights in and to the Services, including any system or software, including that made available via the Representative's Website, accessed by you or any Representative on your behalf under or in connection with these Terms.

8.3.3 You are not entitled to use our name or any of our Affiliates' (including our Nominee's) names, logos or trademarks in any way whatsoever without first obtaining our prior written and explicit consent.

8.4 Disclaimer relating to Market Data

8.4.1 **No Warranty.** You acknowledge and agree that Market Data is purely indicative and provided to you or your Representative without any assurance as to its accuracy, completeness, relevance or timeliness, as market prices can change rapidly and actual execution prices for less liquid instruments may vary.

8.4.2 No Liability. Neither we nor any provider of Market Data shall be liable: (a) for Market Data in any way, including if the Market Data is inaccurate, incomplete or delayed in any respect; or (b) for any actions that you or your Representative on your behalf take or do not take based on the Market Data.

8.4.3 No Distribution. You or your Representative will use Market Data solely for the purpose of using the Service and will not redistribute or, save as required under Applicable Law, disclose it to any third party whatsoever. All Intellectual Property Rights in and to Market Data are and shall remain our exclusive property and/or of our third party licensor(s), as the case may be.

8.5 Communications and Notices

8.5.1 Once we have sent you or your Representative a communication, which shall be done via email or by posting a message via the Representative's Website, or by post, we will and are entitled to consider that message has been received by you or your Representative (as the case may be) as follows:

- (a) if sent by first class post, on the second Business Day after it was posted or if by standard post then on the fifth Business Day after it was posted;
- (b) if by email, at the time of dispatch evidenced by the email timestamp on the message; or
- (c) if via the Representative's Website, at the time of dispatch of an email (as evidenced by the email timestamp), which will be sent to notify you of the Website posting.

8.5.2 Where you or your Representative send us a communication, which shall be done by post to our address set out in the Key Points section at the beginning of these Terms or (in the case of complaints), by email to wbsenquiries@winterflood.com, or (in the case of Orders or other instructions) via the Representative's Website, unless otherwise explicitly stated in these Terms, you and your Representative are entitled to consider that message has been received by us as follows:

- (a) if sent by first class post, on the second Business Day after it was posted or if by standard post then on the fifth Business Day after it was posted; or
- (b) if by email, at the time of dispatch as evidenced by the email timestamp on the message; or
- (c) if in respect of Orders or other instructions given via the Representative's Website or such other form of electronic communication as may be agreed with your Representative, upon our confirmation of receipt thereof (but note that this is without prejudice to clauses 2.5 and 2.6 which describe when we are deemed to be bound (if at all) by such Orders and/or instructions which may differ to the above).

We will not be liable for any delay or non-delivery of a communication sent out in accordance with these Terms.

8.5.3 All communications between us will be in English.

8.5.4 You acknowledge that you are solely responsible for ensuring, or for having your Representative ensure on your behalf, that the email address and other contact details we hold for you are correct and current and for promptly notifying us in writing (via your Representative) if your details change. Where it is necessary to communicate with you or your Representative by post, we will send all postal communications to the address that we hold for you in respect of the relevant Investment Account(s).

8.5.5 If we become aware that either your email and/or postal address proves to be incorrect or obsolete, we will take reasonable steps to contact you or your Representative to obtain correct and current details. We shall have no liability whatsoever in relation to loss of any kind that results from us not being able to communicate with you or your Representative because of incorrect and/or out of date contact details.

8.5.6 You may provide us with an alternative postal address in the UK (unless we explicitly agree in writing to a foreign address) in addition to your permanent residential address in the UK.

8.5.7 You agree that we may also contact you or your Representative by telephone to discuss matters relating to your Investment Account(s).

8.5.8 If you have an Investment Account in a Joint Portfolio and/or Corporate and Trust Portfolio, you acknowledge that communications will be sent out as specified when the Investment Accounts were set up. In circumstances where it is necessary to communicate with you via post, we will only send mail to the primary Portfolio holder or your Representative pursuant to which we will deem all communications as having been received by all account holders.

8.6 Recording of Communications

8.6.1 In order to comply with Applicable Law and internal legal or compliance requirements we may (subject to Applicable Law) in our absolute discretion record, monitor and retain all communications (which may include the recording and monitoring by a third party appointed by us), including facsimile, email and other electronic messaging, telephone conversations and other electronic communications with you and we will normally record telephone conversations and keep copies of relevant electronic communications (and may record mobile phone or other mobile handheld electronic communications device based conversations) between you and our employees who act in a trading, sales or client services capacity.

8.6.2 We will retain such records for such period(s) as may be required by Applicable Law and/or our internal legal and compliance requirements. Such records will be and remain the sole property of WBS, however may be made available to you upon request during the relevant period(s) prescribed by Applicable Law. Where you request such records, we may charge you an administration fee and such fee will be disclosed to you in advance of any related costs being incurred.

8.6.3 All telephone calls may be recorded and such recording remains our sole property. You accept that we may rely on these recordings in the event of a dispute.

8.7 Conflicts of Interest

8.7.1 In accordance with FCA Rules and our own conflicts of interest policies, we have in place arrangements to identify and prevent or manage conflicts of interest that arise between ourselves or our employees and our clients, and between our different business areas and between our different clients. However, these arrangements may not be sufficient in every case to ensure with a reasonable degree of confidence, that the risk of damage to your interests will be prevented. Where this is the case, we will inform you or your Representative of the general nature and/or source of the conflict of interest and the steps taken to mitigate those risks so that you can decide how to proceed before we undertake any business for you.

8.7.2 In relation to any transaction we execute or arrange with or for you, we may have an interest, relationship, arrangement, or duty which is material or which gives or may give rise to a conflict of interest with your interest(s) in relation to the investment or transaction concerned or investments or assets underlying, derived from or otherwise directly or indirectly related to such investments (a “**material interest**”). We will take all necessary steps to ensure fair treatment for you in relation to any such transactions and will identify and prevent or manage any conflict of interest in accordance with our conflicts of interest policies.

8.7.3 Your attention is drawn to the fact and you acknowledge that we are involved in a full range of services. As such we may have a material interest or a conflict of interest in the services or transactions we carry out with or for you. We have in place internal policies and procedures pursuant to our conflicts of interest policies to ensure that our various business areas and companies operate independently of each other and restrict access by the particular employee(s) responsible for handling your affairs to certain areas of information.

8.7.4 You agree that we are entitled to provide services to, or effect transactions with or for you, notwithstanding that we may have a material interest in, or a potential conflict of interest in relation to, the transaction or investment concerned and you consent to our acting in any manner that we would consider appropriate in such cases. A material interest may include but is not limited to circumstances where we may:

- (a) be dealing as principal for our own account by selling the investment concerned to you or buying it from you, or being a market-maker or otherwise having a holding or dealing position in the investment concerned or an associated investment;
- (b) be providing services to another person in relation to an investment in relation to which you are entering into transactions;
- (c) be matching your transaction with that of another person by acting on that person's behalf as well as yours where we are acting or seeking to act as agent for (and to receive and retain commission or other charges from) both parties;
- (d) have other business relationships with the company, or a related entity, in relation to whose securities you are entering into transactions;
- (e) trade (or may have traded) for our own account (or for or on behalf of other customers), have either a long or short position in the investment concerned, or other related investments or otherwise pursue our

legitimate business as a market-maker or dealer (including entering into an agreement for the underwriting of an issue of financial instruments) in connection with the investment concerned or related or other investments;

- (f) enter into transactions as agent or principal, including for pre-hedging purposes, with a view to executing or facilitating the execution of the proposed transaction(s), based upon information you provide to us and any information held by us regarding your previous trading, when you provide us with the bid information, including when you ask us to provide a quotation for a portfolio trade involving the commitment of our capital or otherwise. Such transactions may impact upon the prices you subsequently obtain when we trade with you or when you trade with other firms;
- (g) be corporate adviser to the trustee, operator or manager of an investment fund in respect of any units which we are buying from or selling to you or buying or selling on your behalf; or
- (h) provide investment research.

8.7.5 Where we do have such a material interest in, or a potential conflict of interest in relation to, the transaction or investment concerned, the organizational and administrative arrangements we have established to prevent or manage conflicts of interest are not sufficient to ensure, with reasonable confidence, that the risk of damage to your interests will be prevented, we will disclose the conflict to you.

8.7.6 We may receive payment from, or share commissions and charges with our Affiliates or other third parties in connection with transactions carried out on your behalf. We or any Affiliate may benefit from commission, mark-ups, mark-downs or any other remuneration where we act for the counterparty to a transaction. Further details of this are available on request.

8.7.7 For further details on how we deal with conflicts, please see our Conflicts of Interest Policy which can be viewed via the Representative's Website.

8.8 Market Abuse

8.8.1 You agree that you will not, whether deliberately, recklessly, negligently or otherwise, by act or omission, engage in market abuse (within the meaning of Part VIII of the Financial Services and Markets Act 2000) or insider trading (within the meaning of Part V of the Criminal Justice Act 1993), or require or encourage another person to do so, including your Representative. Market abuse is a civil and/or criminal offence, for which the sanctions may include a financial penalty and/or imprisonment. Insider trading is a criminal offence for which you can be prosecuted, fined and imprisoned.

8.8.2 Trading strategies which are aimed at exploiting errors in prices and/or concluding trades at off market prices (commonly known as arbitrage) are not accepted or permitted. If we consider that you and/or your Representative either exploited or attempted to exploit such an error, we reserve all rights and may take any action we consider necessary to prevent future occurrences. This may include the close out, cancellation, termination or reversal of any relevant contract or open positions and/or termination of any Investment Account or of our Services under these Terms, as we consider necessary in order to comply with Applicable Law.

8.9 Data Protection and Privacy Policy

8.9.1 General. We will obtain, process and store your personal information in accordance with the UK Data Protection Act 1998, as such act may be amended, supplemented or replaced from time to time (the "DPA"). Our Privacy Policy, which may be accessed via the Representative's Website in addition to any amendments thereto, forms part of our agreement under these Terms. This section highlights some of the key ways in which we will hold, use, process and store your personal data.

8.9.2 Disclosure to Third Parties and Transfers Outside of the European Economic Area. For the purposes of complying with Applicable Law, you consent that we can pass your personal data to other members of our corporate group, third party service providers in connection with the Services herein (which may include fund managers and distributors, third party fund administrators and transfer agents, other custodians (including any sub-custodian), our agents or sub-contractors, consultants required for the provision of the Services, Executing Brokers and third party payment providers), regulatory and other government authorities in any jurisdiction, and/or any other persons to whom we are required by Applicable Law to disclose, or where there is a public duty to disclose, or where our interests require disclosure, or which is required to be disclosed for the purpose of performance of our obligations under these Terms; and any other persons at your request or with your consent.

This may involve transfer of your personal information to countries outside the European Economic Area, including countries whose data privacy laws may not be as protective of privacy as those in the United Kingdom.

8.9.3 You agree that, at any time and in order to comply with Applicable Law, we may send your information to credit reference and or fraud prevention or similar agencies that help us and others make credit decisions and which carry out identity, fraud prevention or credit control checks to help reduce the incidence of fraud. We will be supplied with credit information (although we do not offer lines of credit) as well as information from the electoral register. The agency will record the details of the search, irrespective of whether we accept your application. We may use automated credit scoring methods to assess your application and verify your identity. You further agree that we may provide information, data and documents received from or relating to you and transactions executed with or for you to (i) Competent Authorities where requested or required to do so in accordance with Applicable Law; (ii) appointed insolvency practitioners and those responsible for failed institutions; and (iii) manufacturers and other relevant third parties to the extent reasonably required in accordance with the FCA Rules and other Applicable Law.

8.9.4 Data Access Requests. You may under the DPA request that we provide you with a copy of the personal data that we hold about and for you. You may obtain this personal data at a reasonable charge to the extent permitted under the DPA which may be charged at our discretion.

8.9.5 Duty to Notify. You and your Representative on your behalf are wholly responsible for the accuracy of any information that you or they provide to us and we accept no liability whatsoever should incorrect data received from you or from your Representative result in financial loss or damage (including any costs, expenses or liabilities) of any kind. You will notify us immediately and in writing if you discover that any information we hold for you is obsolete, incorrect, misleading, inconsistent and/or irrelevant in any way.

APPENDIX A

NISA INVESTMENT ACCOUNT

ADDITIONAL TERMS

This section applies to customers who are opening a NISA Investment Account with us. These NISA Terms should be read alongside the general Terms and to the extent of any inconsistency these NISA Terms shall prevail.

Winterflood Securities Limited is approved by HMRC as a NISA manager.

Please note that we only operate stocks & shares NISAs under these Terms and not cash NISAs.

1. Application

1.1 You acknowledge that in order to open a NISA, you are and must:

- (a) be resident in the UK (but not the Channel Islands or Isle of Man); and
- (b) be aged 18 or over; and
- (c) be in compliance with the declaration at clause 1.2 below.

1.2 For the purpose of ensuring compliance with the applicable NISA Rules, you hereby declare that you have not subscribed, and will not subscribe, more than the overall subscription limit in total to a cash NISA, a stocks and shares NISA, and an innovative finance NISA, in the same tax year.

1.3 You may also be entitled to open a NISA if you are a Crown employee working outside the UK and you are being paid out of the UK public revenue or are married to or in a civil partnership with such a person.

1.4 Should your circumstances change and you no longer meet the required NISA eligibility criteria, you must inform us immediately and in writing as new subscriptions will not be permitted. We may also need to put restrictions on the transactions you can place.

1.5 To open a NISA Investment Account, you must complete the online application and complete the NISA declaration which is available via your Representative's Website and supply all the information requested in order for us to comply with the NISA Rules and any other Applicable Law. We reserve the right to refuse to open a NISA Investment Account if and until all the requested information is provided or for any other reason we reasonably see fit.

1.6 Subject to clause 3 below (Transfers), your stocks and shares NISA will begin when we receive and have approved both a properly completed application and your valid subscription.

2. Subscription

2.1 You confirm that you will only subscribe with your own money and not with money belonging to another person. We will only accept payments from a recognised institution and an account held in the name of the applicant. We do not accept third party payments.

2.2 You agree to comply with any and all investment limits as dictated by HMRC from time to time.

2.3 You may also open a NISA Investment Account and transfer any existing NISA to us from a different NISA provider.

3. Transfers

3.1 You are entitled to switch provider for stocks and shares NISAs. Should you wish to transfer any existing NISA from another NISA provider to us, or vice versa, you will need to complete a transfer form. If you wish to transfer your NISA from another provider to us, and if in our reasonable discretion we decide to accept the transfer, we will instruct your existing NISA provider to transfer your holdings.

3.2 Your transfer will not be complete until we have received all your holdings from your previous NISA provider, including any dividends. Whilst we would hope this process would not take more than thirty (30) Business Days, please be aware that it could take several months as we are partially dependent on your existing NISA provider.

3.3 You are not permitted to give us an Order to trade on holdings until your assets and/or cash have been received and registered with us or our Nominee (as the case may be), which means that you may be out of the market for a certain period. You will not be permitted to subscribe to a current year NISA until we have received your current year NISA.

4. NISA Holdings

4.1 NISA Rules stipulate that you are only permitted to invest in certain instruments defined as Qualifying Investments.

4.2 You are not permitted to hold non-Qualifying Investments within your NISA. Should it become apparent that you are holding non-Qualifying Investments, we will ask you to sell them and retain the cash proceeds within your NISA, or to transfer those holdings outside of the NISA Investment Account. All NISA benefits will be lost on those assets/amounts removed from your NISA Investment Account and your current subscription will remain unchanged after your removal of these assets.

4.3 Upon discovery of a non-Qualifying Investment, we will ask you to take one of the actions in the paragraph above. If, after a defined period (which will be no more than thirty (30) calendar days), you have taken no action, we reserve the right in our sole discretion to sell your non-Qualifying Investments and credit any cash proceeds to your Investment Account. You or your Representative agree to pay all associated fees and charges in that regard.

4.4 We will notify you or your Representative if, by reason of any failure to satisfy the provisions of the NISA Rules, your NISA has, or will, become void.

4.5 Any investments within your NISA Investment Account will be, and must remain, completely beneficially owned by you and you must not grant any rights or interests over the investments to any other person (for example, you must not allow your investments to be used as security for a loan).

4.6 Title to de-materialised investments (being those investments that can be transferred and held without evidence of ownership in the form of certificates) within your NISA Investment Account will be held in the name of our Nominee. However, in the event that share certificates are issued, these will be held by us or as we direct.

4.7 On request, we will arrange for you to receive a copy of the annual report and accounts issued by the issuing companies in respect of which shares, securities or units are held within your NISA Investment Account. A charge may be made for the provision of these documents, of which you or your Representative will be notified in advance.

4.8 On request and in accordance with Applicable Law, we will arrange for you to attend shareholders', securities holders or unit holders' meetings in respect of your investments. We can also arrange for you to vote and receive any information issued to shareholders, securities holders or unit holders, but only upon the prior and timely receipt of an instruction by you, or by a Representative on your behalf, to do so.

5. Income and Deductions

5.1 All and any Income received relating to your NISA Investment Account will be paid into your NISA Investment Account.

5.2 Dividends will be credited to your NISA Investment Account after the deduction of the HMRC flat rate charge of 10% as required by the NISA Rules. This deduction is not refundable to you. The flat rate charge of 10% is subject to variation by HMRC from time to time and the appropriate rate will be levied at the relevant time. **Please note that the actual tax treatment of your NISA depends on your individual circumstances and may be subject to change in the future.**

6. Transfer out and Withdrawal

6.1 You are entitled to close and/or transfer out your NISA Investment Account holdings whenever you want, in part or in full. To do this, you will need to make a transfer application to your new NISA manager. You cannot transfer your NISA Investment Account by closing it and paying the proceeds into a new NISA account with the new NISA manager. We will only transfer your NISA Investment Account holdings to another NISA manager as nominated by you and pursuant to receipt of a valid instruction (which may be from your Representative on your behalf) and any necessary documentation.

6.2 Upon receipt of a valid instruction, we will transfer your holdings as soon as is reasonably practicable but in any event within thirty (30) days of receipt of all relevant documentation and consents from you or your Representative and your new NISA manager. The terms of a transfer should be agreed between you (or your Representative on your behalf), us and your new NISA manager.

6.3 We will allow you to sell part or all of the investments held within your NISA Investment Account. Where requested, proceeds from the sale of these investments will be paid to you within thirty (30) days of sale.

6.4 You are reminded that once cash and/or sale proceeds are removed from your NISA Investment Account, all NISA benefits are lost on those amounts and you are unable to pay funds into your NISA Investment Account other than into your current year NISA Investment Account to the extent that your subscription limit has not been fully utilised.

6.5 You or your Representative may instruct us to pay cash holdings within your NISA Investment Account into your bank account, details of which shall be in accordance with the information we hold on record for you. Typically, we will aim to pay your money out within seven (7) Business Days of receiving your instructions.

7. Death

7.1 In the event of your death, your NISA Investment Account will automatically terminate and any associated NISA tax benefits will cease.

7.2 In the event of your death, your NISA Investment Account will be frozen and valued for probate as at the date of death, and dealt with as instructed by the persons representing your estate. During the period when your NISA Investment Account is frozen, we will not be responsible for any losses caused by any inability to trade during such time.

7.3 Upon receipt of all the required documentation, we will act on the instructions of your legally appointed representatives/executors.

8. General

8.1 We will notify you or your Representative upon becoming aware if your NISA Investment Account becomes invalid due to a failure to satisfy the provisions of the NISA Rules.

8.2 We may delegate any function or responsibility under these terms in accordance with clause 8.1.4 (Assignment) of the general Terms, and provided we have satisfied ourselves they are competent to carry out those functions and responsibilities.

8.3 The management of your NISA is subject to the NISA Rules and the rules and guidance of HMRC. In the event of a dispute regarding these Terms, the NISA Rules and HMRC rules and guidance, the NISA Rules and HMRC rules and guidance shall prevail.

APPENDIX B

SIPP INVESTMENT ACCOUNT

ADDITIONAL TERMS

1. General

- 1.1 These terms (“**SIPP Terms**”) are in addition to the general Terms and sets out the relationship between us when you open a SIPP Investment Account. Please read these SIPP Terms carefully alongside the general Terms. To the extent of any inconsistency between these SIPP Terms and the general Terms, the SIPP Terms shall prevail.
- 1.2 **Please note that WBS is not a provider or administrator of any SIPP.** The SIPP will be governed by the Trust Deed and Rules and the SIPP Administrator will administer the SIPP in accordance with the Rules. The Trustee (which may also be the SIPP Administrator or someone else) of the SIPP is the legal owner of all cash and assets within the SIPP, holding them on behalf of the Members. Prior to opening your SIPP Investment Account with us, you must already be a Member of the relevant SIPP and shall have independently agreed with the SIPP Administrator to be bound by the Rules of the SIPP which either have or may be made available to you by your SIPP Administrator.
- 1.3 We have been appointed by the SIPP Administrator and/or Trustee (as the case may be) to provide viewing, trading and custody services in respect of the SIPP Investment Account and we have no obligations, responsibility or liability whatsoever for or in respect of the maintenance, management and administration of the SIPP. **Furthermore, we do not provide any advice as to the suitability of the SIPP or any investments you may decide to hold in your SIPP Investment Account, which includes making sure that HMRC contribution limits are not exceeded.**

2. Our SIPP Service

- 2.1 You understand that we offer an execution-only dealing service and you or your SIPP Administrator and/or Trustee (as the case may be) shall be responsible for all Orders to buy and/or sell in respect of your SIPP Investment Account.
- 2.2 The SIPP Administrator and/or Trustee (as the case may be) and you will be treated as our customer under these Terms. You will be able to carry out trading on the SIPP Investment Account. However, although we will be able to receive your or your Representative’s instructions regarding payments in and out of the SIPP Investment Account, your SIPP Administrator and/or Trustee (as the case may be) will have ultimate authority over the actual receipt or delivery of such payments (including in respect of cancellation and/or termination).

3. Eligibility for SIPP

- 3.1 In addition to the eligibility criteria at clause 1 of the general Terms, in order to open up a SIPP Investment Account you must have already signed up with and be a Member of a relevant SIPP with an approved SIPP Administrator with which we have already entered into a separate services arrangement.

4. Corporate Actions

- 4.1 We can receive your or your Representative’s instructions regarding Corporate Actions in respect of investments in your SIPP Investment Account, which may be performed in accordance with clause 2.9 of the general Terms (Corporate Actions).

5. Cancellation and Termination

- 5.1 Cancellation. You will have the right to cancel our Services in respect of your SIPP Investment Account(s) up until fourteen (14) calendar days from the date the relevant SIPP Investment Account was opened under these Terms.

- 5.2 If you do wish to cancel our Services in respect of your SIPP Investment Account, we will need to receive a confirmatory instruction from your SIPP Administrator and/or Trustee (as the case may be), and acting on those instructions we will either:
- 5.2.1 return your cash holdings to your SIPP Administrator; and/or
 - 5.2.2 transfer investments in specie to the SIPP Administrator.
- 5.3 The process for cancellation shall otherwise be as described in the general Terms at clause 2.2.7, including in respect of the payment of any fees, charges, liabilities and expenses incurred during the cancellation period.
- 5.4 Termination. If you do not cancel within the timescales referred to above, you can otherwise terminate your SIPP Investment Account(s) with us at any time by giving us or procuring that your Representative gives us, written notice, which must include confirmatory notice from your SIPP Administrator and/or Trustee, and a request to transfer to another appropriate and identified pension arrangement.
- 5.5 Unless otherwise required in order to comply with Applicable Law and subject to any obligations owed to your SIPP Administrator and/or Trustee, we may close your SIPP Investment Account(s) by giving you or your Representative and your SIPP Administrator and/or Trustee(s) at least three (3) months' prior written notice and require you to transfer your investments and cash to another suitable scheme. If you and/or your SIPP Administrator and/or Trustee do not make arrangements within this time, upon fulfilment of your obligations (including in respect of payment of any fees and charges due on your SIPP Investment Account(s)) unless otherwise agreed with the SIPP Administrator and/or Trustee, we will either transfer your investments or sell your holdings and remit the proceeds to your SIPP Administrator and/or Trustee and you authorise us to execute documentation on your behalf to complete such arrangements.
- 5.6 All Orders to buy or sell investments and other instructions which are pending at the time of receipt will be binding in addition to any fees, expenses or charges due on your SIPP Investment Account(s).
- 5.7 Except as described above, the process for termination shall be as otherwise described in clause 7 of the general Terms.

APPENDIX C

GLOSSARY OF DEFINED TERMS

For the purposes of these Terms, wherever the following words appear, they shall have the meanings set out below, unless the context otherwise requires:

“**Affiliate**” means any affiliated companies (as defined by the FCA Rules) of Winterflood Securities Limited.

“**Applicable Law**” means, as applicable to the provision of the Services described in the Terms, any law, rule, regulation, order, ruling, judicial interpretation or directive (whether or not having the force of law) referred to in these Terms and/or which is applicable to you, your Representative, WBS or any Affiliate, any instructions, Orders or transactions and/or any Services provided hereunder, whether in England or elsewhere, from time to time, together with: (i) any rule, regulation, requirement, code, notice, guideline, practice note, circular, policy, recommendation or request (whether or not mandatory) made by any Competent Authority (including the FCA Rules); (ii) Market Requirements; and (iii) any statutes, executive orders, directives or regulations relating to US and EU economic sanctions, as modified, amended, restated or replaced from time to time;

“**Approved Bank**” means a bank where we may deposit money;

“**BACS**” means the Bankers Automated Clearing System, which we use to pay money to your nominated bank account;

“**Business Day**” means a day when the London Stock Exchange is open for trading, excluding Saturdays, Sundays, public and bank holidays in England;

“**CHAPS**” means the Clearing House Automated Payment System;

“**Channel Islands**” for the purpose of these Terms means Guernsey and Jersey only;

“**Client Assets**” means financial instruments (including any fractions thereof) that belong to you and that we receive and/or hold for you, on your behalf, in accordance with the FCA Rules;

“**Client Money**” means money that belongs to you and that we receive and/or hold for you, on your behalf. This money is held in accordance with the FCA Rules on Client Money;

“**Commercial Settlement System**” means, as defined in the FCA Rules, a system commercially available to firms that are members or participants of the system, a purpose of which is to facilitate the settlement of transactions using money and/or assets held on one or more settlement accounts;

“**Competent Authority**” means any governmental, quasi-governmental, regulatory, judicial, revenue, public or administrative agency, authority or body of competent jurisdiction;

“**Complaints Policy**” means our policy and documented procedures for ensuring that we handle any complaint promptly and fairly in accordance with the FCA Rules. Our Complaints Policy is available via the Representative’s Website;

“**Conflict of Interest Policy**” means our policy on the management of conflicts of interests, which describes the steps we will take to identify and manage any conflicts that may arise. This policy is available via the Representative’s Website;

“**Contract Note**” means the document prepared by us in relation to each Trade that we have executed for you, which contains essential information about your Trade such as the type of Order (e.g. a ‘buy’ or ‘sell’), the quantity traded, the trading date and time of your Trade, all associated charges and such other information as required by the FCA Rules. Once a Contract Note has been created by us, it will be available for you to view via the Representative’s Website;

“**Corporate Action**” means without limitation any rights, issue, calls, conversion, subscription or redemption rights and takeover or other offers or matters of a similar nature arising with respect of any financial instruments in your Investment Account(s);

“**Corporate or Trust Portfolio**” has the meaning described at clause 2.2.4 of the Terms;

“**CRD Credit Institution**” is a credit institution that has been approved to accept customer deposits and which is registered as legitimately providing the services of credit institutions according to the Capital Requirements Directive 2013/36/EU;

“**CREST**” means the centralised settlement system for securities trades on the London Stock Exchange;

“**Delivery vs Payment**” or “**DvP**” means a settlement procedure in which the buyer and the seller of a security agree that the seller will pay the buyer upon the security’s delivery to the seller;

“**DvP Exemption**” means the exemption under the FCA Rules which allows a firm to temporarily dis-apply the custody rules or the client money rules in relation to money or assets held where the transaction is conducted on a Delivery vs Payment basis;

“**Eligible Securities**” means the financial instruments which are eligible for the Fractional Dealing Service, as are identified in the WBS Fractional Securities List (as is made available to your Representative from time to time).

“**Executing Broker**” is the term given to any one or more third parties which may or may not be in the UK, through which we may execute Orders, as further defined in clause 2.5.6;

“**Execution Policy**” means the policy setting out the sufficient steps we will take to achieve the optimum result for our clients when executing an Order and for the prompt, fair and expeditious execution of Orders, in accordance with the FCA Rules. The Execution Policy may be amended from time to time. The current version of the Execution Policy is available via your Representative’s Website;

“**FCA**” means the Financial Conduct Authority or any body that shall replace it, being the statutory regulator of the financial services industry in the United Kingdom that authorises and regulates WBS;

“**FCA Rules**” means the rules and regulations issued by the FCA as amended, supplemented or replaced from time to time;

“**Fractional Dealing Service**” means the service provided by WBS, as described in clauses 2.5.10 - 2.5.17, which allows clients and customers of WBS to hold fractional units in Eligible Securities.

“**GIA**” means a General Investment Account;

“**HMRC**” means Her Majesty’s Revenue and Customs;

“**Income**” means money from dividends, fund distributions or interest, including interest on cash balances that we hold;

“**Intellectual Property Rights**” means any patents, trademarks, Service marks, registered designs, design rights, copyrights (including copyright in computer software), inventions, trade secrets and other confidential information, know-how, rights in databases, business or trade names and all other intellectual and industrial property and rights of a similar or corresponding nature in any part of the world, whether or not registered or capable of being registered, and including the right to apply for and all registrations or applications to register any of the foregoing rights;

“**Interest and Charges Schedule**” means the document (however titled and in whatever form) which details the interest applicable to any cash holding and all associated charges relating to the Service (and whether provided to you directly by us or via the Representative on our behalf);

“**Investment Account**” means any account that you hold with us which will be subject to these Terms, as more fully described at clause 2.2.4;

“**Joint Portfolio**” has the meaning described at clause 2.2.4 of these Terms;

“**KIID**” means the Key Investor Information Document;

“**Limit Order**” means an Order to buy or sell a financial instrument at its specified price limit or better and for a specified amount. If we accept your or your Representative’s request to place a Limit Order, then the provisions in these Terms will apply;

“**Market Data**” means any pricing, reference, static data, index or other financial data provided by us in connection with the Services, to you;

“**Market Requirements**” means the rules, requirements, customs, conventions and practice of any Trading Venue, securities or stock exchange, future exchange, market, over the counter market, relevant financial market association, clearing house, central counterparty, Commercial Settlement System or securities depository;

“**Member**” means a person who has applied for and been accepted as a member of a SIPP;

“**NISA**” new means a new stock and shares individual savings account containing Qualifying Investments as permitted under the NISA Rules;

“**NISA Rules**” means the Individual Savings Account Regulations 1998 (SI 1998 No.1870), any and all applicable rules, regulations and guidance of the HMRC and all other Applicable Law, in each case as amended, replaced or supplemented from time to time.

“**Nominee**” means any nominee company wholly owned by us which is used solely for holding investments separately and which does not carry on any other business;

“**Order**” means an instruction from you and/or from a Representative on your behalf to buy or sell investments on your behalf;

“**Password**” means any password, username or trading password chosen by you to access the Service via the Representative’s Website;

“**Portfolio**” means any portfolio that is a Single Portfolio, a Joint Portfolio or a Corporate or Trust Portfolio, which contains your Investment Account(s);

“**Qualifying Investments**” means the list of stocks and other financial instruments in which a NISA may invest;

“**Representative**” means any person or entity appointed and authorised by you, which shall include an advisor or any other person or entity appointed to make investment decisions on your behalf, which shall include any discretionary investment manager, advisor or model portfolio manager, or any other person or entity authorised to give us instructions and/or Orders and otherwise act on your behalf under and in accordance with these Terms, and which as at the commencement date of these Terms, includes the entity identified in clause 1.3;

“**Representative’s Website**” means the website (including any portal or graphical user interface) managed and operated by your Representative which, as at the commencement date of these Terms, is identified in clause 1.4;

“**Retail Client**” has the meaning set out in the FCA Rules;

“**Rules**” means the rules of the SIPP (available from your SIPP Administrator) governing management of the SIPP;

“**Scrip Dividend**” is the process whereby a company may offer to shareholders the alternative right to elect to receive new shares instead of a cash dividend;

“**Service**” means the execution only (non-advisory) service and related settlement and custody Service that we provide under these Terms;

“**Settlement Date**” means the Business Day on which purchased securities are due for delivery to the buyer and payment is due to be made to the seller and vice versa for the purposes of a sale, and the investments or the title to the investments is transferred from the seller to the buyer;

“**Single Portfolio**” has the meaning described at clause 2.2.4 of these Terms;

“**SIPP**” means a Self-Invested Pension Plan;

“**SIPP Administrator**” means the company or person or group of individuals appointed to administer the SIPP in accordance with the Rules, which may or may not include the Trustee;

“**SIPP Investment Account**” means a SIPP Investment Account as further described at clause 2.2.5;

“**Sub-Custodian**” means a bank or financial institution providing custody services in respect of a market or jurisdiction, on behalf of another custodian who may not have an operation in that market or jurisdiction;

“**Trade**” means the execution of a purchase or sale as a result of an Order;

“**Trading Venue**” means any regulated market, multilateral trading facility or organised trading facility, as defined in the FCA Rules.

“**Trust Deed**” means the trust deed pursuant to which the trust was set up and the relevant SIPP established;

“**Trustee**” means the trustee of the SIPP; and

“**US Person**” includes any citizen of the United States of America (“US”) or any person holding a US passport regardless of residency or domicile; or any company having a registered office in the US or anyone who has an obligation to pay tax to the US tax authorities on their worldwide income.

APPENDIX D

SIPP INVESTMENT ACCOUNTS

ADDITIONAL TERMS FOR SIPP TRUSTEES

Provided upon request (or for existing clients, as separately agreed, where applicable).

APPENDIX E

ADDITIONAL TERMS FOR CORPORATE CLIENTS

Provided upon request (or for existing clients, as separately agreed, where applicable).

INTEREST AND CHARGES SCHEDULE

Terms of Business – Dealing and Custody Services – for Retail Clients

Effective as of March 2017

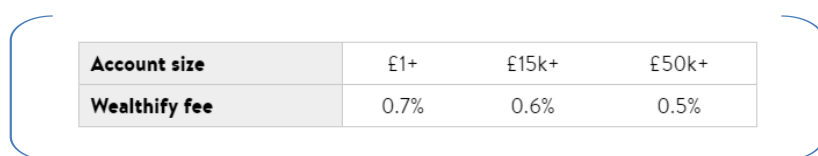
The following charges, fees and expenses will be payable pursuant to the Terms, as more generally described at Section 3 of the Terms (Payment of Fees, Charges and Expenses):

Dealing Charges

Dealing charges (which includes our commission and market charges (such as stamp duty and any levy imposed by the Panel of Takeovers and Mergers) for the service provided by us for the execution of your orders) are payable for this service and are being paid to us on your behalf by Wealthify Limited (who is also referred to in the Terms as your “**Representative**”).

Should you wish to receive further information regarding the dealing charges, this information can be made available to you within a reasonable timeframe following receipt of your written request.

Charges for Discretionary Investment Management and Safekeeping and Administration Services



Account size	£1+	£15k+	£50k+
Wealthify fee	0.7%	0.6%	0.5%

A combined fee of 0.7% shall be charged for the discretionary investment management service provided to you by your Representative and for our provision to you of safekeeping and administration services. This fee will be discounted as your portfolio value grows. As at the commencement date of these Terms, the combined fee is 0.7%.

The combined fee will be accrued on a monthly basis and debited from your account on or before the 28th day of each following month. The combined fee will become due and payable on the day it is collected. We will retain our portion of the combined fee representing our charges for the safekeeping and administration services, and pay the remaining portion of the combined fee to your Representative on your behalf.

Please note:

- If you would like further information on the combined fee, including a breakdown of charges, please notify us in writing and we will make the relevant information available to you within a reasonable timeframe following receipt of your request;
- Whilst we will provide you with a breakdown of our charges on request, the charges for the discretionary investment management services apply directly to your Representative, so you

will need to request a fee breakdown directly from your Representative as per the terms of your contract with them;

- If at any time your Representative ceases to provide the discretionary investment management services to you, and/or ceases to pay us the dealing fee, our charges may change in order to provide you directly with an execution-only dealing service, at which time we will inform you in writing of the proposed changes to our charges and you will be free to either accept or reject them in accordance with section 3 of the Terms (Payment of Fees, Charges and Expenses); and

Fee Discounts

At our discretion, we sometimes offer customers discounts on their fees. This is most commonly achieved through joining what is known as a “Circle”. Depending on the number of invested members that are in your Circle on the last day of each month at midnight, a discount will apply. Any such discount will be applied to that month’s fees.

For example, if you had 10 people in your circle on January 31st, you would be awarded a 10% discount on your fee for the month of January. If that went up to 25 people by the 28th February, your February fee would be discounted by 15%.

The below Circle discount table is correct as of January 2016. Please see the most recent version at: www.wealthify.com/how-it-works/circles/

Number of People in Circle	Discount applied
2 +	5%
5 +	10%
25 +	15%
50 +	20%

Other charges:

ITEM	CHARGE
Transfer of dematerialised instruments to us	No charge
Transfer of dematerialised instruments out	£5 per stock line per account
Transfer of UK Certificated instruments either in or out	£15 per instrument
Transfer out on non-UK stock will incur ‘pass through’ market charges	Prices available on request - £25 on average
Annual Reports and Accounts can be provided for stocks that are held within a NISA	£25 per report
Charges for Foreign Exchange	For Non UK transactions there will be an additional 1.0% added to the foreign exchange spot price

Winterflood Business Services

VAT	All charges shown are exclusive of VAT and VAT will be charged at the prevailing rate
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Under UK data protection legislation, individuals are able to request to see any personal information which is held about them by another person. This is called a “subject access request”.

If you should make a subject access request, the following charge may apply per request:

ITEM	CHARGE
Subject Access Request	£10 per individual

Interest

- No interest is currently paid on positive cash balances.